



Agenda - Final revised
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, September 26, 2022

12:00 PM

Rosa Parks Boardroom

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Public Comment:

III. Advisory Committee Updates:

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee

IV. Board Committee Updates:

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee
3. **CAMPO Update**
4. Austin Transit Partnership Update

V. Consent Items:

1. Approval of minutes from the August 15, 2022 special board meeting and August 29, 2022 public hearing and board meeting.
2. Approval of a resolution appointing Ryan Johnson to the Customer Satisfaction Advisory Committee.
3. Approval of a resolution appointing Arlo Brandt to the Customer Satisfaction Advisory Committee.
4. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with IBI Group Professional Services (USA), Inc. to provide consulting services to facilitate the procurement and implementation of a Computer-Aided Dispatch/Automatic Vehicle Location & Automatic Passenger Counter Intelligent Transportation System (CAD/AVL & APC ITS) and the successful transition to the new system(s) in an amount not to exceed \$487,200.

5. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Future Systems, Inc. for the fabrication and delivery of Urban Pole Signage for a one (1) year base period and four (4) option years for \$919,054 plus \$229,764 representing a 25% contingency, for a total not to exceed amount of \$1,148,818.
6. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Landscape Forms for the fabrication and delivery of bus stop benches for a one (1) year period for a total not to exceed amount of \$566,254.
7. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for operation of transit services for an amount not to exceed \$1,574,421.
8. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute Amendment No. 4 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one year in an amount not to exceed \$702,771.
9. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute Amendment No. 4 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$248,857.
10. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of limited paratransit and senior service (the "Service") for an amount not to exceed \$230,301 in FTA funds and \$345,452 in local funds from the City of Georgetown.
11. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an amendment to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of Limited Paratransit and Senior Service to the City of Georgetown for a period of one year in an amount not to exceed \$548,336.
12. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$311,564 in FTA Section 5307 funds and \$1,165,548 in local funds from Travis County per year.

13. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute Amendment No. 5 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$1,808,924.
14. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement (ILA) with the City of Pflugerville for a Transit Development Plan (TDP) in an amount not to exceed \$120,000 in FTA Section 5307 Funds and \$30,000 in local funds from the City of Pflugerville.
15. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement (ILA) with the City of Buda for a Transit Development Plan (TDP) in an amount not to exceed \$102,920 in FTA Section 5307 Funds and \$25,730 in local funds from the City of Buda.
16. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a Memorandum of Understanding with the City of Round Rock authorizing Round Rock to be a direct recipient of a portion of CapMetro's FY2023 and FY2024 Federal Section 5307 Program funds.
17. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract modification with Structura, Inc. to add additional contingency to renovate Level 1 of the Capital Metro administrative facility at 2910 East 5th Street, in the amount of \$150,000.

VI. Action Items:

1. Approval of a resolution authorizing the Interim President & CEO, or their designee, to implement the January 2023 Service Changes.
2. Approval of the Fiscal Year 2023 Operating and Capital Budget and Five-Year Capital Improvement Plan
3. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute contracts for General Planning and Consulting Services with (1) AECOM Technical Services, Inc. (2) Cambridge Systematics, Inc. (3) Halff Associates, Inc. (4) HNTB Corporation (5) Nelson\Nygaard Consulting Associates, and (6) WSP USA, Inc., for one (1), one-year base period and seven (7), 12-month option periods, for a total contract period of up to eight (8) years at an estimated total not-to-exceed cumulative amount of \$100,000,000.
4. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Jay-Reese Contractors, Incorporated for the construction of the McKalla Station Double Track and Drainage Improvements Project for a total not to exceed amount of \$29,388,374 which includes a 20% contingency.

5. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Tournesol Siteworks for the fabrication and delivery of trash receptacles and recycling containers for a one (1) year base order and four (4) year option order for \$4,159,398, plus \$1,039,850, representing a 25% contingency for a total amount not to exceed \$5,199,248.
6. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with International Solution Sources, Inc. (d/b/a InterSources, Inc.) for the provision of recruiting services for a base period of two (2) years with four (4) option periods for twelve (12) months each in an amount not to exceed \$5,144,683.
7. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Center for Transportation and the Environment (CTE) for technical assistance in support of electric bus implementation at Capital Metro and the FTA No and Low Emission Bus Grant awarded to Capital Metro in 2020 and 2021 for a term ending June 30, 2023 in an amount not to exceed \$209,000.

VII. Discussion Items:

1. DBE Availability Study and SBE Disparity Study
2. President & CEO Search Process and Job Profile
3. Manor and Lago Vista Election Service Impacts Update

VIII. Report:

1. President & CEO Monthly Update

IX. Executive Session of Chapter 551 of the Texas Government Code:

Section 551.074 for Personnel Matters related to the President & CEO Search Process

X. Memos:

Memos for information only -- will not be discussed at meeting.

1. Memo: Federal Grant Strategy (September 19, 2022)
2. Memo: Update on Regional Radio Communications System Planning (September 19, 2022)
3. Memo: Project Connect Program Update (September 23, 2022)
4. Memo: Fare Program Update for Low-Income and Unhoused Customers (September 23, 2022)

XI. Items for Future Discussion:

XII. Adjournment

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512) 369-6040 or email ed.easton@capmetro.org if you need more information.

BOARD OF DIRECTORS: Jeffrey Travillion, Chair; Ann Kitchen, Vice Chair; Leslie Pool, Secretary; Becki Ross; Eric Stratton, Wade Cooper and Matt Harriss.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-189

Agenda Date: 3/28/2022

Customer Satisfaction Advisory Committee (CSAC)

Capital Metropolitan Transportation Authority

Customer Satisfaction Advisory Committee (CSAC)

Wednesday, September 14th, 2022

6:00 PM

Virtual Presentation

Microsoft Teams meeting

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CapMetro Employees: Sam Alexander, Peter Breton, Ken Cartwright, Edna Parra, Donna Simmons.

Committee Members: David Foster, Betsy Greenberg, Fangda Lu, Ephraim Taylor, Diana Wheeler.

Public: Arlo Brandt, Ruven Brooks, Scott Johnson.

Meeting called to order at 6:05 PM

Welcome / Introductions / Call to Order

Chair Taylor

Public Communications

Scott Johnson outlines an issue at 2222 & Koenig, where trains continue to blare their horns, even after CapMetro assured the community that quad stops would reduce the noise. He also asks CapMetro to also keep in mind sustainability and air quality as they build out new services.

Edna Parra responds and says that she will bring the horn issue back to operations and coordinate with the committee and Mr. Johnson on the issue.

Ken Cartwright mentions that sustainability is a focus of Project Connect, and that CapMetro has a sustainability officer that is evaluating Project Connect. **Ken Cartwright** and **Scott Johnson** have a conversation on sustainability certifications and air quality levels.

Introduction & Thank You

Sam Alexander; EVP, Engagement & Experience

Sam Alexander gives thanks to the committee & **Edna Parra** and explains her background.

President & CEO Job Profile Draft

Donna Simmons; EVP, Administration and Diversity & Inclusion

Diana Wheeler asks how many staff the CEO would oversee. **Donna Simmons** answers 500+ for just CapMetro, and several thousand if you count contractors.

David Foster asks about possible input opportunities for the advisory committees during the hiring process, and **Donna Simmons** responds that the public input process hasn't been finalized, but there may be a public presentation and Q&A.

Capital Projects

Ken Cartwright; VP of Capital Projects

Ken Cartwright overviews the future MetroRapid routes and the objectives for each of those lines. Service will be consistent with current MetroRapid routes and will include new and existing amenities. He also outlines future Red Line improvements, including double tracking at McKalla Station and in-between the Lakeline and Leander Stations, and the new Boardmoor station. A new Demand Response base is also being developed.

David Foster asks about transit signal priority (TSP) and explains that he was under the impression that CapMetro was promised TSP on the rapid routes and never got it.

Ken Cartwright responds that CapMetro did get TSP, but that it's not active in downtown as CapMetro has dedicated bus lanes, and also that priority is not preemption – which is extended to Fire and EMS – as it only extends green lights instead of changing them from red to green.

Arlo Brandt asks about how TSP may affect the timing of buses, and **Ken Cartwright** responds that TSP can be adjusted to help alleviate timing concerns.

David Foster asks what CapMetro's plans are to integrate bike lanes beside the rail. **Ken Cartwright** explains that CapMetro is working with the City of Austin to identify places where there's enough right-of-way to incorporate bike lanes.

Arlo Brandt asks what crowd control and utility relocation entails at the Broadmoor Station. **Ken Cartwright** explains that utility relocation is moving utilities such as electric, gas, or water lines out from the rail right-of-way so that they may be more accessible and easily maintained. He also explains that crowd control encompasses a variety of physical infrastructure methods to keep riders safe and orderly.

Fares Pilot & Recruitment

Edna Parra; Manager, Community Engagement and Outreach

Edna Parra outlines the AMP system, fare capping, and the piloting process for the new fares programs.

Betsy Greenberg shares that Equifare being 20% discount seems counterintuitive compared to Reduced Fare at a 50% discount, as the people most in need should get a bigger discount. **Edna Parra** responds that there are multiple programs that assist low-income riders.

Ephraim Taylor asks about how commuter and local fare capping interact. Discussion ensues, and the understanding is that if you use commuter and local services, the total that you would pay per day is \$7.

Approval of the minutes - Motion to approve by David Foster / 2nd by Diana Wheeler. Passed with unanimous consent.

Meeting adjourned at 7:16 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-190

Agenda Date: 3/28/2022

Access Advisory Committee

Capital Metropolitan Transportation Authority

Access Advisory Committee

Wednesday, September 7th, 2022

5:30 PM

Virtual Presentation

Join on your computer or mobile app

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Phone Conference ID: 376 363 580#

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CapMetro Employees: Peter Breton, Ken Cartwright, Martin Kareithi, Julie Lampkin, Edna Parra, Eric Robins, Donna Simmons, Raul Vela, Chris Westbrook.

Committee Members: Estrella Barerra, Andrew Bernet, Audrea Diaz, Otmar Foehner, Mike Gorse, Paul Hunt, John McNabb.

Public: CBS Austin.

Meeting called to order at 5:32 PM

Welcome / Introductions / Call to Order

Chair Hunt

Public Communications

Audrea Diaz asks to be connected to a representative from CARTS so she can advocate for the East Side Bus Plaza staying open past 10pm.

Andrew Bernet mentions that when multiple buses arrive at a smaller stop, sometimes the second or third bus will skip past the other buses and stop further down the road, which can cause vision-impaired riders to miss their bus.

Martin Kareithi responds that there is a policy on buses stopping in-line at the proper location, but that there will be ongoing adjustments to that policy to more reliably serve vision-impaired riders.

Paul Hunt asks that **Martin Kareithi** update the committee of the updated policy when it goes into effect.

President & CEO Job Profile Draft

Donna Simmons; EVP, Administration and Diversity & Inclusion

Donna Simmons gives an overview of the President & CEO hiring timeline and highlights the key qualities and attributes – as well as the experience required – for the role.

Estrella Barerra asks who will serve on the interview committee. **Donna Simmons** informs her that it is the CapMetro board of directors.

Estrella Barerra inquires if the advisory committees will be able to chime in. **Donna Simmons** says that the public input process hasn't been finalized, but there may be a public presentation and Q&A.

Public Safety Program

Gardner Tabon; EVP & Chief Safety Officer

Eric Robins; Chief Administrator

Eric Robins overviews the steps needed to completely form a robust transit police force, such as training requirements, as well as community engagement, input from CapMetro staff, staff, and TCOLE requirements.

Paul Hunt asks if officers will be active on transit or around stops. **Eric Robins** responds and explains that the plan is to have safety personnel visible throughout the system.

Capital Projects

Ken Cartwright; VP of Capital Projects

Ken Cartwright overviews the future MetroRapid routes and the objectives for each of those lines. Service will be consistent with current MetroRapid routes and will include new and existing amenities. He also outlines future Red Line improvements, including double tracking at McKalla Station and in-between the Lakeline and Leander Stations, and the new Boardmoor station. A new Demand Response base is also being developed.

Paul Hunt asks about charging policies in cases where buses may need to recover time. **Ken Cartwright** says that they are developing operational plans to address those concerns across the system.

Paul Hunt asks if the new demand response base will replace the current one, and **Ken Cartwright** confirms.

Paul Hunt asks if the Howard Station will stay, and **Ken Cartwright** confirms.

Paul Hunt asks when the MetroRapid routes will come online, and **Ken Cartwright** says 2023.

Fares Pilot & Recruitment

Edna Parra; Manager, Community Engagement and Outreach

Edna Parra outlines the AMP system, fare capping, and the piloting process for the new fares programs.

Audrea Diaz asks about how the new Fares programs will affect Pickup and MetroAccess. **Edna Parra** says in 2023 that they'll hopefully migrate to the AMP system.

Paul Hunt asks if the AMP app will only cover payment of fares, or if it will have all the features of the current CapMetro app. **Edna Parra** explains that the app will have the same features, but the backend is different.

Paul Hunt asks if you can register your account to have Reduced Fare, and **Edna Parra** confirms.

John McNabb inquires about the status of the Transit Empowerment Fund (TEF). **Edna Parra** responds that there is a working group analyzing the system and looking to update TEF to hopefully integrate it with the AMP system.

Approval of the minutes - Motion to approve by John McNabb / 2nd by Mike Gorse. Passed with unanimous consent.

Meeting adjourned at 6:45 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-584

Agenda Date: 9/26/2022

Approval of minutes from the August 15, 2022 special board meeting and August 29, 2022 public hearing and board meeting.



Minutes
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, August 15, 2022

11:30 AM

Rosa Parks Boardroom

Special Board Meeting on President and CEO Search Process

I. Call to Order

11:36 a.m. Meeting Called to Order

Present:	Travillion, Kitchen, Pool, Stratton, Ross, Renteria, and Harriss
Absent:	Cooper

II. Executive Session of Chapter 551 of the Texas Government Code:

Section 551.074 for Personnel Matters related to the President & CEO Search Process

Into Executive Session: 11:37 a.m.

Out of Executive Session: 12:40 p.m.

III. Items for Future Discussion:

IV. Adjournment

12:40 p.m. Meeting Adjourned

ADA Compliance

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Minutes
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, August 29, 2022

12:00 PM

Rosa Parks Boardroom

Public Hearing on Travis County Expo Center Land Acquisition

I. Call to Order

12:05 p.m. Hearing Called to Order

Present: Travillion, Kitchen, Pool, Cooper, Stratton, Ross, Renteria, and
Harriss

II. Purpose of Hearing:

Land Acquisition to Support the Expo Center Park and Ride Project - Eminent Domain Authority - This is a public hearing for Texas Parks and Wildlife Code Chapter 26 Action and Transportation Code Chapter 451 Eminent Domain Action for the Use and acquisition of a portion of Walter E. Long Park for construction of the Expo Center Park and Ride as part of Project Connect. The proposed acquisition includes an 8.010 acre tract of land out of Walter E. Long Park, located at 6614 Blue Bluff Road, Austin, TX. Capital Metro will take testimony pursuant to Chapter 26 of the Texas Parks and Wildlife Code for proposed non-park use and acquisition of the property. Capital Metro will also take testimony related to the acquisition of the 8 acre site through the exercise of eminent domain under Transportation Code 451.059 (b).

III. Public Comment:

Ms. Sherri Taylor provided public comments.

IV. Adjournment

12:14 p.m. Hearing Adjourned

ADA Compliance

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Minutes

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, August 29, 2022

12:30 PM

Rosa Parks Boardroom

I. Call to Order

12:38 p.m. Meeting Called to Order

Present: Travillion, Kitchen, Pool, Cooper, Stratton, Ross, Renteria, and
Harriss

II. Public Comment:

Emily Seales, Lyric Wardlow, Joel Perez, Barry Jones, Paulette Soltani, Sasha Rose, Phil Session, Sherri Taylor, Brent Payne, Alvin Sanderson, Chris Baker, Jesus Gonzales, Steven Potter, Alicia Torres, Paul Mullen, Christian Rodriguez, Joao Paulo Connolly, Tony Carter, Warren Burkley, Kim-Be Quoc, Eli Cortez, Matthew Hunt, Aaron Hyman, Francis Russell, Mike Eker, Aviv Rau, and Anthony Walker (later in the meeting) provided public comments.

III. Advisory Committee Updates:

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee
3. Public Service Advisory Committee (PSAC)

IV. Board Committee Updates:

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee
3. Austin Transit Partnership Update

V. Consent Items

A motion was made by Secretary of the Board Pool, seconded by Board Member Ross, to approve the Consent Agenda. The motion carried by the following vote:

Aye: Travillion, Kitchen, Pool, Cooper, Stratton, Ross, Renteria, and
Harriss

1. Approval of minutes from the July 25, 2022 public hearing and Cap Metro board meeting.
2. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Caldwell Country Ford, LLC to purchase nine (9) Ford F450 Facility Maintenance Trucks in an amount not to exceed \$1,184,366.
3. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Creative Bus Sales, Inc., utilizing the State of Oklahoma Contract SW0797C, to purchase twenty-six (26) Pickup vehicles in an amount not to exceed \$4,706,970 for the purpose of expanding Pickup Service into new zones.
4. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Trapeze Software Group, Inc. to provide new software and implementation services to support two capital projects, OPS-Web and Rail Planning, in the amount not to exceed \$252,901.
5. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with ETC Institute to conduct an Origin and Destination Survey in an amount not to exceed \$699,476.
6. Approval of a resolution authorizing the Interim President & CEO, or their designee, to execute an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one (1) year from October 1, 2022, to September 30, 2023, and that includes an option to extend the ILA for four additional twelve-month periods.
7. Approval of a resolution authorizing the Interim President & CEO, or their designee, to approve and execute a contract modification with Bright Horizons Family Solutions in the amount of \$448,373 for the period of September 1, 2022 to August 31, 2023.

VI. Action Items:

1. Approval of a resolution authorizing updates to the Debt Management Policy.

A motion was made by Board Member Cooper, seconded by Secretary of the Board Pool, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Kitchen, Pool, Cooper, Stratton, Ross, Renteria, and Harriss

2. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract modification with MTM, Inc. (formerly Ride Right, LLC) for operation of the North Demand Response Operation. This resolution is an increase to the total contract amount by \$54,984,671 for a total not to exceed amount of \$133,658,177.

A motion was made by Board Member Stratton, seconded by Board Member Harriss, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Kitchen, Pool, Cooper, Stratton, Ross, Renteria, and Harriss

3. Approval of a resolution authorizing the Interim President & CEO, or their designee, to include additional funding of \$3,500,000 in an existing contract with Stacy and Witbeck, Inc. for an in-progress Design-Build project for the McKalla Rail Station for a total contract amount not to exceed \$20,133,945.

A motion was made by Board Member Stratton, seconded by Vice Chair Kitchen, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Kitchen, Cooper, Stratton, Ross, Renteria, and Harriss

Away: Pool

4. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute contracts with EEA Consulting Engineers, Jackson & McElhaney Architects, McKinney Architects Inc., MWM Design Group, and Stantec Architecture Inc. for Architecture and Engineering services for a two (2) year base period and three (3) option years on a task order basis in an aggregate amount not to exceed \$24,000,000.

A motion was made by Board Member Harriss, seconded by Board Member Cooper, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Kitchen, Cooper, Stratton, Ross, Renteria, and Harriss

Away: Pool

5. Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with ADS System Safety Consulting, LLC for safety and security certification consulting services for CapMetro’s Project Connect and other major capital projects for a base period of three (3) years with seven (7) one-year options in an amount not to exceed \$10,000,000.

A motion was made by Board Member Cooper, seconded by Board Member Harriss, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Kitchen, Cooper, Stratton, Ross, Renteria, and Harriss

Away: Pool

VII. Discussion Item:

1. Small Cities Update

VIII. Report:

1. President & CEO Monthly Update

IX. Executive Session of Chapter 551 of the Texas Government Code:

Into Executive Session: 4:12 p.m.

Out of Executive Session: 5:03 p.m.

Section 551.071 for Consultation with an Attorney regarding current litigation

Section 551.072 for Deliberation regarding Real Estate matters related to the purchase of land at the Travis County Expo Center

Section 551.074 for Personnel Matters related to the President & CEO Search Process

X. Memos:

1. Memo: July 2022 Sales Tax Receipt for May Sales (July 31, 2022)
2. Memo: Cap Metro and ATP Financial Integration (August 4, 2022)
3. Memo: Complimentary Rides to Local Cooling Centers (August 5, 2022)
4. Memo: Transit Advertising Policy Change (August 10, 2022)
5. Memo: July Board and August Board Committee Follow Up (August 22, 2022)

XI. Items for Future Discussion:**XII. Adjournment**

5:03 p.m. Meeting Adjourned

ADA Compliance

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Board of Directors

Item #: AI-2022-586

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution appointing Ryan Johnson to the Customer Satisfaction Advisory Committee.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Internal/External Customer Service Excellence 2. Stakeholder Engagement
 3. Financial and Environmental Sustainability 4. Staff Development 5. Agency Growth Management

Strategic Objectives:

- 1.1 Safety & Risk 1.2 Continuous improvement 1.3 Dynamic Change
 1.4 Culture of Innovation 2.1 Be an Employer of Choice 2.2 Organization Development
 2.3 Organization Culture 3.1 Resource optimization 3.2 Safety Culture
 3.3 Environmental Leadership 4.1 Educate & Call to Action 4.2 Build Partnerships
 4.3 Value of Transit 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: The Customer Satisfaction Advisory Committee (CSAC) provides valuable insight and recommendations to the Board of Directors to assist in making riding Capital Metro services safe, reliable, and accessible.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on September 26, 2022.

EXECUTIVE SUMMARY: Pursuant to Section 451.107, Texas Transportation Code, and the Capital Metro Board of Directors Bylaws, the Board of Directors established the Customer Satisfaction Advisory Committee as part of a comprehensive community involvement strategy to provide input to the Board of Directors on decisions that affect the Authority.

Based on a recommendation from the Capital Metro President and CEO each member of the Board of Directors appoints one member of the committee, with the exception of the Chair who appoints two members. At this time, Board Member Matt Harriss recommends Ryan Johnson as his appointee to fill the vacant position on CSAC.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Community Engagement

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-586

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro are committed to successful and meaningful public involvement; and

WHEREAS, the Capital Metropolitan Transportation Authority board of directors and Capital Metro seek informed consent from the public by providing equitable access to decision making and offering opportunities to provide input from a representative set of the population that reflects the interests of the community when transportation decisions are made; and

WHEREAS, there exists a need to fill a vacant position on the Customer Satisfaction Advisory Committee (CSAC).

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that Ryan Johnson is named to CSAC to serve a term concurrent with the term of Board Member Matt Harriss.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-587

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution appointing Arlo Brandt to the Customer Satisfaction Advisory Committee.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Internal/External Customer Service Excellence 2. Stakeholder Engagement
 3. Financial and Environmental Sustainability 4. Staff Development 5. Agency Growth Management

Strategic Objectives:

- 1.1 Safety & Risk 1.2 Continuous improvement 1.3 Dynamic Change
 1.4 Culture of Innovation 2.1 Be an Employer of Choice 2.2 Organization Development
 2.3 Organization Culture 3.1 Resource optimization 3.2 Safety Culture
 3.3 Environmental Leadership 4.1 Educate & Call to Action 4.2 Build Partnerships
 4.3 Value of Transit 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: The Customer Satisfaction Advisory Committee (CSAC) provides valuable insight and recommendations to the Board of Directors to assist in making riding Capital Metro services safe, reliable, and accessible.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on September 26, 2022.

EXECUTIVE SUMMARY: Pursuant to Section 451.107, Texas Transportation Code, and the Capital Metro Board of Directors Bylaws, the Board of Directors established the Customer Satisfaction Advisory Committee as part of a comprehensive community involvement strategy to provide input to the Board of Directors on decisions that affect the Authority.

Based on a recommendation from the Capital Metro President and CEO each member of the Board of Directors appoints one member of the committee, with the exception of the Chair who appoints two members. At this time, Board Member Becki Ross recommends Arlo Brandt as her appointee to fill the vacant position on CSAC.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Community Engagement

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-587

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro are committed to successful and meaningful public involvement; and

WHEREAS, the Capital Metropolitan Transportation Authority board of directors and Capital Metro seek informed consent from the public by providing equitable access to decision making and offering opportunities to provide input from a representative set of the population that reflects the interests of the community when transportation decisions are made; and

WHEREAS, there exists a need to fill a vacant position on the Customer Satisfaction Advisory Committee (CSAC).

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that Arlo Brandt is named to CSAC to serve a term concurrent with the term of Board Member Becki Ross.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2021-183

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with IBI Group Professional Services (USA), Inc. to provide consulting services to facilitate the procurement and implementation of a Computer-Aided Dispatch/Automatic Vehicle Location & Automatic Passenger Counter Intelligent Transportation System (CAD/AVL & APC ITS) and the successful transition to the new system(s) in an amount not to exceed \$487,200.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Internal/External Customer Service Excellence 2. Stakeholder Engagement
- 3. Financial and Environmental Sustainability 4. Staff Development 5. Agency Growth Management

Strategic Objectives:

- 1.1 Safety & Risk 1.2 Continuous improvement 1.3 Dynamic Change
- 1.4 Culture of Innovation 2.1 Be an Employer of Choice 2.2 Organization Development
- 2.3 Organization Culture 3.1 Resource optimization 3.2 Safety Culture
- 3.3 Environmental Leadership 4.1 Educate & Call to Action 4.2 Build Partnerships
- 4.3 Value of Transit 4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT: Improve system reliability and convenience: Deliver the service scheduled at locations, at published frequencies and hours that meet customer needs. Deliver a customer-friendly experience through our people and systems: Ensure that each customer interaction is helpful and courteous and supplies tools, options, and information that allows all customers to easily access our services. Improved real-time data for service impacts. The automated passenger counter system update will supply improved accuracy for ridership. This project advances CapMetro’s commitment to State of Good Repair (SOGR) and transit asset management.

BUSINESS CASE: The current CAD/AVL system development and installation began in 2006 followed by a system enhancement in 2016. Replacement of the ITS system components will keep the CAD/AVL, APC, and ITS system components in an operational state of good repair. Safety will be supplemented with a full integration with the Security vehicle tracking system and incident response process. Customer experience is improved through better communications between Operators, field staff, mechanics, and dispatch. A dynamic real-time route/detour system will allow dispatchers to respond proactively and supply live information to customers about service impacts and events.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 14, 2022

EXECUTIVE SUMMARY: The CAD/AVL & APC ITS system provides the essential infrastructure for all levels of service from daily service-on-the-street with Dispatch, Operators, Customer Service to long-range strategic analysis with Planning and Strategic Operations departments. Implementing current technologies will improve Capital Metro's dynamic responsiveness to our ridership's needs and the evolving transportation environment.

DBE/SBE PARTICIPATION: The SBE goal is 12%. The contractor will exceed the SBE goal utilizing the following SBE contractor:

SBE	SERVICE/PRODUCT	%
Intueor Consulting, Inc.	Consulting services including needs assessment, procurement, project management and implementation oversight	35

PROCUREMENT: On May 10, 2022, a Request for Proposals was issued and formally advertised. By the closing date of June 17, 2022, three (3) proposals were received. The evaluation team used the following factors in the evaluation of proposals: 1) The methodology and quality of the work plan for the performance of the work by the offeror; 2) The offeror's demonstrated understanding of the project undertaking, the proposed plan for the performance of the work and the technical approach proposed by the offeror; 3) The offeror's demonstrated, relevant work experience/technical background and capabilities of the firm as a whole and of projects of a similar size, scope, complexity and nature, and 4) Qualifications, experience and capabilities of the proposed project personnel, and any subcontractors, on projects of similar size, scope, complexity and nature. The proposal from IBI Group, Inc. was determined to be the best value to the Authority, price and other factors considered. The term of the contract is twenty-two (22) months from the Notice to Proceed (NTP) for an amount of \$487,200.

RESPONSIBLE DEPARTMENT: Information Technology

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-183

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to supply innovative, reliable and safe service and to maintain their fleet in a state of good repair.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with IBI Group Professional Services (USA), Inc. to provide consulting services to facilitate the procurement and implementation of a Computer-Aided Dispatch/Automatic Vehicle Locator & Automatic Passenger Counter Intelligent Transportation System (CAD/AVL & APC ITS) and the successful transition to the new system(s) in an amount not to exceed \$487,200.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-545

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Future Systems, Inc. for the fabrication and delivery of Urban Pole Signage for a one (1) year base period and four (4) option years for \$919,054 plus \$229,764 representing a 25% contingency, for a total not to exceed amount of \$1,148,818.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This proposal represents the next phase of providing Urban Pole Signage to new CapMetro Rapid Stations and existing bus stops. Transit signage is an efficient means of delivering scheduling and routes communications at transit stations where thousands of people travel daily.

BUSINESS CASE: Urban signs were first introduced in the CapMetro system in 2010, and a significant number were added in 2014 with the introduction of two new Rapid lines. CapMetro will add a substantial number of Rapid stops to the CapMetro system over the next few years as part of the Project Connect program. New Urban Poles will be required for these stops. The design of the current Urban Signage has characteristics that CapMetro seeks to preserve.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations,

Planning and Safety Committee meeting on September 14, 2022.

EXECUTIVE SUMMARY: Capital Metro directly manages goods and service contracts in order to maintain consistent quality in the development of amenities for transit stops. The Fabrication, and Delivery of Urban Poles Signs will enhance the travel experience by providing a good source of information for passengers at Rapid Stations.

DBE/SBE PARTICIPATION: The contractor will meet the 7% DBE goal utilizing the following DBE contractor:

DBE	SERVICE/PRODUCT	RACE/GENDER	%
Vobecky Enterprises	Trucking/Hardware	Black female	7

PROCUREMENT: On June 1, 2022, a Request for Proposals was issued and formally advertised. By the closing date of July 1, 2022, two (2) proposals were received. The evaluation team used the following factors in the evaluation of the proposals:

- (1) **Ability to Fabricate:** The quality of the offeror's technical proposal for signage fabrication, to include the quality of construction and material use, aesthetic and consistency with the design as indicated in Attachments 1 - 7, Drawings.
- (2) **Relevant Work and Experience:** The offeror's qualifications, including demonstrated past performance of similar work and demonstrated qualifications, and capabilities of the firm as a whole, proposed project personnel, and any subcontractors, on projects of similar size, scope, complexity and nature. Firm must have a minimum of three (3) years of experience fabricating urban signage, that reflects knowledge and understanding of local codes, environment, and culture.
- (3) **Functional Design:** The offeror's ability to preserve and improve upon (when warranted) the characteristics for a design that is of a similar aesthetic look and function.
- (4) **Anticipated Schedule/Lead Time:** The offeror's ability to understand the fabrication timeline; Contractor should have a thorough knowledge of what is required and provide a sample fabrication schedule, including lead time items and significant milestones.
- (5) **Sample of Shop Drawings:** The offeror's shop drawing samples specifically prepared for projects of similar type to include:
 - a) Link between design & construction
 - b) Details of fabrication, assembly & installation
 - c) Allow introduction of commercial tested products
 - d) Show method of accomplishing any "special" requirements

The proposal from Future Systems, Inc., was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price indefinite delivery, indefinite quantity contract. The contract term is one (1) base period of one (1) year and four (4) renewable option periods of one (1) year each for a grand total estimated contract price of \$919,054.00.

RESPONSIBLE DEPARTMENT: Capital Construction and Facilities Management

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-545

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide customer information as part of a continuous improvement effort for exceptional customer service, and add value to the ridership experience on routes designed for frequent service; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to award this Urban Pole Signage fabrication contract to the most qualified and responsible manufacturer in order to fulfill this goal.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority board of directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Future Systems, Inc., for the fabrication and delivery of Urban Pole Signage for a one (1) year base period and four (4) option years for \$919,054 plus \$229,764 representing a 25% contingency, for a total not to exceed amount of \$1,148,818.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-546

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Landscape Forms for the fabrication and delivery of bus stop benches for a one (1) year period for a total not to exceed amount of \$566,254.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer 2. Community
- 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This proposal represents the next phase of providing benches at approximately 180 bus stops to replace outdated benches and provide additional equipment to supplement the installation of new shelters and trash receptacles. The benches indicate that Capital Metro is continuously improving, and it will provide exceptional customer service, and add value to the ridership experience on routes already existing.

BUSINESS CASE: Capital Metro is currently updating existing bus stop amenities including benches. This benches contract will help to provide benches to replace old ones and supply additional benches for other stops. The funding for this contract is included in the FY 2023 capital budget and in the five-year capital improvement plan.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations,

Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: Capital Metro directly manages goods and services contracts in order to maintain consistent quality and provide amenities for transit stops. The fabrication, and delivery of benches is a goods contract that will consist of a single qualified and responsible manufacturer who will provide benches to CapMetro. The benches contract will assist Capital Metro's goal to provide exceptional customer service and attractive transit stops.

DBE/SBE PARTICIPATION: No SBE goal is assigned to this procurement due to no subcontracting opportunity.

PROCUREMENT: The contract will utilize the National Cooperative Purchasing Alliance (NCPA) Contract No. 07-53 held by Landscape Form for Outdoor Furnishings.

NCPA awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts, and the Texas Interlocal Cooperation Act.

Purchases made using NCPA contracts satisfy otherwise applicable competitive bidding requirements. Pricing for Landscape Forms backed and backless benches was determined to be fair & reasonable by the NCPA organization during its solicitation and award process.

Landscape Forms will be awarded a fixed unit price contract for fabrication and delivery of the following benches:

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED TOTAL
1	Fabrication and Delivery of 71" Backless Bench	150	\$2,689.74	\$403,461.00
2	Fabrication and Delivery of 71" Bench with Back	30	\$3,498.42	\$104,952.60
3	Not to Exceed for Freight and Delivery:			\$57,840.00
Grand Total (Items 1 through 3 Inclusive):				\$566,253.60

RESPONSIBLE DEPARTMENT: Capital Construction and Facilities Management

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-546

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide benches as part of a continuous improvement for exceptional customer service and add value to the ridership experience; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to award this bench fabrication contract to the most qualified and responsible manufacturer in order to fulfill this goal.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with Landscape Forms for the fabrication and delivery of bus stop benches for a one (1) year period for a total not to exceed amount of \$566,254.

**Secretary of the Board
Leslie Pool**

Date: _____

Existing Benches. Austin Bench Backless.



Austin Bench Backed, the new bench includes center and end arms.



Board of Directors

Item #: AI-2022-554

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for operation of transit services for an amount not to exceed \$1,574,421.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: Through this ILA, CapMetro demonstrates regional leadership and implements service expansion opportunities through the operation of Round Rock’s transit services. This project also supports implementation of the CapMetro Service Expansion Policy.

BUSINESS CASE: This ILA will reimburse Capital Metro for operation of Round Rock’s transit services.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: Since August 2017, CapMetro has operated Routes 50/150, 51,152 and 980 in the City of Round Rock. The City of Round Rock is outside the CapMetro service area and Round Rock is a direct

recipient of FTA Section 5307 Funds. This agreement is for one year.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-554

WHEREAS, the Capital Metropolitan Transportation Authority (“CapMetro”) Board of Directors and CapMetro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Board of Directors and CapMetro management recognize the need to partner with local jurisdictions seeking transit services along with other transit providers in the region.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute an Interlocal Agreement with the City of Round Rock for operation of transit services for an amount not to exceed \$1,574,421.

Date: _____

**Secretary of the Board
Leslie Pool**

CapMetro

Regional Transportation Agreements

September 14, 2022

Resolutions for Approval

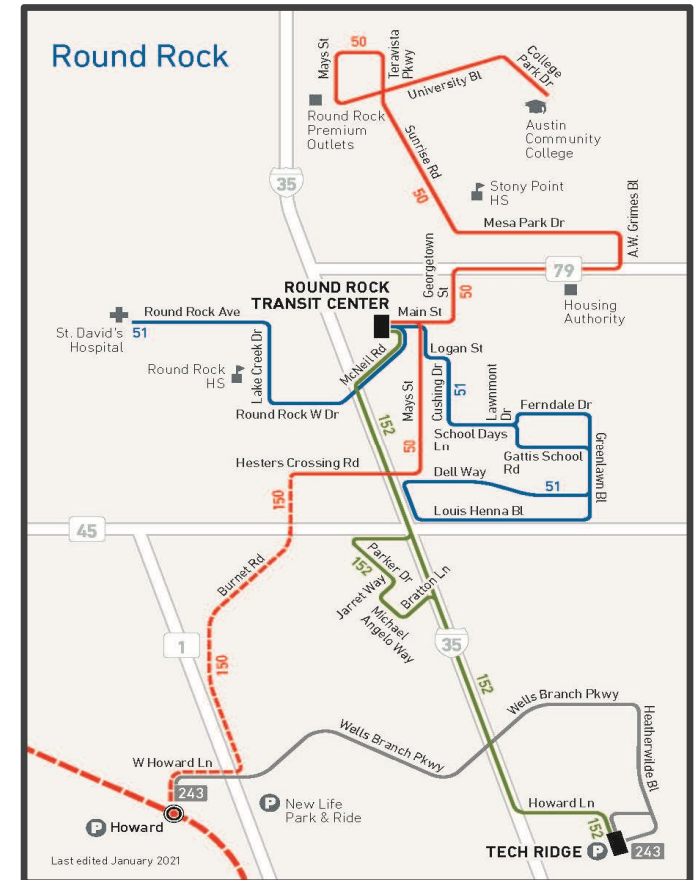
- Regional Agreements
 - City of Round Rock ILA
 - Travis County ILA
 - City of Georgetown ILA
 - City of Pflugerville ILA – Transit Development Plan
 - City of Buda ILA – Transit Development Plan
- CARTS Supplements
 - Georgetown Supplement No. 9 Amendment 5
 - Manor Pickup Supplement No. 8 Amendment 5
 - Route 214 Supplement No. 2 Amendment 4
 - Route 990 Supplement No. 4 Amendment 4

Service Expansion Program

- The Service Expansion Policy adopted in June 2008 and revised in April 2014, defines five approaches for service to jurisdictions within the urbanized area that are not currently served by CapMetro.
- The Policy provides a process for distributing federal transit funding in the region (Section 5307 Funds) and implementing transit service.
- Jurisdictions within the urbanized area, but outside the CapMetro service area can participate.
- The program requires cities to first complete a Transit Development Plan (TDP) to identify transit service needs and assist in developing transit alternatives and financing.

City of Round Rock ILA – Item No.

- Round Rock is a direct recipient of Section 5307 Funds
- This agreement is for an amount not-to-exceed \$1,574,421
- Routes include:
 - Routes 50/150 – Round Rock Howard
 - Route 51 – Round Rock Circular
 - Route 152 – Round Rock Tech Ridge Limited
 - Route 980 – Round Rock Austin Express
 - Paratransit service is contracted out to Star Shuttle



Travis County ILA – Item No.

- The Interlocal Agreement funds:
 - Portions of Routes 233, 237, 271 and 318
 - Portions of Manor Pickup (Operated by CARTS)
 - Update to the County’s existing Transit Development Plan (TDP)
 - The County’s current TDP was adopted in 2018

Local Funding Travis County	Section 5307 Funds	Estimated Fully Allocated Cost of Service FY23
\$1,165,548	\$311,564	\$1,477,112

City of Georgetown ILA – Item No.

- The Interlocal Agreement funds:
 - Existing service includes Limited Paratransit Service
 - Will now include Senior Service beginning October 1
- CARTS operates service via contract with CapMetro
- The City of Georgetown approved this ILA on August 23, 2022

Local Funding – The City of Georgetown	Section 5307 Funds	Estimated Fully Allocated Cost of Service FY23
\$345,452	\$230,301	\$575,753

City of Pflugerville ILA – Item No.

- This agreement will fund the City's update to their Transit Development Plan (TDP).
- The City's current TDP was adopted in 2018.
- The original agreement funded a one-year Pflugerville Pickup Pilot, which began on March 23, 2021, which was extended through September 30. The pilot is ending.

Local Funding The City of Pflugerville	Section 5307 Funds	Estimated Cost of TDP
\$30,000	\$120,000	\$150,000

City of Buda ILA

- This agreement will fund an update to the City's Transit Development Plan (TDP)
- The City's current TDP was adopted in 2016.

Local Funding – The City of Buda	Section 5307 Funds	Estimated Cost of TDP
\$25,730	\$102,920	\$128,650

CARTS - Master Regional Mobility Agreement

- The Master Regional Mobility Agreement is between CapMetro and CARTS.
- CapMetro and CARTS collaborate to increase and enhance regional mobility in the region and the CARTS district. This addresses gaps in service that exist in the region and in the CARTS district.
- In each instance with respect to specific contracted services to be provide by CARTS for CapMetro the parties will enter into a supplement agreement.

CARTS Supplements – Items No.

- In addition to the Service Expansion Program, CARTS operates three services in the CapMetro service area:
 - Item No. - Georgetown Service - \$548,336
 - Item No. - Manor Pickup - \$1,808,924
 - Item No. - Route 214 Northwest Feeder - \$702,771
 - Item No. - Route 990 Manor/Elgin Express - \$248,857

Resolutions for Approval

- Regional Agreements
 - City of Round Rock ILA
 - Travis County ILA
 - City of Georgetown ILA
 - City of Pflugerville ILA – Transit Development Plan
 - City of Buda ILA – Transit Development Plan
- CARTS Supplements
 - Georgetown Supplement No. 9 Amendment 5
 - Manor Pickup Supplement No. 8 Amendment 5
 - Route 214 Supplement No. 2 Amendment 4
 - Route 990 Supplement No. 4 Amendment 4

CapMetro

Thank you!

INTERLOCAL AGREEMENT

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF ROUND ROCK

(Contract for Transit Services)

This Interlocal Agreement (“**Agreement**”) is between Capital Metropolitan Transportation Authority, a rapid transit authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**CapMetro**”), and the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (“**City**”), each individually referred to as “**Party**” and collectively referred to as “**Parties**”, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, City desires to obtain local fixed routes within the City, commuter service into Austin, and reverse commuter service to Round Rock (“**Transit Services**”) through a partnership with CapMetro, and,

WHEREAS, CapMetro to desires to provide the Transit Services to the City, and,

WHEREAS, City intends to utilize Federal Transit Administration (FTA) funding under 49 U.S.C. 5307 (Section 5307) to partly fund the cost of the Transit Services, as a direct recipient of Section 5307 funds under a separate executed Memorandum of Understanding (MOU) with CapMetro, and,

In consideration of the mutual covenants and agreements herein, CapMetro and the City agree as follows:

AGREEMENT

1. **Services - CapMetro.** CapMetro agrees to provide local fixed routes within the City, commuter service into the City of Austin, and reverse commuter service to the City. CapMetro shall conform to the Scope of Services, hereby made a part of this Agreement as Attachment SOS-1, Scope of Services (“Transit Services”). CapMetro has no obligation to provide complementary paratransit service.
2. **Services - City.** City agrees to provide complementary paratransit service within the City limits and the City’s extraterritorial jurisdiction (ETJ), at its sole cost and expense, as required by federal law.
3. **Service Change.** The City is reviewing proposed service changes to the Transit Services during Fiscal Year 2023. The City will undertake outreach efforts to the public regarding the proposed service changes, including gathering public comments, as required by the FTA C 4702.1B regarding Title VI requirements and guidelines for Federal Transit Administration recipients, as applicable.
4. **Term.** This Agreement shall be effective upon signature of the last party to sign and shall terminate on September 30, 2023, unless terminated for cause or convenience prior to the expiration date (“**Term**”).

5. Fees for Transit Services.

The amount of this Agreement shall not exceed **\$1,574,421** as shown in Attachment SFP-1 Schedule of Fees and Payments.

6. Invoicing and Payment.

- a) Invoices may be submitted once per month, and marked “original” to the attention of:

City of Round Rock
ATTN: Transit Coordinator
2008 Enterprise Drive
Round Rock, TX 78664

- b) Payment terms are net thirty (30) days.

- c) CapMetro shall be paid for actual total hours and vehicle assets, upon the submission of proper invoices, the prices stipulated in for services rendered and accepted, less deductions, if any, as herein provided.

- a) **Fare Recovery.** CapMetro will deduct the following amounts from each monthly invoice: For fare recovery, Bus Routes 50 (Round Rock La Frontera), 51 (Round Rock Circulator), 150 (Round Rock Howard Limited), 152 (Round Rock Tech Ridge Limited) and 980 (North MoPac Express), CapMetro will deduct an amount equal to the product of (i) the total cost of Services provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro’s actual fare recovery percentage for the invoiced month. The monthly CapMetro fare recovery percentage will be calculated by dividing (i) the total amount of actual fares collected for all transit services provided by CapMetro in the invoiced month by (ii) the total amount of CapMetro’s operation costs for the invoiced month.

- b) Fare recovery is subject to change based on various factors including fare adjustments and service adjustments. CapMetro will provide written notification to Round Rock of any such change, including the reasons for the change and the effective date of the change.

- 7. Insurance.** CapMetro shall require its bus contractor to maintain the minimum amounts of insurance and coverages set forth in in Attachment INS-1, Insurance.

- 8. Independent Contractor.** CapMetro’s relationship to City in the performance of this Agreement is that of an independent contractor. The personnel performing Transit Services under this Agreement shall at all times be under CapMetro’s exclusive direction and control and shall be employees or subcontractors of CapMetro’s and not employees of City. CapMetro shall be fully liable for all acts and omissions of its employees, subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Agreement requirements. There shall be no contractual relationship between any subcontractor or supplier of CapMetro and City by virtue of this Agreement. No provision of this Agreement shall be for the benefit of any party except City and CapMetro. CapMetro shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

9. **Standards of Performance.** CapMetro shall perform Transit Services hereunder in compliance with all applicable federal, state, and local laws and regulations. CapMetro shall use only licensed personnel to perform work required by law to be performed by such personnel.
10. **Licenses and Permits.** CapMetro shall, without additional expense to City, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of Transit Services to be provided under this Agreement including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.
11. **Notice of Labor Disputes.** If CapMetro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Transit Services, CapMetro immediately shall give notice, including all relevant information, to City.
12. **Excusable Delays.** Except for defaults of subcontractors, CapMetro shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of CapMetro. Examples of these causes are: acts of God or of the public enemy, acts of City of in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of CapMetro.
13. **Termination for Convenience.** City may, whenever the interests of the City so require, terminate this Agreement, in whole or in part, for the convenience of City. City shall give ninety (90) days' prior written notice of the termination to CapMetro specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Transit Services so terminated, and, on the date set forth in the notice of termination, CapMetro will stop the Transit Services to the extent specified; provided, any such termination must align with CapMetro's three yearly service changes, which occur in January , June, and August.
14. **Equal Employment Opportunity.** In connection with the execution of this Agreement, CapMetro shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CapMetro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
15. **Federal Funding.**
 - a) The City intends to use federal funds to meet a portion of is financial commitment under Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies and Agreement requirements necessary to obtain and expend anticipated federal funds and reimbursements, including but not limited to the requirements of 49 CFR Section 18.36.
 - b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2016 Federal Transit Administration Master Agreement ("Master Agreement") which may be access at the following link: https://www.transit.dot.gov/sites/fta.dot.gov/files/Bulletin16-06ENCLMasterAgreementFY2016_03-04-16.pdf. In doing so, the Parties will require

compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Transit Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations and funding requirements.

16. **Use of Information.** It shall be the responsibility of each Party to comply with the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code (“TPIA”). Neither Party is authorized to receive requests or take any other action under the TPIA on behalf of the other Party. The provisions of this Confidential Information shall be handled in accordance with the provisions of the TPIA. The provisions of this paragraph survive the termination or expiration of this Agreement. If a recipient is under a legal obligation to disclose Confidential Information received under this Agreement, the recipient will use reasonable efforts to promptly provide notice to the other Party, and, to the extent permitted by applicable law and authorized by the Office of the Attorney General of the State of Texas, will cooperate with the disclosing Party to protect Confidential Information.
17. **Examination of Retention of Records.**
City and its representatives shall have audit and inspection rights described below.
 - a) City and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times at CapMetro offices, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this Agreement.
 - b) All records shall be made available at the office of CapMetro at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this Agreement, except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement.
18. **Limitation of Liability.** In no event shall either Party, their respective officers, directors, agents or employees be liable in contract or tort, to the other party (or its subcontractors) for special, indirect, incidental or consequential damages, resulting from the performance, nonperformance, or delay in performance of their obligations under this Agreement. This limitation of liability shall not apply to intentional tort or fraud
19. **Claims.** In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against City, CapMetro shall give written notice thereof, to City within three (3) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and address of the person, firm, corporation, or other entity making such claim or instituting or threatening to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail as hereinafter provided.
20. **Assignment.** This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective.

21. **Point of Contact.** CapMetro shall provide City with a telephone number to ensure immediate communication with a person (not a recording) anytime during Agreement performance. Similarly, City shall designate a City representative who shall be similarly available to CapMetro.
22. **Governing Law.** The rights, obligations, and remedies of the parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this contract, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern. Venue for any action shall lie exclusively in Travis County, Texas.
23. **Incorporation by Reference.** Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.
24. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal or unenforceable for any reason, such as invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be constructed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.
25. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
26. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered in person or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to City or CapMetro, as the case may be, at the addresses set forth below. Notice given by any other manner shall be deemed effective only if and when received by the Party to be notified. A Party may change its address for notice by written notice to the other Party as herein provided.

If to City:

Laurie Hadley, City Manager
City of Round Rock
221 East Main St.
Round Rock, TX 78664

With copy to:

Stephan Sheets, City Attorney
309 East Main St.
Round Rock, TX 78664

If to CapMetro:

Capital Metropolitan Transportation Authority
Attn: Vice President of Strategic Planning and Development
700 Lavaca St., Suite 1400
Austin, Texas 78701

With copy to:

Capital Metropolitan Transportation Authority
Attn: Chief Counsel
700 Lavaca St., Suite 1400
Austin, Texas 78701

These writings are intended as the final expressions of the agreement of the parties and as a complete and exclusive statement of the terms of the Agreement.

27. **Performance.** The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
28. **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.
29. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of CapMetro and City of Round Rock.
30. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.
31. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
32. **Administrative Approvals.** The City's City Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further City Council action or action from the CapMetro Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective City Council and CapMetro Board of Directors' approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties

CERTIFICATIONS

The Parties certify that: (a) the Transit Services specified herein are necessary and essential and are properly within the statutory functions of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of the governmental function; (c) the Transit Services, supplies or materials contracted for are not required by paragraph 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder not is this Agreement prohibited by Chapter 791 of the Texas Government Code; and (d) this Agreement neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its authority.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective undersigned duly authorized as of the Effective Date.

Capital Metropolitan Transportation Authority

City of Round Rock

By: _____

By: _____

Date: _____

Date: _____

Attachments:

- ATTACHMENT SOS -1 Scope of Services
- ATTACHMENT SFP-1 Schedule of Fees and Payments
- ATTACHMENT INS-1 Insurance

ATTACHMENT - SOS-1- Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of the Transit Services:

- 1.1. CapMetro shall provide an operationally dependable vehicle service for passenger use, equipped for maximum passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.
- 1.2. CapMetro must obtain all required licenses and permits to operate in the CapMetro's service area within the scope of the Transit Services.
- 1.3. CapMetro shall furnish all supervision, personnel, passenger vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals as required to perform an operationally dependable public transportation service.

2. VEHICLE HOURS

The Transit Services include four (4) routes: Round Rock La Frontera, Round Rock Circulator, Round Rock Tech Ridge Limited and North MoPac Express. The estimated 10,548 vehicle hours for the routes are and is subject to change.

Vehicle hours for the Round Rock – North MoPac Express will be shared with CapMetro service from the Howard Express Station. Round Rock is responsible for the vehicle hours from Round Rock to Howard Express Station. CapMetro is responsible for vehicle hours from Howard Express Station to downtown Austin. The vehicle hours in the figure above represent only vehicle hours for which Round Rock is responsible.

*Service year is October 1, 2022 through September 30, 2023.

3. VEHICLE REQUIREMENTS

- 3.1. Two (2) peak vehicles are required for the Round Rock La Frontera Routes 50 and 150. Vehicles shall be accessible and capable of transporting at least thirty-five (35) seated persons.
- 3.2. One (1) peak vehicle is required for the Round Rock Circulator Route 51. Vehicle shall be accessible and capable of transporting at least twelve (12) seated persons.
- 3.3. One (1) peak vehicle is required for the Round Rock Tech Ridge Limited Route 152. Vehicles shall be accessible and capable of transporting at least thirty-five (35) seated persons.
- 3.4. One (1) peak vehicle is required for the Round Rock – North MoPac Express. Vehicles shall be accessible and capable of transporting at least forty-six (46) seated persons.
- 3.5. The vehicles may be adjusted based on written agreement by both Parties.

4. SERVICE PERIOD

The service period shall operate between approximately 6:00 a.m. — 8:30 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only. The City will not provide service on the following holidays: New Year’s Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day.

5. VEHICLES

- 5.1. Fixed route and commuter express vehicles shall have adequate heating and air conditioning; two-way radios, fare box, interior lighting, interior and exterior signage, and any other on-board systems required for service. All vehicles shall be in sound condition, maintain a clean appearance of both exterior and interior of vehicle while in service.
- 5.2. All vehicles shall be painted in accordance with CapMetro’s branding program. The City may elect to coordinate with CapMetro on representation of the City’s service inside and outside the buses. CapMetro must approve the branding.
- 5.3. All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed weekly. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin.
- 5.4. Vehicles shall have illuminated destination and block signs that are highly visible and in compliance with ADA regulations.
- 5.5. Vehicle destination signs shall display the route name of the route operated. The destination signs on routes operated within Round Rock will reflect that service is Round Rock service. All destination signs shall be illuminated for night operation.
- 5.6. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 5.7. The City is a recipient of Federal financial assistance and is required to comply with the Title VI of the Civil Rights Act of 1964. CapMetro shall post a Title VI notice in accordance with FTA requirements on the public’s right under Title VI.
- 5.8. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.
- 5.9. All vehicles shall be equipped to permit inward and outward wheelchair boarding. Ramps and lifts will comply with ADA standards. Securement for mobility devices shall consist of four securement belts. Additionally, a lap belt will be provided, if desired by the customer.
- 5.10. The vehicles’ air conditioning system shall be of sufficient size and capacity to maintain an inside temperature of 75 degrees Fahrenheit or 20 degrees lower than the outside temperature, whichever is greater. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 68 degrees Fahrenheit throughout the vehicle.

6. EQUIPMENT CONDITION

- 6.1. CapMetro shall maintain each bus in a clean condition throughout, both interior and exterior, at all times that the bus is in service for the City. All buses must be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.).
- 6.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).
- 6.3. Spare buses are available and best effort will be made to replace any bus that may become disabled or otherwise unavailable for operations.
- 6.4. CapMetro shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps are in good running condition.

7. REPORTING

- 7.1. CapMetro shall submit the results of periodic drug and alcohol audits as they are conducted in an electronic format to the City. CapMetro will also provide the City a copy of the annual Drug and Alcohol Management Information System (DAMIS) submission by CapMetro to the U.S. DOT. This report will include covered employees of CapMetro who may provide service to the City.
- 7.2. CapMetro shall electronically submit to the City, on a periodic basis, random drug and alcohol testing reports for the City to provide the proper federally required oversight of drug and alcohol testing.
- 7.3. CapMetro shall notify the City of all accidents and incidents within 24 hours. Accident/Incident reports shall be provided to the City within 24 hours after CapMetro receives the document. The City will be notified immediately, by email, of passengers that receive medical attention.
 - 7.3.1. Notification emails:
 - Edna Johnson, ejohnson@roundrocktexas.gov
 - Gary Hudder, ghudder@roundrocktexas.gov
 - Michael Bennett, mbennett@roundrocktexas.gov
- 7.4. CapMetro shall collect data as required by 49 U.S.C. 5335 (for National Transit Database), as amended, and any other pertinent information or reports requested by the City. The City shall submit system information to the Nation Transit Database (“NTD”) and FTA, as required by Section 5307.
- 7.5. CapMetro shall collect data, keep records and provide annual reports sufficient to enable the City to meet its NTD reporting obligations as required by federal law and shall coordinate with the City to ensure the data is reported by the proper party and there is no double reporting of NTD data.
- 7.6. CapMetro shall provide its written Public Transportation Agency Safety Plan (PTASP). It shall include:
 - Agency Information
 - Plan Approval and Updates

- Safety Management Policy
- Safety Risk Management Policy
- Safety Assurance Monitoring Plan
- Safety Promotion Plan

7.7. CapMetro shall submit to the City the following information on a monthly basis:

- Days of service
- Number of passengers
- Passengers per hour
- Passengers per mile
- Revenue hours
- Revenue miles
- Vehicle hours
- Vehicle miles

8. SERVICE ADJUSTMENTS

- 8.1. Service adjustments (i.e., changes to schedules) will occur three times per year and must align with the scheduled service adjustments for all other CapMetro services to improve service and respond to any changes requested by the City.
- 8.2. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours.
- 8.3. The City may request service re-evaluation and service modifications for low-performing routes. Should low-performing routes be identified, CapMetro and the City will coordinate to provide implementable options for increasing ridership. The City is responsible for public input and outreach, in compliance with the City's Title VI program and policies.

9. TRAINING

- 9.1. All bus operators performing Transit Services will be properly trained to provide a high quality public transportation service. Training will include, at a minimum, the following elements:
- 9.1.1. Defensive Driving
 - 9.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance.
 - 9.1.3. Route specific training
 - 9.1.4. Ongoing refresher training

10. UNIFORM AND APPEARANCE

- 10.1. All bus operators will wear uniforms branded with CapMetro logo and consistent with CapMetro's Uniform Standards.
- 10.2. At all times while on duty, bus operators shall be well groomed, clean and in complete uniform.

11. PERSONNEL

- 11.1. CapMetro shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Transit Services.
- 11.2. CapMetro shall provide dispatch and radio monitoring personnel during hours of revenue service. CapMetro shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.
- 11.3. All employees must be properly licensed for the class of vehicle operated and trained in accordance with the terms of applicable state, Federal Transit Administration (FTA), Department of Transportation (DOT) and municipal regulations.

12. FARE COLLECTION

- 12.1. The City shall retain and deposit all revenues directly collected from sales by the City. CapMetro shall retain and deposit all revenues directly collected from the sale of passes in the CapMetro service area.
- 12.2. CapMetro shall provide the City with fare media for the Transit Services, with the design approved by the City. Transit Service fare media shall be coded for the Transit Service.
- 12.3. All fares will be honored between the Transit Services and CapMetro services.
- 12.4. All City proposed fares for the Transit Services shall initially align with CapMetro fares to provide a more seamless system for passengers. For Transit Services routes that do not connect to CapMetro services, changes to the fare structure shall be made at the discretion of the City, with a minimum 30-day notification of changes to CapMetro. It is the ultimate goal of the City and CapMetro to have a seamless fare structure.
- 12.5. CapMetro will establish and maintain adequate internal controls for revenue handling, accounting, reconciliation, and security.
- 12.6. CapMetro will coordinate with the City a scheduled day and time every month as needed to come to the City to issue reduce fare identification passes. Passes will be issued to Seniors 65 and older, Medicare card holders, Active-duty military personnel, riders with disabilities, who have been approved for both CapMetro and Round Rock ADA paratransit services

13. MARKETING AND PUBLIC RELATIONS

- 13.1. CapMetro and the City will coordinate to furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Transit Service. CapMetro and the City shall also coordinate to distribute appropriate materials for other routes and services that benefit customers of each service, such as passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects.
- 13.2. All material for the Transit Service will specify that the service is provided by the City and operated by CapMetro.

- 13.3. CapMetro will provide system-wide placards on all CapMetro buses advertising the implementation of Round Rock Transit Service. CapMetro and the City will coordinate on the most appropriate time to install the placards.

14. USE OF TRANSIT CENTER

- 14.1. The City agrees to allow CapMetro use of the City's Downtown Transit Terminal located at 300 W. Bagdad, Round Rock, Texas 78664 (the "**Transit Center**"), for passenger pickups and transfers for the Transit Service routes.
- 14.2. The Transit Center is operated under an Interlocal Agreement with CARTS which provides the City's residents an avenue to connect with CapMetro, Austin and all points served by CARTS Interurban network.
- 14.3. The office is staffed from 7:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m., Monday through Friday, excluding City and/or CARTS holidays. Restroom facilities and vending machines are available for bus operators use.

ATTACHMENT SFP-1 Schedule of Fees and Payments

FY2023	Route 50	Route 51*	Route 150*	Route 152	Route 980	Total
Annual Hours	5,555	968	528	2,719	778	10,548
Hourly Operating Rate	\$136.04	\$136.04	\$136.04	\$136.04	\$141.54	
Total Annual Hourly Operating Cost	\$755,702	\$131,687	\$71,829	\$369,893	\$110,118	
Annual TAM	\$37,413	\$10,250	\$10,250	\$54,399	\$22,880	
Total Fixed Route Cost	\$793,115	\$141,937	\$82,079	\$424,292	\$132,998	\$1,574,421

* Route 51 is budgeted through January service change.

* Route 150 is budgeted through January service change.

ATTACHMENT INS-I – Insurance

Capital Metro will provide, at a minimum, the following levels of insurance through the Texas Municipal League Intergovernmental Risk Pool or a commercial carrier:

Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.

Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with limits of One Hundred Thousand Dollars (\$100,000) and Three Hundred Thousand Dollars (\$300,000) Combined Single Limit of Liability as per Texas Tort Claims Act.

Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

If Capital Metro is using a subcontractor to provide insurance, such subcontractor will carry:

1. Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 50,000
Medical Expenses (any one person)	\$ 50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000

2. Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or an umbrella policy with these same limits.

3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

Board of Directors

Item #: AI-2022-548

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute Amendment No. 4 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one year in an amount not to exceed \$702,771.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Customer 2. Community
 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The Capital Metro/CARTS partnership enables the provision of services that serve the region, including areas not currently in the Capital Metro service area or on the borders of the Capital Metro service area.

BUSINESS CASE: Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro's service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: Capital Metro and CARTS partner to operate transit services on the borders of Capital Metro's service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

This resolution authorizes the amendment to the current Contracted Service Supplement, which expires September 30, 2022. Service cost per vehicle hour is scheduled at \$86.05 (at an increase of \$8.53 over last year) under the terms of this amendment. The total estimated cost of the service, over a one-year period is \$702,770.35 for an estimated 8,167 vehicle hours annually.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-548

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the Contracted Services Supplement for the provision of Route 214 requires an amendment due to the expiration of the current Contracted Services Supplement.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute Amendment No. 4 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one year in an amount not to exceed \$702,771.

Date: _____

**Secretary of the Board
Leslie Pool**

**AMENDMENT NO. 4 TO CONTRACTED SERVICES SUPPLEMENT NO. 2 TO THE
MASTER REGIONAL MOBILITY AGREEMENT**

(Route 214 – Northwest Feeder)

This Amendment No. 4 to Contracted Services Supplement No. 2 to the Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority (“Capital Metro”)**, a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“CARTS”). Capital Metro and CARTS are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (“Agreement”); and,
- B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 2 dated effective May 1, 2015 (“Supplement”); and,
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective September 25, 2017 (“Amendment No. 1”); and,
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective October 1, 2020 (“Amendment No. 2”) and,
- E. Whereas, the Parties entered into that certain Amendment No. 3 to the Supplement effective September 30, 2021 (“Amendment No. 3”) and,
- F. Whereas, the Parties desire to further amend the Supplement.

Now therefore, in consideration of mutual covenants and agreements herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

AGREEMENT

A. AMENDMENT.

- 1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:

CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-4 (“Scope of Services”) attached and incorporated herein for all purposes (“Contracted Service”). The

Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-4) and the Agreement.

2. Paragraph 2.B. of the Supplement is deleted in its entirety and replaced with the following:

B. FEES FOR SERVICES. For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-4 ("Schedule of Fees and Payments") attached and incorporated herein for all purposes.

3. Paragraph 2.C of the Supplement is deleted in its entirety and replaced with the following:

C. TERM. The term of this Supplement will commence on May 1, 2015 and terminate on September 30, 2023. The Parties may extend the term of this Supplement upon sixty (60) days' advance written notice to the other party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

B. INCORPORATIONS BY REFERENCE. All defined terms contained in the Agreement and the Supplement shall have the meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The recitals contained in the Amendment are incorporated herein for all purposes.

C. ENTIRE AGREEMENT. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

D. RATIFICATION. The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

E. CONFLICT. In the event of a conflict between the terms of this Amendment and the terms of the Agreement or Supplement, the provisions of this Amendment shall control.

Signatures on next page.

In Witness Whereof, the Parties have caused this Amendment to be executed by their undersigned, duly authorized representatives to be effective as of September 30, 2022.

Capital Metropolitan Transportation Authority

By: _____

Name: Dottie Watkins

Title: Interim President & CEO

Date: _____

Capital Area Rural Transportation System

By: _____

Name: David L. Marsh

Title: General Manager

Date: _____

Attachments:

ATTACHMENT SFP-4 - Schedule of Fees and Payments

ATTACHMENT SOS-4 - Scope of Services

ATTACHMENT SFP-4
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 2 TO MASTER REGIONAL MOBILITY
AGREEMENT

Route 214 – Northwest Feeder

Capital Metro shall pay CARTS for the Contracted Service at the following rates:

May 1, 2015 – September 30, 2015	\$65.00 per vehicle hour
October 1, 2015 – September 30, 2016	\$66.95 per vehicle hour
October 1, 2016 – September 30, 2017	\$68.96 per vehicle hour
October 1, 2017 – September 30, 2018	\$71.03 per vehicle hour
October 1, 2018 – September 30, 2019	\$73.16 per vehicle hour
October 1, 2019 – September 30, 2020	\$75.74 per vehicle hour
October 1, 2020 – September 30, 2021	\$75.74 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.05 per vehicle hour

Capital Metro Source of Funds for Payment of Contracted Service: 100% Local Funds

For the purposes of payment, a fixed route vehicle hour means the time a vehicle leaves its base for the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).

ATTACHMENT SOS-3
**SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 2
TO MASTER REGIONAL MOBILITY AGREEMENT**

Route 214 – Northwest Feeder

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 2 to Master Regional Mobility Agreement (“**Supplement**”) documents the requirements related to the operation of Route 214 – Northwest Feeder fixed route service (the “**Contracted Service**”). Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide an operationally dependable vehicle service for customer use, equipped for maximum customer comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

CARTS shall obtain all required licenses and permits to operate in the Capital Metro’s service area within the scope of this Contracted Service.

CARTS shall furnish all supervision, security protection, personnel, customer vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals (such as comfort stop identification) as required to perform an operationally dependable public transportation service. Fueling of vehicles shall not occur during revenue hours. Fueling, if needed may occur during shift changes or through vehicle exchanges at route terminal locations, provided that customers are not inconvenienced.

CARTS shall at all times comply and cause its assigned personnel and contractors to comply with Capital Metro’s policies and procedures, as revised, supplemented, and updated from time to time. These policies and procedures include, but are not limited to, the documents found on Capital Metro’s service provider extranet site located at https://CapitalMetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

The Contracted Services consists of Capital Metro Route 214-Northwest Feeder fixed route service. This route presently operates between Lago Vista Park and Ride Lot, Jonestown and Lakeline MetroRail Station.

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 31.

Estimated Total Hours Annually = 8,167.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required.

5.0 SERVICE PERIOD

CARTS will operate the service on weekdays, approximately 5:00 a.m. — 9:30 p.m. (times may vary within this window, based on the specific route schedule).

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trip schedules provided by Capital Metro. Capital Metro service changes occur three times per year during the months of January, June, and August. CARTS shall follow the prescribed routes and schedules as established by Capital Metro and communicate any route detours or route delays with Capital Metro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; provision for Capital Metro to install a Genfare fare box; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling two (2) mobility device positions.

All vehicles shall be painted in accordance with Capital Metro's graphic program. Capital Metro shall supply logos for the vehicles. Vehicles shall bear no other logos, emblems or identification unless required by law or approved by Capital Metro. Capital Metro logos shall be promptly removed at the end of the Supplement term.

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at

all times that the bus is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to the health and well-being of the customers and operator of the bus. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.

Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations and programmed with proper route and safety designations as defined by Capital Metro. All destination signs shall be illuminated for night operation.

Vehicles shall be equipped with customer notice holders, and customer discharge bells.

Vehicle bodies, frames, and components shall be in sound condition, and free of all damage that compromises the safe operation of the vehicle. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

At its discretion, Capital Metro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by Capital Metro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

All vehicles shall be capable of comfortably seating a minimum of twelve (12) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

All vehicles shall be equipped to permit inward and outward mobility device boarding. Ramps and lifts shall comply with ADA standards. Securement for mobility devices shall consist of wheel clamps, and four (4) securement belts. Additionally, a lap belt shall be required for customer preference.

The vehicles air conditioning system shall be of sufficient size and capacity to maintain a comfortable, constant temperature throughout the vehicle. The heating system shall have proportional controls and be of sufficient capacity to maintain a comfortable, constant temperature throughout the vehicle.

8.0 EQUIPMENT CONDITION

CARTS shall maintain each vehicle in a clean condition throughout, both interior and exterior, at all times that the vehicle is in service for Capital Metro. All vehicles shall be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.) prior to the bus going into service each day. Each bus shall be detailed at a

minimum of once every ninety (90) days. The detailing shall include, but is not limited to:

- a) Removal of all graffiti.
- b) Cleaning of all side panels.
- c) Cleaning ceiling panels.
- d) Cleaning dome light covers.
- e) Cleaning of seats, including frames.
- f) Cleaning floors (i.e., gum removal).
- g) Exterior cleaning, repaint wheel rims, if necessary.
- h) Be free of body damage, have no missing or unpainted panels.
- i) Wheel rims shall be supplied by CARTS.
- j) Have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

9.0 SPARE VEHICLES

Spare vehicles, fully meeting all vehicle requirements listed above in section 7.0, including but not limited to mobility device accessibility and graphic requirements, shall be maintained and dispatched for replacement purposes within one (1) hour of the time any the primary vehicle becomes inoperable or shall be removed from service for repairs.

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the Contracted Service as may reasonably be requested by Capital Metro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided on a monthly basis along with CARTS invoice for that month. The following information shall be provided to the Capital Metro Project Manager:

- a) Boarding for the entire month.
- b) Summary of vehicle and passenger accidents for the entire month.
- c) Late and missed trips for the entire month.
- d) Miles driven for the entire month.
- e) On-time performance for each week, as well as the monthly average.
- f) Road calls for the entire month.
- g) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

Capital Metro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) of the total projected annual vehicle hours, Capital Metro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such renegotiations would also occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose method of compensation for service expansion including adding vehicles.

Capital Metro reserves the right, upon notification to CARTS to transfer portions or all of the Contracted Service to another service provider based on the operational needs of Capital Metro. CARTS may also request a transfer of portions or all of the Contracted Service to another service provider by providing Capital Metro at least six (6) months' notice in advance based on the operational needs of CARTS.

12.0 HOLIDAY SCHEDULE

Capital Metro reserves the right to operate modified schedules which it deems appropriate in conjunction with the holidays listed based on what is shown in the most current Capital Metro Destinations schedule book which may be accessed here: <https://www.Capital Metro.org/destinations/>. CARTS should be prepared to ensure that Contracted Service are provided in accordance with such holiday schedules.

13.0 TRAINING

All bus operators hired by CARTS shall attend, at a minimum, the following training:

- a) Six (6) hours of defensive driving training and two (2) hours of overview of Capital Metro service. CARTS shall be responsible for providing a certified defensive driving course for all bus operators, prior to driving.
- b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hours of refresher training.
- c) The cost of bus operator's wages during training shall be borne by CARTS.
- d) CARTS shall be required to ensure all bus operators are aware of proper customer communication practices required for polite customer assistance and participate in customer service training for at least two (2) hours annually.
- e) CARTS shall ensure all bus operators complete training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any bus operator who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as refresher training and retraining, shall be conducted by CARTS. CARTS shall be required to have a bus operator development program in place to address all bus operator related training needs. Capital Metro shall inform CARTS in writing of any changes in operating procedures; CARTS shall be responsible for any training at their cost for existing bus operators which is needed as a result of changed procedures.

All training programs shall be subject to Capital Metro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with Capital Metro's uniform and appearance requirements. The uniform and appearance standards are available here: https://CapitalMetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Policies/Policy%20-%20All%20Operating%20Procedure%20-%20CMTA%20Uniform%20and%20Appearance%20Standards.pdf.

Any deviations from the uniform and appearance standards must be approved by Capital Metro in its sole discretion.

15.0 REMOVAL

Capital Metro may require CARTS to immediately remove, pending investigation, any bus operator from Capital Metro service for any one of, but not necessarily limited to, the following:

- a) Committing unsafe or inappropriate acts while providing service.
- b) Failure to follow Capital Metro policies and procedures.
- c) Using a cell phone while operating Capital Metro vehicle, including texting and use of Bluetooth devices.
- d) Revocation, suspension or non-renewal of a valid driver's license.
- e) A criminal conviction as set forth in the Master Agreement section entitled "Personnel Assignments".
- f) Violating the uniform and appearance standards without approval.
- g) Using any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.
- h) Failing to follow safety rules and regulations.
- i) Failing to follow security policies, guidelines, and procedures.
- j) Notification of an active warrant from any law enforcement or judicial agency; and/or
- k) Any conduct which puts Capital Metro or its reputation at risk.

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the transportation service in accordance with the Supplement.

CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. Capital Metro's Program Manager, Bus Contracts shall be Capital Metro's Project Manager for this Supplement.

17.0 SUPERVISION

CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure bus operator adherence to procedures (i.e., on-time performance, customer relations, etc.). Such supervision shall also include prompt responses to all investigation of accidents. Capital Metro reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Supplement.

18.0 DISPATCHING & RADIO COMMUNICATION

CARTS shall be required to maintain dispatch and radio monitoring personnel to work during the hours of Contracted Service. CARTS shall be able to effectively dispatch assignments and provide prompt responses to bus operator and/or vehicle problems which could impact CARTS service. CARTS will work with Capital Metro to allow for Capital Metro's ability to monitor radio communications between CARTS dispatch office and CARTS bus operators regarding Contracted Service. CARTS would also have the option of having a supervisor on call to respond to questions or problems.

This communication shall be via two-way radios. Base station, tower and fixed vehicle radios to be provided by CARTS.

19.0 FARE COLLECTION

CARTS shall collect fares and charges established by Capital Metro. Without Capital Metro's approval, no free transportation service shall be provided to persons other than the following:

- a) Capital Metro employees, contractors or dependents with valid identification.
- b) Seniors or persons with disabilities with the proper Capital Metro issued identification card.
- c) K – 12 students, with valid ID.
- d) Ten (10) and younger must be accompanied by someone twelve (12) or older.

- e) UT students, faculty or employees presenting a valid UT identification card.
- f) Complimentary tickets or ticket passes.

Capital Metro shall notify CARTS of changes in the fare structure.

All fare collection equipment shall be owned by and supplied by Capital Metro and maintained by Capital Metro or its contractors. Capital Metro shall reimburse CARTS for time to have fare box maintained and cash collected at a location as defined by Capital Metro based on the hourly rate defined in the SFP. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment is retrieved regularly, at a minimum of once per month by Capital Metro designated personnel or contractors.

20.0 CUSTOMER COMPLAINTS

CARTS shall direct customers to file complaints with Capital Metro via telephone, in person or written correspondence. Once Capital Metro has forwarded the complaint for investigation to CARTS, CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. CARTS shall be provided access to a Capital Metro designated customer comment program (currently called Service One) to access all complaint information. At the end of the Supplement term access to this program shall be terminated.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable Capital Metro to meet its National Transit Database (“NTD”) reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall obtain an independent audit of said annual NTD reports at CARTS expense and submit to Capital Metro by November 30.

22.0 PERFORMANCE SPECIFICATIONS

CARTS shall at all times strive to meet the performance standards listed below in order to provide the highest level of service possible. Capital Metro reserves the right to monitor CARTS in its performance of the Contracted Service to be provided under the Supplement.

The following are the performance specifications:

- a) No more than eight (8) complaints per 10,000 customers.
- b) No more than three (3) vehicle accidents per 100,000 vehicle miles.
- c) No more than three (3) passenger accidents per 100,000 miles.

- d) Ninety percent (90%) of trips operating on time. (An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late).

23.0 ON-TIME PERFORMANCE

CARTS operators must complete daily logs with scheduled times and actual times entered at all time points to record and measure on-time performance (“**OTP**”). An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late. Sampling could be required if CCRS trended an increase because OTP issues. Capital Metro personnel may also conduct checks.

24.0 MARKETING AND PUBLIC RELATIONS

Capital Metro shall furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Contracted Service. CARTS shall distribute Capital Metro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by Capital Metro from time to time. Capital Metro shall be the exclusive public media spokesman in connection with the Contracted Service.

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards to perform Capital Metro Contracted Service as defined below:

- a) Be employees (full or part-time) of CARTS.
- b) Have a Class B driver's license with passenger endorsement and air brakes, if operating a bus.
- c) Have the ability to read, write, and speak English.
- d) Be sensitive to customers' needs.
- e) Have the ability to handle complaints and problems as required.
- f) Pass a Department of Transportation ("**DOT**") physical and comprehensive drug screen.

26.0 DRUG AND ALCOHOL TESTING PROGRAM

CARTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or Capital Metro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

CARTS drug and alcohol policy for Contracted Service shall include zero tolerance for positive results and other violations of the policy. Employees of CARTS with a confirmed positive drug or alcohol test may not be used to perform work under the Supplement.

CARTS agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (“**MIS**”) reports annually on or before February 28th to Capital Metro.

CARTS agrees to submit a copy of its Policy Statement developed to implement its Drug and Alcohol Testing Program and consult with Capital Metro on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

CARTS will adhere to the FTA training frequency requirements as outlined under 49 CFR.

27.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. Capital Metro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan (“**SMS**”) and CARTS shall ensure that the principles of SMS are included in the Contracted Service operation. CARTS shall provide Capital Metro with a copy of such plan.

CARTS shall participate in periodic emergency readiness training and drills, at the direction of Capital Metro.

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.

Board of Directors

Item #: AI-2022-549

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute Amendment No. 4 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$248,857.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer 2. Community
- 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The Capital Metro/CARTS partnership enables the provision of services to the larger region, including areas not currently in the Capital Metro service area.

BUSINESS CASE: Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro's service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: Capital Metro and CARTS partner to operate transit services on the borders of Capital Metro's service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

Supplement No. 4 to the Master Regional Mobility Agreement allows for the provision of transit service for the Manor area. CARTS provides the vehicle, fuel, operations and maintenance for this service.

The current Contracted Service Supplement No. 4 which allows for CARTS to operate Route 990 - Manor Express expires on September 30, 2022. This resolution authorizes the amendment to the current Contracted Service Supplement. Service cost per vehicle hour is \$86.05. The total cost of the service, over a one-year period is estimated not to exceed \$248,856.60 for 2,892 estimated vehicle hours.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-549

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to partner with local jurisdictions seeking transit services along with other transit providers in the region.

NOW, THEREFORE, BE IT RESOLVED that the Interim President & CEO, or their designee, is authorized to finalize and execute Amendment No. 4 to CARTS Supplement No. 3 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$248,857.

Date: _____

**Secretary of the Board
Leslie Pool**

**AMENDMENT NO. 4 TO CONTRACTED SERVICES SUPPLEMENT NO. 4 TO THE
MASTER REGIONAL MOBILITY AGREEMENT
(Route 990 – Manor Express)**

This Amendment No. 4 to Contracted Services Supplement No. 4 to the Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority (“Capital Metro”)**, a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“**CARTS**”). Capital Metro and CARTS are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (“Agreement”); and,
- B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 4 dated effective May 1, 2015 (“Supplement”); and,
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective September 25, 2017 (“Amendment No. 1”); and,
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective October 2, 2020 (“Amendment No. 2”) and,
- E. Whereas, the Parties entered into that certain Amendment No. 3 to the Supplement effective September 30, 2021 (“Amendment No. 3”) and,
- F. Whereas, the Parties desire to further amend the Supplement.

NOW THEREFORE, in consideration of mutual covenants and agreements herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

AGREEMENT

A. AMENDMENT.

- 1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:

CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-4 (“Scope of Services”) attached and incorporated herein for all purposes (“Contracted Service”). The

Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-4 and the Agreement.

1.
 2. Paragraph 2.B. of the Supplement is deleted in its entirety and replaced with the following:

B. FEES FOR SERVICES. For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-4 ("Schedule of Fees and Payments") attached and incorporated herein for all purposes.
 3. Paragraph 2.C of the Supplement is deleted in its entirety and replaced with the following:
 2. C. TERM. The term of this Supplement will commence on May 1, 2015, ("**Effective Date**") and terminate on September 30, 2023. The Parties may extend the term of this supplement upon sixty (60) days' advance written notice to the other party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

B. INCORPORATIONS BY REFERENCE. All defined terms contained in the Agreement and the Supplement shall have the meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The recitals contained in the Amendment are incorporated herein for all purposes.

C. ENTIRE AGREEMENT. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

D. RATIFICATION. The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

E. CONFLICT. In the event of a conflict between the terms of this Amendment and the terms of the Agreement or Supplement, the provisions of this Amendment shall control.

[Signature Page Follows]

In Witness Whereof, the Parties have caused this Amendment to be executed by their undersigned, duly authorized representatives to be effective as of September 30, 2022.

Capital Metropolitan Transportation Authority

By: _____

Name: Dottie Watkins

Title: Interim President and CEO

Date: _____

Capital Area Rural Transportation System

By: _____

Name: David L. Marsh

Title: General Manager

Date: _____

Attachments:

ATTACHMENT SFP-4 - Schedule of Fees and Payments

ATTACHMENT SOS-4 - Scope of Services

ATTACHMENT SFP-4
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 4 TO MASTER REGIONAL
MOBILITY AGREEMENT

Route 990 – Manor Express

Capital Metro shall pay CARTS for the Contracted Service at the following rates:

October 1, 2017 – September 30, 2018	\$71.03 per vehicle hour
October 1, 2018 – September 30, 2019	\$73.16 per vehicle hour
October 1, 2019 – September 30, 2020	\$75.74 per vehicle hour
October 1, 2020 – September 30, 2021	\$75.74 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.05 per vehicle hour

Capital Metro Source of Funds for Payment of Contracted Service: 100% Local Funds

For the purposes of payment, a fixed route vehicle hour means the time a vehicle leaves its base for the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns). Vehicle hours between Manor Park and Ride Lot and Elgin Park and Ride Lot shall not be billed under this Supplement.

ATTACHMENT SOS-4
**SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 4
TO MASTER REGIONAL MOBILITY AGREEMENT**

Route 990 – Manor Express

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 5 to Master Regional Mobility Agreement (“**Supplement**”) documents the requirements related to the operation of Route 990 – Manor Express fixed route service (the “**Contracted Service**”). Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide an operationally dependable vehicle service for customer use, equipped for maximum customer comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

CARTS shall obtain all required licenses and permits to operate in the Capital Metro’s service area within the scope of this Contracted Service.

CARTS shall furnish all supervision, security protection, personnel, customer vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals (such as comfort stop identification) as required to perform an operationally dependable public transportation service. Fueling of vehicles shall not occur during revenue hours. Fueling, if needed may occur during shift changes or through vehicle exchanges at route terminal locations, provided that customers are not inconvenienced.

CARTS shall at all times comply and cause its assigned personnel and contractors to comply with Capital Metro’s policies and procedures, as revised, supplemented, and updated from time to time. These policies and procedures include, but are not limited to, the documents found on Capital Metro’s service provider extranet site located at https://CapitalMetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

Capital Metro Route 990-Manor Express fixed route (“**Contracted Service**”) The route presently operates between downtown Austin and Manor Park and Ride Lot. The extension between Manor Park and Ride Lot and Elgin Park and Ride Lot is not a part of this Supplement or Agreement.

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 11.

Estimated Total Hours Annually = 2,892.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required.

5.0 SERVICE PERIOD

CARTS will operate the service on weekdays, approximately 5:00 a.m. — 9:30 p.m. (times may vary within this window, based on the specific route schedule).

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trip schedules provided by Capital Metro. Capital Metro service changes occur three times per year during the months of January, June, and August. CARTS shall follow the prescribed routes and schedules as established by Capital Metro and communicate any route detours or route delays with Capital Metro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; provision for Capital Metro to install a Genfare fare box; installation of a manual fare box for fares collected between Manor and Elgin; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling two (2) mobility device positions.

All vehicles shall be painted in accordance with Capital Metro's graphic program. Capital Metro shall supply logos for the vehicles. Vehicles shall bear no other logos, emblems or identification unless required by law or approved by Capital Metro. Capital Metro logos shall be promptly removed at the end of the Supplement term.

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the bus is utilized in Contracted Service. CARTS is strictly prohibited

from using any vermin control product that would be hazardous to the health and well-being of the customers and operator of the bus. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.

Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations and programmed with proper route and safety designations as defined by Capital Metro. All destination signs shall be illuminated for night operation.

Vehicles shall be equipped with customer notice holders, and customer discharge bells.

Vehicle bodies, frames, and components shall be in sound condition, and free of all damage that compromises the safe operation of the vehicle. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

At its discretion, Capital Metro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by Capital Metro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

All vehicles shall be capable of comfortably seating a minimum of twelve (20) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

All vehicles shall be equipped to permit inward and outward mobility device boarding. Ramps and lifts shall comply with ADA standards. Securement for mobility devices shall consist of wheel clamps, and four (4) securement belts. Additionally, a lap belt shall be required for customer preference.

The vehicles air conditioning system shall be of sufficient size and capacity to maintain a comfortable, constant temperature throughout the vehicle. The heating system shall have proportional controls and be of sufficient capacity to maintain a comfortable, constant temperature throughout the vehicle.

8.0 EQUIPMENT CONDITION

CARTS shall maintain each vehicle in a clean condition throughout, both interior and exterior, at all times that the vehicle is in service for Capital Metro. All vehicles shall be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.) prior to the bus going into service each day. Each bus shall be detailed at a

minimum of once every ninety (90) days. The detailing shall include, but is not limited to:

- a) Removal of all graffiti.
- b) Cleaning of all side panels.
- c) Cleaning ceiling panels.
- d) Cleaning dome light covers.
- e) Cleaning of seats, including frames.
- f) Cleaning floors (i.e., gum removal).
- g) Exterior cleaning, repaint wheel rims, if necessary.
- h) Be free of body damage, have no missing or unpainted panels.
- i) Wheel rims shall be supplied by CARTS.
- j) Have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

9.0 SPARE VEHICLES

Spare vehicles, fully meeting all vehicle requirements listed above in section 7.0, including but not limited to mobility device accessibility and graphic requirements, shall be maintained and dispatched for replacement purposes within one (1) hour of the time any the primary vehicle becomes inoperable or shall be removed from service for repairs.

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the Contracted Service as may reasonably be requested by Capital Metro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided on a monthly basis along with CARTS invoice for that month. The following information shall be provided to the Capital Metro Project Manager:

- a) Boarding for the entire month.
- b) Summary of vehicle and passenger accidents for the entire month.
- c) Late and missed trips for the entire month.
- d) Miles driven for the entire month.
- e) On-time performance for each week, as well as the monthly average.
- f) Road calls for the entire month.
- g) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

Capital Metro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) of the total projected annual vehicle hours, Capital Metro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such renegotiations would also occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose method of compensation for service expansion including adding vehicles.

Capital Metro reserves the right, upon notification to CARTS to transfer portions or all of the Contracted Service to another service provider based on the operational needs of Capital Metro. CARTS may also request a transfer of portions or all of the Contracted Service to another service provider by providing Capital Metro at least six (6) months' notice in advance based on the operational needs of CARTS.

12.0 HOLIDAY SCHEDULE

Capital Metro reserves the right to operate modified schedules which it deems appropriate in conjunction with the holidays listed based on what is shown in the most current Capital Metro Destinations schedule book which may be accessed here: <https://www.Capital Metro.org/destinations/>. CARTS should be prepared to ensure that Contracted Service are provided in accordance with such holiday schedules.

13.0 TRAINING

All bus operators hired by CARTS shall attend, at a minimum, the following training:

- a) Six (6) hours of defensive driving training and two (2) hours of overview of Capital Metro service. CARTS shall be responsible for providing a certified defensive driving course for all bus operators, prior to driving.
- b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hours of refresher training.
- c) The cost of bus operator's wages during training shall be borne by CARTS.
- d) CARTS shall be required to ensure all bus operators are aware of proper customer communication practices required for polite customer assistance and participate in customer service training for at least two (2) hours annually.
- e) CARTS shall ensure all bus operators complete training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any bus operator who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as refresher training and retraining, shall be conducted by CARTS. CARTS shall be required to have a bus operator development program in place to address all bus operator related training needs. Capital Metro shall inform CARTS in writing of any changes in operating procedures; CARTS shall be responsible for any training at their cost for existing bus operators which is needed as a result of changed procedures.

All training programs shall be subject to Capital Metro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with Capital Metro's uniform and appearance requirements. The uniform and appearance standards are available here: https://CapitalMetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Policies/Policy%20-%20All%20Operating%20Procedure%20-%20CMTA%20Uniform%20and%20Appearance%20Standards.pdf.

Any deviations from the uniform and appearance standards must be approved by Capital Metro in its sole discretion.

15.0 REMOVAL

Capital Metro may require CARTS to immediately remove, pending investigation, any bus operator from Capital Metro service for any one of, but not necessarily limited to, the following:

- a) Committing unsafe or inappropriate acts while providing service.
- b) Failure to follow Capital Metro policies and procedures.
- c) Using a cell phone while operating Capital Metro vehicle, including texting and use of Bluetooth devices.
- d) Revocation, suspension or non-renewal of a valid driver's license.
- e) A criminal conviction as set forth in the Master Agreement section entitled "Personnel Assignments".
- f) Violating the uniform and appearance standards without approval.
- g) Using any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.
- h) Failing to follow safety rules and regulations.
- i) Failing to follow security policies, guidelines, and procedures.
- j) Notification of an active warrant from any law enforcement or judicial agency; and/or
- k) Any conduct which puts Capital Metro or its reputation at risk.

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the transportation service in accordance with the Supplement.

CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. Capital Metro's Program Manager, Bus Contracts shall be Capital Metro's Project Manager for this Supplement.

17.0 SUPERVISION

CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure bus operator adherence to procedures (i.e., on-time performance, customer relations, etc.). Such supervision shall also include prompt responses to all investigation of accidents. Capital Metro reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Supplement.

18.0 DISPATCHING & RADIO COMMUNICATION

CARTS shall be required to maintain dispatch and radio monitoring personnel to work during the hours of Contracted Service. CARTS shall be able to effectively dispatch assignments and provide prompt responses to bus operator and/or vehicle problems which could impact CARTS service. CARTS will work with Capital Metro to allow for Capital Metro's ability to monitor radio communications between CARTS dispatch office and CARTS bus operators regarding Contracted Service. CARTS would also have the option of having a supervisor on call to respond to questions or problems.

This communication shall be via two-way radios. Base station, tower and fixed vehicle radios to be provided by CARTS.

19.0 FARE COLLECTION

CARTS shall collect fares and charges established by Capital Metro. Without Capital Metro's approval, no free transportation service shall be provided to persons other than the following:

- a) Capital Metro employees, contractors or dependents with valid identification.
- b) Seniors or persons with disabilities with the proper Capital Metro issued identification card.
- c) K – 12 students, with valid ID.
- d) Ten (10) and younger must be accompanied by someone twelve (12) or older.

- e) UT students, faculty or employees presenting a valid UT identification card.
- f) Complimentary tickets or ticket passes.

Capital Metro shall notify CARTS of changes in the fare structure.

All fare collection equipment shall be owned by and supplied by Capital Metro and maintained by Capital Metro or its contractors. Capital Metro shall reimburse CARTS for time to have fare box maintained and cash collected at a location as defined by Capital Metro based on the hourly rate defined in the SFP. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment is retrieved regularly, at a minimum of once per month by Capital Metro designated personnel or contractors.

Fares collected from customers for travel between Manor and Elgin shall not be comingled in Capital Metro's fare collection process and shall be collected separately in a manner determined by CARTS.

20.0 CUSTOMER COMPLAINTS

CARTS shall direct customers to file complaints with Capital Metro via telephone, in person or written correspondence. Once Capital Metro has forwarded the complaint for investigation to CARTS, CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. CARTS shall be provided access to a Capital Metro designated customer comment program (currently called Service One) to access all complaint information. At the end of the Supplement term access to this program shall be terminated.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable Capital Metro to meet its National Transit Database ("**NTD**") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall obtain an independent audit of said annual NTD reports at CARTS expense and submit to Capital Metro by November 30.

22.0 PERFORMANCE SPECIFICATIONS

CARTS shall at all times strive to meet the performance standards listed below in order to provide the highest level of service possible. Capital Metro reserves the right to monitor CARTS in its performance of the Contracted Service to be provided under the Supplement.

The following are the performance specifications:

- a) No more than eight (8) complaints per 10,000 customers.
- b) No more than three (3) vehicle accidents per 100,000 vehicle miles.
- c) No more than three (3) passenger accidents per 100,000 miles.
- d) Ninety percent (90%) of trips operating on time. (An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late).

23.0 ON-TIME PERFORMANCE

CARTS operators must complete daily logs with scheduled times and actual times entered at all time points to record and measure on-time performance (“**OTP**”). An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late. Sampling could be required if CCRS trended an increase because OTP issues. Capital Metro personnel may also conduct checks.

24.0 MARKETING AND PUBLIC RELATIONS

Capital Metro shall furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Contracted Service. CARTS shall distribute Capital Metro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by Capital Metro from time to time. Capital Metro shall be the exclusive public media spokesman in connection with the Contracted Service.

CARTS shall be responsible to market and promote the route between Manor and Elgin by measures determined by CARTS. Capital Metro shall include the extension of the route beyond Manor in its marketing materials with an explanation that separate fares are required.

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards to perform Capital Metro Contracted Service as defined below:

- a) Be employees (full or part-time) of CARTS.
- b) Have a Class B driver's license with passenger endorsement and air brakes, if operating a bus.
- c) Have the ability to read, write, and speak English.
- d) Be sensitive to customers' needs.
- e) Have the ability to handle complaints and problems as required.
- f) Pass a Department of Transportation ("**DOT**") physical and comprehensive drug screen.

26.0 DRUG AND ALCOHOL TESTING PROGRAM

CARTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish

its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or Capital Metro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

CARTS drug and alcohol policy for Contracted Service shall include zero tolerance for positive results and other violations of the policy. Employees of CARTS with a confirmed positive drug or alcohol test may not be used to perform work under the Supplement.

CARTS agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (“**MIS**”) reports annually on or before February 28th to Capital Metro.

CARTS agrees to submit a copy of its Policy Statement developed to implement its Drug and Alcohol Testing Program and consult with Capital Metro on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

CARTS will adhere to the FTA training frequency requirements as outlined under 49 CFR.

27.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. Capital Metro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan (“**SMS**”) and CARTS shall ensure that the principles of SMS are included in the Contracted Service operation. CARTS shall provide Capital Metro with a copy of such plan.

CARTS shall participate in periodic emergency readiness training and drills, at the direction of Capital Metro.

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.

Board of Directors

Item #: AI-2022-550

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of limited paratransit and senior service (the "Service") for an amount not to exceed \$230,301 in FTA funds and \$345,452 in local funds from the City of Georgetown.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Customer 2. Community
 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This ILA will provide for limited paratransit and senior service in the City of Georgetown made possible by sharing FTA funds through the CapMetro Service Expansion Program. The transit services were recommended as part of the Georgetown Transit Development Plan, which is required in the Capital Metro Service Expansion Policy.

BUSINESS CASE: As the FTA Designated Recipient for transit funding for the Austin Urbanized Area, CapMetro is responsible for allocating FTA funds within the urbanized area. The 2010 Census designated Georgetown as part of the Austin Urbanized Area and the city desires to use FTA funds to support limited paratransit service. Georgetown has met all the requirements to participate in the Service Expansion Program.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: As the FTA Designated Recipient for transit funding for the Austin Urbanized Area, CapMetro is responsible for allocating FTA funds within the urbanized area. The 2010 Census designated Georgetown as part of the Austin Urbanized Area and the city desires to use FTA funds to support limited paratransit service. Georgetown has met all the requirements to participate in the Service Expansion Program.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-550

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to be a valued community partner; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to partner with local jurisdictions seeking transit services.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of Limited Paratransit and Senior Service for the amount not to exceed \$230,301 in FTA funds and \$345,452 in local funds from the City of Georgetown.

Date: _____

**Secretary of the Board
Leslie Pool**

INTERLOCAL AGREEMENT

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF GEORGETOWN

(Contract Limited Paratransit and Senior Services)

This Interlocal Agreement (“**Agreement**”) is between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**CapMetro**”), and the City of Georgetown, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (“**City**”), each individually referred to as “Party” and collectively referred to as “Parties”, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, City desires to partner with CapMetro to obtain transit services within the City’s limits for a segment of the City’s general public defined by physical or functional disability or persons age 65 and older (“**Limited Paratransit and Senior Service**”); and,

WHEREAS, CapMetro desires to provide the Limited Paratransit and Senior Service to the City; and,

WHEREAS, the Limited Paratransit and Senior Service will be funded by Federal Transit Administration (“FTA”) funding under 49 U.S.C. 5307 (“**Section 5307**”); and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, CapMetro and the City agree as follows:

AGREEMENT

1. **Services**. CapMetro will provide Limited Paratransit and Senior Service within the City limits, as described in the Scope of Services attached as **Exhibit “A”** to this Agreement (the “**Services**”). CapMetro will contract with the Capital Area Rural Transportation System or other transportation provider mutually agreed upon by the Parties (the “**Third Party Service Provider**”) to perform the Services as a third party service provider. The City grants CapMetro and the Third Party Service Provider the right to use the City’s streets to provide the Services for the term of this Agreement.

2. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement (“**Effective Date**”) and shall terminate on September 30, 2023, unless terminated for cause or convenience prior to the expiration date (“**Term**”).

3. **Fees.** The fees for Services (collectively, the “**Fees**”) shall not exceed the following amounts:
 - a) For one vehicle, \$115,151 in FTA Section 5307 funds and \$172,726 in corresponding local match funds from the City, which shall be based on the vehicle weekday hours and hourly rates set forth in **Exhibit “B”**.
 - b) For one additional vehicle, the total is \$230,301 in FTA Section 5307 funds and \$345,452 in corresponding local match funds from the City, which shall be based on vehicle weekday hours and the hourly rates set forth in **Exhibit “B”**.
 - c) The City will be responsible for 100 percent of the costs for any Services provided after the Section 5307 Funds expenditure balance is exhausted. The City is responsible for tracking invoices and Section 5307 Funds expenditure balance. The City and CapMetro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.

4. **Invoicing and Payment.**
 - a) The City shall pay CapMetro for Services rendered and accepted, in accordance with rates set forth in **Exhibit “B”** of this Agreement.
 - b) Invoices may be submitted once per month and submitted to the attention of:

City of Georgetown
Finance Department
P.O. Box 409
Georgetown, TX 78627
 - c) Upon CapMetro’s submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.

5. **Insurance.** CapMetro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in **Exhibit “C”** attached to this Agreement.

6. **Independent Contractor.** CapMetro’s relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall at all times be under CapMetro’s exclusive direction and control and shall be employees or subcontractors of CapMetro and not employees of the City. There shall be no contractual relationship between any

subcontractor or supplier of CapMetro and the City by virtue of this Agreement. CapMetro shall pay wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

7. **Standards of Performance.** CapMetro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. CapMetro shall use only licensed personnel to perform work required by law to be performed by such personnel.
8. **Licenses and Permits.** CapMetro shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of Services to be provided under this Agreement including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.
9. **Notice of Labor Disputes.** If CapMetro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, CapMetro immediately shall give notice, including all relevant information, to the City.
10. **Excusable Delays.** Except for defaults of subcontractors, CapMetro shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of CapMetro. Examples of these causes are: acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of CapMetro.
11. **Termination for Convenience.** A party may, whenever the interests of that Party so require, terminate this Agreement, in whole or in part, for the convenience of that Party. Such Party shall give ninety (90) days' prior written notice of the termination to the other Party specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Services so terminated, and, on the date set forth in the notice of termination, CapMetro will stop the Services to the extent specified; provided, any such termination must align with CapMetro's three (3) yearly service changes, which occur in January, June, and August. Notwithstanding the foregoing, either Party may terminate at any time in the event federal funds are withdrawn, terminated, or canceled by the FTA or a successor agency. In the event of such a termination, the terminating Party shall give the other Party written notice of the termination specifying the part of the Agreement terminated and when such termination becomes effective. On the date set forth in the notice of termination, CapMetro will stop the Services to the extent specified.

12. **Equal Employment Opportunity.** In connection with the execution of this Agreement, CapMetro shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability. CapMetro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, gender, sexual orientation, sex, age national origin, or ability. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. **Federal Funding.**
- a) The Parties intend to use federal funds to meet a portion of the financial obligations under this Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies, and Agreement requirements necessary to obtain and expend anticipated federal funds and reimbursements, including but not limited to the requirements of 49 C.F.R. section 18.36.
 - b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2022 Federal Transit Administration Master Agreement (“**Master Agreement**”), which may be accessed at the following link: <https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v-29-2022-02-07.pdf>. In doing so, the Parties will require compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations, and funding requirements.
14. **Use of Information.** It shall be the responsibility of each Party to comply with the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code (“TPIA”). Neither Party is authorized to receive requests or take any other action under the TPIA on behalf of the other Party.
15. **Examination and Retention of Records.** The City and its representatives shall have audit and inspection rights described below:
- a) The City and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times at CapMetro offices, or such parts thereof, as

may be engaged in or maintain records in connection with the performance of this Agreement.

- b) All records shall be made available at the office of CapMetro at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this Agreement or for the amount of time required under applicable records retention laws, whichever is longer except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement or for the amount of time required under applicable records retention laws, whichever is longer.

16. Liability and Limitation of Liability.

- a) To the extent allowed by Texas law, the Parties agree that each Party is responsible, to the exclusion of any such responsibility of the other Party, for its own proportionate share of liability for its and its employees', subcontractors', and agents' negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.
- b) In no event shall either Party, their respective officers, directors, agents, or employees be liable in contract or tort, to the other party (or its subcontractors) for special, indirect, incidental, or consequential damages, resulting from the performance, nonperformance, or delay in performance of their obligations under this Agreement. This limitation of liability shall not apply to intentional tort or fraud.

17. Assignment. This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither Party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective.

18. Governing Law. The rights, obligations, and remedies of the Parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this Agreement, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern.

19. Venue. Venue for any action shall lie exclusively in Travis County, Texas.

20. **Incorporation by Reference.** Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.
21. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal or unenforceable for any reason, such as invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be constructed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.
22. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
23. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered in person or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or CapMetro, as the case may be, at the addresses set forth below. Notice given by any other manner shall be deemed effective only if and when received by the Party to be notified. A Party may change its address for notice by written notice to the other Party as herein provided.

If to City:

David Morgan, City Manager
City of Georgetown
P.O. Box 409
Georgetown, TX 78627

With copy to:

Skye Masson, City Attorney
City of Georgetown
P.O. Box 409
Georgetown, TX 78627

If to CapMetro:

Sharmila Mukherjee, EVP Planning and Development
Capital Metropolitan Transportation Authority
700 Lavaca St., Suite 1400
Austin, TX 78701

With copy to:

Capital Metropolitan Transportation Authority
700 Lavaca St., Suite 1400
Austin, TX 78701
ATTN: Chief Counsel

These writings are intended as the final expressions of the Agreement of the Parties and as a complete and exclusive statement of the terms of the Agreement.

24. **Performance**. The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
25. **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.
26. **Amendment**. This Agreement may be amended only in writing by an instrument signed by an authorized representative of CapMetro and the City. The City Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Georgetown City Council and CapMetro's Board of Directors' approval, but only to the extent necessary to implement and further the clear intent of the respective governing boards approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.
28. **Entire Agreement**. This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.
28. **Current Revenues**. All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
29. **Appropriation of Funds**. The obligations of the City under this Agreement to make payments to CapMetro are subject to appropriation by the City of funds that are lawfully available to be applied for such purpose. If City fails to make such an appropriation prior to a fiscal period of City for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated.

If feasible, the City shall deliver notice to CapMetro of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.

30. Survivability. The provisions of Sections 14 through 16 shall survive the termination, expiration, or non-renewal of this Agreement.

31. Exhibits. The following exhibits are incorporated herein by reference:

A. Scope of Services

B. Fees

C. Insurance

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective undersigned duly authorized effective as of the Effective Date.

Capital Metropolitan Transportation Authority

City of Georgetown

By: _____
Dottie Watkins
Interim President & CEO
CapMetro

By: _____
Josh Schroeder:
Mayor, City of Georgetown

Date: _____

Date: _____

Approved as to Form:

By: _____
Ayeola Williams
Deputy Counsel

Attest:

By: _____
Robyn Densmore
City Secretary

Approved as to Form:

By: _____
Skye Masson
City Attorney

Exhibit A – Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of Limited Paratransit and Senior Service operated by a Third Party Service Provider through a contract with CapMetro for the City:

- 1.1. CapMetro through its Third Party Service Provider shall provide an operationally dependable vehicle service for passenger use, equipped for maximum passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.
- 1.2. CapMetro through its Third Party Service Provider shall furnish all supervision, personnel, passenger vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals as required to perform an operationally dependable public transportation service.
- 1.3. Third Party Service Provider shall provide reservation and dispatch services in response to reservations made by customers or their agents through the Third Party Service Provider's reservation system.

2. DESCRIPTION OF SERVICE

- 2.1. The Service consists of transit services within the City of Georgetown's limits for a segment of the City's general public defined by physical or functional disability or persons age 65 or older (the "Limited Paratransit and Senior Service").
- 2.2. Limited Paratransit and Senior Service eligibility and scheduling shall be completed by Third Party Service Provider through written or verbal communication with the customer. The Limited Paratransit Service eligibility is based on the application attached hereto as **Attachment 1**. The Senior Service eligibility shall be completed through an intake form by verifying customer eligibility through written or verbal communication with the customer. The Limited Paratransit Service eligibility application and Senior Service intake form may be revised from time to time subject to written approval from the City.
- 2.3. Eligible customers are required to follow the Code of Conduct and policies listed within the Georgetown Limited Paratransit and Senior Service Rider's Manual.

3. SERVICE PERIOD

The Limited Paratransit and Senior Service will operate weekdays from approximately 7:00 a.m. to 7:00 p.m. The Third Party Service Provider will not provide service on Third Party Service Provider's holidays.

4. VEHICLE REQUIREMENTS

Up to two (2) vehicles are required for Limited Paratransit and Senior Service. Vehicle hours may be adjusted by mutual agreement of the Parties based on customer demand.

The vehicles shall be accessible and capable of transporting at least twelve (12) seated persons.

5. VEHICLE HOURS

Vehicle hours for one vehicle are:

- Estimated Total Daily Weekday Hours = 12.5
- Estimated Total Annual Weekday Hours = 3,188

Total Annual Weekday Hours for one (1) additional vehicle, to be utilized as necessary to meet customer demand, is 3,188.

Total Annual Weekday Hours for up to two (2) vehicles is estimated to be 6,376.

6. VEHICLES

- 6.1. The vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; fare box; adequate interior lighting; interior and exterior signage; bicycle racks; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible and capable of handling two (2) wheelchair positions.
- 6.2. Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations.
- 6.3. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 6.4. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

- 6.5. All vehicles shall be equipped to permit inward and outward wheelchair boarding. Ramps and lifts will comply with ADA standards. Securement for mobility devices shall consist of four (4) securement belts. Additionally, a lap belt will be provided, if desired by the customer.
- 6.6. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 75 degrees F. throughout the vehicle, regardless of outside temperature and relative humidity. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees F. throughout the vehicle regardless of outside temperatures.
- 6.7. All vehicles operated by the Third Party Service Provider shall be painted in accordance with the CapMetro's graphic program.
- 6.8. Vehicles may support graphic content that identifies the Service when operating within Georgetown. Additional vehicle hour cost for graphic installation incurred by the Third Party Service Provider shall be reimbursed by City to the Third Party Service Provider.

7. EQUIPMENT CONDITION

- 7.1. The Third Party Service Provider shall maintain each bus in a clean condition throughout, both interior and exterior, at all times that the bus is in service for the City. All buses must be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.).
- 7.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).
- 7.3. Spare vehicles shall be available to replace any vehicle that may become disabled or otherwise unavailable for operations.
- 7.4. The Third Party Service Provider shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps are in good running condition.

8. REPORTING

- 8.1. CapMetro shall submit system information to the National Transit Database ("NTD") and FTA, as required by FTA Section 5307.
- 8.2. CapMetro shall submit ridership, on-time performance and number of applications received/approved/denied to the City on a monthly basis in a format mutually agreed to by both Parties.

9. TRAINING

- 9.1. All bus operators performing the service of the City will be properly trained to provide a high-quality public transportation service. Training will include, at a minimum, the following elements:
 - 9.1.1. Defensive Driving
 - 9.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance
 - 9.1.3. Route specific training
 - 9.1.4. Ongoing refresher training

10. PERSONNEL

- 10.1. CapMetro's Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.
- 10.2. CapMetro's Third Party Service Provider shall employ a supervisor to monitor the Services. Such supervision shall also include responses to and investigation of all accidents.
- 10.3. CapMetro's Third Party Service Provider shall provide dispatch and radio monitoring personnel during hours of Service. CapMetro's Third Party Service Provider shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.

11. FARE COLLECTION

- 11.1. CapMetro or CapMetro's Third Party Service Provider shall collect all fare revenue.
- 11.2. The amount of fares collected will be documented on the City's monthly invoice and deducted from the cost of service.
- 11.3. CapMetro's Third Party Service Provider shall provide the City with fare media for the Service.

12. MARKETING AND PUBLIC RELATIONS

12.1 CapMetro and the City will coordinate on all applicable schedules, maps and other printed materials required for marketing the Service. CapMetro and the City shall also coordinate to distribute appropriate materials for services that benefit customers of each service, such as passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects. The City is responsible for updating and maintaining the GoGeo webpages.

12.2 All marketing material for the Service shall be the responsibility of the City.

Attachment 1 to Scope of Services

Eligibility Application



ELIGIBILITY APPLICATION



GoGeo provides Limited Paratransit Service to eligible people living in or visiting the City of Georgetown. This service provides rides, from origin to destination, within the city limits of Georgetown. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with Capital Metropolitan Transportation Authority (Capital Metro).

Transportation services are accessed by completing this application and being certified through CARTS, or if you are visiting from another area, by providing documentation of ADA certification from a transportation service in another area of the country.

Who should apply for Limited Paratransit Services?

- ▶ People with mobility impairments due to visual limitations, arthritis, spinal cord injury, or other physical and/or cognitive limitations.

How to Apply:

- ▶ Complete this application and **sign the Applicant Agreement/Release of Information** section.
- ▶ Have your doctor, rehabilitation specialist, or other qualified health care provider complete and sign the professional verification section.
- ▶ Send the completed application to:

**GoGeo c/o CARTS
338 S. Guadalupe St.
San Marcos, TX 78666
Fax: 512-805-0001**

If you need an alternative format of this application or additional information, please contact us at 512-505-5661 or email GoGeo@ridecarts.com.

If you have a disability, you may be eligible for GoGeo Limited Paratransit Service. The information obtained in this certification process will be used to determine your eligibility.

This application must be **filled out completely**, including the verification of eligibility by a qualified professional. Incomplete applications will be returned to applicants.

Step 1: Complete the General Information Section

NAME:

Last _____ First _____ MI _____

ADDRESS:

Street _____ City _____ State _____ Zip _____

PHONE:

Home _____ Work _____ Cell _____

DATE OF BIRTH:

___/___/___

EMERGENCY CONTACT:

NAME: _____ PHONE #: _____

ADDRESS: _____

Step 2: Information about your disability

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

- 1 Can you board the bus by yourself?
___ YES ___ NO ___ SOMETIMES ___

- 2 Are you able to climb three 12-inch steps without assistance?
___ YES ___ NO ___ SOMETIMES ___

- 3 If you have a cognitive disability, are you able to give your name, address, and telephone number upon request? ___ YES ___ NO ___ SOMETIMES ___

- 4 Are you able to recognize your destination or landmark?
___ YES ___ NO ___ SOMETIMES ___

- 5 Are you able to deal with unexpected situations or unexpected changes in routine?
___ YES ___ NO ___ SOMETIMES ___

6 Are you able to ask for, understand, and follow directions?

YES NO SOMETIMES _____

7 Are you able to safely and effectively travel through crowded and/or complex facilities?

YES NO SOMETIMES _____

8 If you are visually impaired, have you received mobility training from another organization such as Texas Department of Assistance and Rehabilitative Services or ARCIL? YES NO

9 Do you use any of the following assistive devices? (Check all that apply)

Manual wheelchair—passenger is able to transfer to a seat

Passenger is not able to transfer to a seat without assistance

High Wheelchair Long Wheelchair Electric Wheelchair

Power Scooter Walker (foldable) Cane

Crutches Guide Dog Oxygen

APPLICANT AGREEMENT AND RELEASE

I agree that, if I am certified for GoGeo Limited Paratransit Service, I will pay the exact fare, if required, for each trip. I agree to notify the office of any changes in my status which may affect my eligibility to use the service. I also understand that failure to adhere to the policies and procedures will be grounds for revoking my application and the right to participate in the program.

I understand and agree to hold GoGeo harmless against all claims or liability for damages to any person, property, or personal injury occurring as a result of my failure to equip or maintain the safety of the adaptive equipment or certified guide/service animal that I require for mobility. I have read and fully understand the conditions for service outlined in the Rider's Guide and agree to abide by them.

I hereby authorize the release of verification of information and any additional information to GoGeo for the purpose of evaluating my eligibility to participate in the Program.

I certify that the information provided in this application is true and correct.

Signature

Date

If someone assisted you in completing this application, please provide their information and their signature below.

NAME: _____ DAYTIME PHONE #: _____

ADDRESS:

Street _____ Apt. # _____

City _____ State _____ Zip _____

Signature

Date

An Eligibility Specialist will review your application and may ask you additional questions. You may also be required to participate in an assessment in the community so we can further evaluate your functional abilities.

Exhibit B – Rates

FY23 Service

C1- Limited Paratransit and Senior Service Hours – One Vehicle

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funds	Local Funding from Georgetown
Limited Paratransit and Senior Service Hours – Based on one vehicle (partially funded by 5307)	3,188	\$90.30	\$287,877	\$115,151	\$172,726

C2 - Limited Paratransit and Senior Service Hours – Second Vehicle

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funds	Local Funding from Georgetown
Limited Paratransit and Senior Service Hours – Based on second vehicle (partially funded by 5307)	3,188	\$90.30	\$287,877	\$115,151	\$172,726

C3 – Totals

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funds	Local Funding from Georgetown
Total FY23 Service	6,376	\$90.30	\$575,753	\$230,301	\$345,452

Exhibit C - Insurance

CapMetro will provide, at a minimum, the following levels of insurance through the Texas Municipal League Intergovernmental Risk Pool or a commercial carrier:

Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.

Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with limits of One Hundred Thousand Dollars (\$100,000) and Three Hundred Thousand Dollars (\$300,000) Combined Single Limit of Liability as per Texas Tort Claims Act.

Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

If CapMetro is using a Third Party Service Provider to provide insurance, such Third Party Service Provider will carry:

1. Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 50,000
Medical Expenses (any one person)	\$ 50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000

2. Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or an umbrella policy with these same limits.

3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

Board of Directors

Item #: AI-2022-551

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an amendment to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of Limited Paratransit and Senior Service to the City of Georgetown for a period of one year in an amount not to exceed \$548,336.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The CapMetro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the CapMetro service area or on the border of the CapMetro service area.

BUSINESS CASE: CapMetro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding CapMetro's service area, making them a logical partner for providing services that extend beyond the CapMetro service area.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: CapMetro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service. This 5th amendment to Supplement No. 9 (Amendment 5 to Supplement No. 9) allows for the provision of Limited Paratransit and Senior Service to the City of Georgetown. This service will be operated at a cost of \$86.00 per vehicle hour, consistent with the other services operated under the CapMetro/CARTS partnership. Approximately 6,376 service hours are projected for FY23. The term of this Contracted Service Supplement will match the term of the Interlocal Agreement with the City of Georgetown.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-551

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to be a valued community partner; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to partner with local jurisdictions to provide transit services.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute an amendment to Supplement No. 9 of the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of Limited Paratransit and Senior Service to the City of Georgetown for a period of one (1) year in an amount not to exceed \$548,336.

Date: _____

**Secretary of the Board
Leslie Pool**

**AMENDMENT NO. 5 TO CONTRACTED SERVICES SUPPLEMENT NO. 9
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Services to the City of Georgetown)

This Amendment No. 5 to Contracted Services Supplement No. 9 to Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority (“CapMetro”)**, a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (**“CARTS”**), collectively referred to as the **“Parties”**, upon the premises and for the consideration stated herein.

RECITALS:

- A. Whereas, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement, dated effective May 1, 2015 (**“Master Agreement”**); and,
- B. Whereas, pursuant to the Master Agreement, the Parties entered into Contracted Services Supplement No. 9, dated effective October 1, 2016 (as amended, **“Supplement”**); and,
- C. Whereas, the Parties entered into Amendment No. 1 to the Supplement, dated effective September 25, 2017 (**“Amendment No. 1”**); and,
- D. Whereas, the Parties entered into Amendment No. 2 to the Supplement, dated effective October 1, 2019 (**“Amendment No. 2”**); and
- E. Whereas, the Parties entered into Amendment No. 3 to the Supplement, dated effective October 1, 2020 (**“Amendment No. 3”**); and
- F. Whereas, the Parties entered into Amendment No. 4 to the Supplement, dated effective October 1, 2021 (**“Amendment No. 4”**); and
- G. Whereas, the Parties desire to further amend the Supplement.

NOW, THEREFORE, by its execution below, CapMetro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

- 1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:

CARTS agrees to provide to CapMetro, the transportation services described in Attachment SOS-6 (**“Scope of Services”**) attached and incorporated herein for all purposes

(the “**Contracted Service**”). The Contracted Service shall be provided in accordance with the Supplement, including the attached SOS-6 and the Master Agreement.

2. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

B. FEES FOR SERVICES. For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-6 (Schedule of Fees and Payments), attached and incorporated herein for all purposes. Any on-board fare collections shall be handled pursuant to the process specified in Attachment SOS-56.

3. The total contract amount for Fiscal year 2023 (October 1, 2022 to September 30, 2023) shall not exceed \$548,336.

4. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. TERM. The term of this Supplement shall commence on May 1, 2015, and terminate on September 30, 2023. The Parties may extend the term of this Supplement by written agreement. Provided, however, either party may terminate this Supplement upon sixty (60) days’ advance written notice to the other party. In the event of such termination by CapMetro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro to be paid CARTS. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner CapMetro directs.

B. INCORPORATION BY REFERENCE. All defined terms contained in the Master Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Master Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Master Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

C. ENTIRE AGREEMENT. This Amendment, with the Master Agreement, as amended, represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

D. RATIFICATION. The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

E. CONFLICT. In the event of a conflict between the terms of this Amendment and the terms of the Master Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Interim, President & CEO
CapMetro

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-6 - Schedule of Fees and Payments

ATTACHMENT SOS-6 - Scope of Services

ATTACHMENT SFP-6

**SCHEDULE OF FEES AND PAYMENTS
SUPPLEMENT NO. 9 TO MASTER REGIONAL MOBILITY AGREEMENT**

(City of Georgetown Limited Paratransit and Senior Service)

CapMetro shall pay CARTS for the Contracted Service at the following rates:

October 1, 2016 – September 30, 2017	\$68.96 per vehicle hour
October 1, 2017 – September 30, 2018	\$77.00 per vehicle hour
October 1, 2018 – September 30, 2019	\$79.00 per vehicle hour
October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$81.00 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.00 per vehicle hour

CapMetro Source of Funds for Payment of Contracted Service:

For FY23 Service: 60% Local Funds & 40% FTA Section 5307 Funds

For the purposes of payment, a Limited Paratransit and Senior Service hour means the time a vehicle leaves its base for the first passenger pick-up of the operator's shift or service day, to the time it arrives at its base from the last passenger drop-off of the operator's shift or service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).

ATTACHMENT SOS-6

SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 9 TO MASTER REGIONAL MOBILITY AGREEMENT

(City of Georgetown Limited Paratransit and Senior Service)

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 9 to Master Regional Mobility Agreement ("**Supplement**") documents the requirements related to providing transportation services to the City of Georgetown. Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide an operationally dependable vehicle service for customer use, equipped for maximum customer comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

CARTS shall provide reservation and dispatch services in response to reservations made by customers or their agents through the CARTS reservation system for the paratransit service. For fixed route information, CARTS shall provide such information through customers calling (512) 478-RIDE or refer customers to call the CapMetro Go Line at (512) 474-1200.

CARTS shall obtain all required licenses and permits to operate in the CapMetro service area and within the City of Georgetown within the scope of the Contracted Service.

CARTS shall furnish all supervision, security protection, personnel, vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals (such as comfort stops identification) as required to perform an operationally dependable public transportation service. Fueling of vehicles shall not occur during revenue hours. Fueling, if needed may occur during shift changes or through vehicle exchanges at route terminal locations, provided that customers are not inconvenienced.

CARTS shall at all times comply and cause its assigned personnel and contractors to comply with CapMetro's policies and procedures, as revised, supplemented, and updated from time to time. These policies and procedures include, but are not limited to, the documents found on CapMetro's service provider extranet site located at https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

The Contracted Service consists of transit services within the City of Georgetown's limits for a segment of the City's general public defined by physical or functional disability or

persons age 65 or older (the “Limited Paratransit and Senior Service”).

Limited Paratransit and Senior Service eligibility and scheduling shall be completed by CARTS through written or verbal communication with the customer. The Limited Paratransit Service eligibility is based on the application attached to this Scope of Services as Attachment 1. The Senior Service eligibility shall be completed through an intake form by verifying customer eligibility through written or verbal communication with the customer. The Limited Paratransit Service eligibility application and Senior Service intake form may be revised from time to time subject to written approval from the City.

CARTS shall perform the necessary certification for customers eligible to use the Limited Paratransit and Senior Service and provide a list of eligible customers on a monthly basis to CapMetro. CARTS shall only transport eligible customers that have been certified by CARTS on the Limited Paratransit and Senior Service and refer any non-certified customers to apply for eligibility.

Eligible customers are required to follow the Code of Conduct and policies listed within the Georgetown Limited Paratransit and Senior Service Rider’s Manual.

3.0 SERVICE PERIOD

The Limited Paratransit and Senior Service will operate weekdays from approximately 7:00 a.m. to 7:00 p.m.

4.0 VEHICLE REQUIREMENTS

Up to (2) vehicles are required for Limited Paratransit and Senior Service. Vehicle hours may be adjusted by mutual agreement of the Parties based on customer demand.

The vehicles shall be accessible and capable of transporting at least twelve (12) seated persons.

5.0 VEHICLE HOURS

Vehicle hours for one vehicle are:

- Estimated Total Daily Weekday Hours = 12.5
- Estimated Total Annual Weekday Hours = 3,188

Total Annual Weekday Hours for a second vehicle, to be utilized as necessary to meet customer demand, is 3,188.

Total Annual Weekday Hours for the two vehicles is estimated to be 6,376.

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trips scheduled by CapMetro. CapMetro service changes occur three times per year during the months of January, June and August. CARTS shall follow the prescribed routes and schedules as established by CapMetro and communicate any route detours or route delays with CapMetro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; provision for CapMetro to install a Genfare fare box; installation of a manual fare box; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling two (2) mobility device positions.

All vehicles shall be painted in accordance with the CapMetro's graphic program. CapMetro shall supply logos for the vehicles. Vehicles shall bear no other logos, emblems or identification unless required by law or approved by CapMetro. CapMetro logos shall be promptly removed at the end of the Supplement term.

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the vehicle is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to the health and well-being of the customers and operator of the vehicle. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.

Vehicles shall have illuminated destination signs that are highly visible, in compliance with ADA regulations and programmed with proper route and safety designations as defined by CapMetro. All destination signs shall be illuminated for night operation.

Vehicles shall be equipped with customer notice holders, and customer discharge bells.

Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

At its discretion, CapMetro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by CapMetro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

All vehicles shall be capable of comfortably seating a minimum of twelve (12) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

All vehicles shall be equipped to permit inward and outward mobility device boarding. Ramps and lifts shall comply with ADA standards. Securement for mobility devices shall consist of wheel clamps, and four (4) securement belts. Additionally, a lap belt shall be required for customer preference.

The vehicles air conditioning system shall be of sufficient size and capacity to maintain a comfortable, constant temperature throughout the vehicle. The heating system shall have proportional controls and be of sufficient capacity to maintain a comfortable, constant temperature throughout the vehicle.

8.0 EQUIPMENT CONDITION

CARTS shall maintain each vehicle in a clean condition throughout, both interior and exterior at all times that the vehicle is in service for CapMetro. All vehicles shall be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.) prior to the bus going into service each day. Each vehicle shall be detailed at a minimum of once every ninety (90) days. The detailing shall include, but is not limited to:

- a) Removal of all graffiti.
- b) Cleaning of all side panels.
- c) Cleaning of ceiling panels.
- d) Cleaning dome light covers.
- e) Cleaning of seats, including frames.
- f) Cleaning floors (i.e. gum removal).
- g) Exterior cleaning, repaint wheel rims, if necessary.
- h) Be free of body damage, have no missing or unpainted panels.
- i) Wheel rims shall be supplied by CARTS.
- j) Have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

9.0 SPARE VEHICLES

Spare vehicles, fully meeting all vehicle requirements listed above in section 7.0, including but not limited to mobility device accessibility and graphic requirements, shall be maintained and dispatched for replacement purposes within one (1) hour of the time any the primary vehicle becomes inoperable or shall be removed from service for repairs.

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the Contracted Service as may reasonably be requested by CapMetro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data

shall be provided on a monthly basis along with a CARTS invoice for that month. The following information shall be provided to the CapMetro Project Manager:

- a) Boardings for the entire month (including no-shows for the paratransit service).
- b) Summary of vehicle and customer accidents for the entire month.
- c) Late and missed trips for the entire month.
- d) Miles driven for the entire month.
- e) On-time performance for each week, as well as the monthly average.
- f) Road calls for the entire month.
- g) Number of passengers per hour (passengers divided by hours).
- h) Fare box recovery (fares divided by operations cost).
- i) Cost per passenger (passengers divided by cost).
- j) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

CapMetro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), expanding or contracting the paratransit service area, and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) of the total projected annual vehicle hours, CapMetro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such renegotiation would occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose a method of compensation for service expansion including adding vehicles.

CapMetro reserves the right, upon notification to CARTS to transfer portions or all of the Contracted Service to another service provider based on the operational needs of CapMetro. CARTS may also request a transfer of portions or all of the Contracted Service to another service provider by providing CapMetro at least six (6) months' notice in advance based on the operational needs of CARTS.

12.0 HOLIDAY SCHEDULE

The Limited Paratransit and Senior Service will be provided in accordance with the CARTS published holiday schedule.

13.0 TRAINING

All vehicle operators hired by CARTS shall attend, at the minimum, the following training:

- a) Six (6) hours of defensive driving training and two (2) hours overview of CapMetro service. CARTS shall be responsible for providing a certified defensive driving course for all operators, prior to driving.

- b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hour refresher training.
- c) The cost of operator wages during the training shall be borne by CARTS.
- d) CARTS shall be required to ensure all operators are aware of proper customer communication practices required for polite customer assistance including providing service to persons with disabilities and participate in customer service training for at least two (2) hours annually.
- e) CARTS shall ensure all operators complete training including route specific training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any operator who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as refresher training and retraining, shall be conducted by CARTS. CARTS shall be required to have an operator development program in place to address all operator-related training needs. CapMetro shall inform CARTS in writing of any changes in operating procedures; CARTS shall be responsible for any training at their cost for existing operators which is needed because of changed procedures.

All training programs shall be subject to CARTS approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with CapMetro’s uniform and appearance requirements. The uniform and appearance standards are available here: https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Policies/Policy%20-%20All%20Operating%20Procedure%20-%20CMTA%20Uniform%20and%20Appearance%20Standards.pdf.

Any deviations from the uniform and appearance standards must be approved by CapMetro in its sole discretion.

15.0 REMOVAL

CapMetro may require CARTS to immediately remove, pending investigation, any operator from CapMetro service for any one of, but not necessarily limited to, the following reasons:

- a) Committing unsafe or inappropriate acts while providing service.
- b) Failing to follow CapMetro policies and procedures.
- c) Using a cell phone while operating CapMetro vehicle, including texting and use of Bluetooth devices.
- d) Revocation, suspension or non-renewal of a valid driver’s license.
- e) A criminal conviction as set forth in the Master Agreement section entitled “Personnel Assignments”.
- f) Violating the uniform and appearance standards without approval.
- g) Using any tobacco product on CapMetro vehicle or property, in accordance with the Tobacco Free policies of CapMetro.
- h) Failure to follow safety rules and regulations.
- i) Failure to follow security policies, guidelines and procedures.

- j) Notification of an active warrant from any law enforcement or judicial agency; and/or
- k) Any conduct which puts CapMetro or its reputation at risk.

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Contracted Service in accordance with the Supplement.

CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. CapMetro's Program Manager, Bus Contracts shall be CapMetro's Project Manager for this Supplement.

17.0 SUPERVISION

CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., safe operation, customer relations, on-time performance, etc.). Such supervision shall also include prompt responses to all investigation of accidents. CapMetro reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Supplement. These on-board ride checks are to be conducted annually, and additionally as needed.

18.0 DISPATCHING & RADIO COMMUNICATION

CARTS shall be required to maintain dispatch and radio monitoring personnel to work during the hours of Contracted Service. CARTS shall be able to effectively dispatch assignments and provide prompt responses to operator and/or vehicle problems which could impact CARTS service. CARTS will work with CapMetro to allow for CapMetro's ability to monitor radio communications between CARTS dispatch office and CARTS operators regarding Contracted Service. CARTS would also have the option of having a supervisor on call to respond to questions or problems.

CARTS shall staff a pre-determined telephone number during business hours, Monday through Saturday to accept reservations for eligible passengers riding the paratransit service for the next business day. CARTS shall document scheduled reservations electronically and have trip manifests data available upon request to CapMetro.

19.0 FARE COLLECTION

CARTS shall collect fares and charges as established by CapMetro. CapMetro shall notify CARTS of changes in the fare structure.

All fare collection equipment shall be supplied by, owned by and maintained by CARTS. All fares shall be retrieved, counted, recorded and deposited by CARTS designated personnel

in accordance with CARTS procedures. Such fares collected shall be deducted from the monthly service billing to CapMetro. All fares collected are subject to audit by CapMetro and should be reconciled to the monthly report submitted.

If electronic fare collection equipment is used, such equipment shall be owned by and supplied by CapMetro and maintained by CapMetro or its contractors. CapMetro shall reimburse CARTS for time to have fare box maintained and cash collected at a location as defined by CapMetro based on the hourly rate defined in the SFP. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment is retrieved regularly, at a minimum of once per month by CapMetro designated personnel or contractors.

20.0 CUSTOMER COMPLAINTS AND CUSTOMER RELATIONS

CARTS shall direct customers to file complaints with CapMetro via telephone, in person or written correspondence. Once CapMetro has forwarded the complaint for investigation to CARTS, CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. CARTS shall be provided access to a CapMetro designated customer comment program (currently called Service One) to access all complaint information. At the end of the Supplement term access to this program shall be terminated.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable CapMetro to meet its National Transit Database ("NTD") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall obtain an independent audit of said annual NTD reports at CARTS expense and submit to CapMetro annually by November 30.

21.0 PERFORMANCE SPECIFICATIONS

CARTS shall at all times strive to meet the performance standards listed below to provide the highest level of service possible. CapMetro reserves the right to monitor CARTS in its performance of the Contracted Service to be provided under the Supplement.

The following are the performance specifications associated with the Contracted Service:

- a) No more than eight (8) complaints per 10,000 customers.
- b) No more than three (3) vehicle accidents per 100,000 vehicle miles.
- c) No more than three (3) passenger accidents per 100,000 miles.

23.0 ON-TIME PERFORMANCE

CARTS operators must complete daily logs with scheduled times and actual times entered at all time points to record and measure on-time performance (“OTP”). An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late. Sampling could be required if CCRS trended an increase because OTP issues. CapMetro personnel may also conduct checks.

24.0 MARKETING, FARE MEDIA AND PUBLIC RELATIONS

CapMetro shall furnish all schedules, maps, and other printed materials required for marketing the Contracted Service. CARTS shall distribute CapMetro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by CapMetro from time to time. CapMetro shall be the exclusive public media spokesman in connection with the Contracted Service and shall be responsible to print brochures, materials, etc.

CARTS may assist with the design of marketing materials and distribute all necessary bus passes and/or fare media as defined by the City of Georgetown adopted fare structure for customers to be able to purchase from pass outlets and on board vehicles as determined by CARTS.

25.0 OPERATOR QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards to perform CapMetro Contracted Service as defined below:

- a) Be employees (full or part-time) of CARTS.
- b) Possess a valid State of Texas Driver’s License appropriate for the class of vehicle to be operated. Vehicle Operators must have maintained a valid driver’s license for five (5) years.
- c) Have the ability to read, write, and speak English.
- d) Be sensitive to customers' needs.
- e) Have the ability to handle complaints and problems as required.
- f) Pass a Department of Transportation ("DOT") physical and comprehensive drug screen.

26.0 DRUG AND ALCOHOL TESTING PROGRAM

CARTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or CapMetro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

CARTS drug and alcohol policy for Contracted Service shall include zero tolerance for

positive results and other violations of the policy. Employees of CARTS with a confirmed positive drug or alcohol test may not be used to perform work under the Supplement.

CARTS agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System (“MIS”) reports annually on or before February 28th to CapMetro.

CARTS agrees to submit a copy of its Policy Statement developed to implement its Drug and Alcohol Testing Program and adhere to FTA under 49 CFR with the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

CARTS will adhere to the FTA training frequency requirements as outlined under 49 CFR.

27.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. CapMetro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan (“SMS”) and CARTS shall ensure that the principles of SMS are included in the Contracted Service operation. CARTS shall provide CapMetro with a copy of such plan.

CARTS shall participate in periodic emergency readiness training and drills, at the direction of CapMetro.

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.

Attachment 1 to Scope of Services

Eligibility Application



ELIGIBILITY APPLICATION



GoGeo provides Limited Paratransit Service to eligible people living in or visiting the City of Georgetown. This service provides rides, from origin to destination, within the city limits of Georgetown. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with Capital Metropolitan Transportation Authority (Capital Metro).

Transportation services are accessed by completing this application and being certified through CARTS, or if you are visiting from another area, by providing documentation of ADA certification from a transportation service in another area of the country.

Who should apply for Limited Paratransit Services?

- ▶ People with mobility impairments due to visual limitations, arthritis, spinal cord injury, or other physical and/or cognitive limitations.

How to Apply:

- ▶ Complete this application and **sign the Applicant Agreement/Release of Information** section.
- ▶ Have your doctor, rehabilitation specialist, or other qualified health care provider complete and sign the professional verification section.
- ▶ Send the completed application to:

**GoGeo c/o CARTS
338 S. Guadalupe St.
San Marcos, TX 78666
Fax: 512-805-0001**

If you need an alternative format of this application or additional information, please contact us at 512-505-5661 or email GoGeo@ridecarts.com.

If you have a disability, you may be eligible for GoGeo Limited Paratransit Service. The information obtained in this certification process will be used to determine your eligibility.

This application must be **filled out completely**, including the verification of eligibility by a qualified professional. Incomplete applications will be returned to applicants.

Step 1: Complete the General Information Section

NAME:

Last _____ First _____ MI _____

ADDRESS:

Street _____ City _____ State _____ Zip _____

PHONE:

Home _____ Work _____ Cell _____

DATE OF BIRTH:

___/___/___

EMERGENCY CONTACT:

NAME: _____ PHONE #: _____

ADDRESS: _____

Step 2: Information about your disability

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

1

Can you board the bus by yourself?

___ YES ___ NO ___ SOMETIMES ___

2

Are you able to climb three 12-inch steps without assistance?

___ YES ___ NO ___ SOMETIMES ___

3

If you have a cognitive disability, are you able to give your name, address, and telephone number upon request? ___ YES ___ NO ___ SOMETIMES ___

4

Are you able to recognize your destination or landmark?

___ YES ___ NO ___ SOMETIMES ___

5

Are you able to deal with unexpected situations or unexpected changes in routine?

___ YES ___ NO ___ SOMETIMES ___

6 Are you able to ask for, understand, and follow directions?

YES NO SOMETIMES

7 Are you able to safely and effectively travel through crowded and/or complex facilities?

YES NO SOMETIMES

8 If you are visually impaired, have you received mobility training from another organization such as Texas Department of Assistance and Rehabilitative Services or ARCIL? YES NO

9 Do you use any of the following assistive devices? (Check all that apply)

Manual wheelchair—passenger is able to transfer to a seat

Passenger is not able to transfer to a seat without assistance

High Wheelchair Long Wheelchair Electric Wheelchair

Power Scooter Walker (foldable) Cane

Crutches Guide Dog Oxygen

APPLICANT AGREEMENT AND RELEASE

I agree that, if I am certified for GoGeo Limited Paratransit Service, I will pay the exact fare, if required, for each trip. I agree to notify the office of any changes in my status which may affect my eligibility to use the service. I also understand that failure to adhere to the policies and procedures will be grounds for revoking my application and the right to participate in the program.

I understand and agree to hold GoGeo harmless against all claims or liability for damages to any person, property, or personal injury occurring as a result of my failure to equip or maintain the safety of the adaptive equipment or certified guide/service animal that I require for mobility. I have read and fully understand the conditions for service outlined in the Rider’s Guide and agree to abide by them.

I hereby authorize the release of verification of information and any additional information to GoGeo for the purpose of evaluating my eligibility to participate in the Program.

I certify that the information provided in this application is true and correct.

Signature

Date

If someone assisted you in completing this application, please provide their information and their signature below.

NAME: _____ DAYTIME PHONE #: _____

ADDRESS:

Street _____ Apt. # _____

City _____ State _____ Zip _____

Signature

Date

An Eligibility Specialist will review your application and may ask you additional questions. You may also be required to participate in an assessment in the community so we can further evaluate your functional abilities.

Health Care Professional Verification of Eligibility

ALL INFORMATION FOR VERIFICATION OF ELIGIBILITY MUST BE FILLED IN BY A QUALIFIED HEALTH CARE PROFESSIONAL.

PERSON COMPLETING VERIFICATION: _____

PROFESSIONAL TITLE: _____

AGENCY AFFILIATION: _____

STATE OF TEXAS CERTIFICATION ID# _____

BUSINESS ADDRESS: _____
Street Ste. #

City State Zip

BUSINESS PHONE NUMBER _____

What is the medical diagnosis that causes the disability?

Is this condition: Temporary _____ Permanent _____

If temporary, what is the expected duration? _____

Dates of Duration

I verify that the information provided above for verification is true and correct to the best of my knowledge.

Signature of Qualified Professional

Date

Board of Directors

Item #: AI-2022-552

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$311,564 in FTA Section 5307 funds and \$1,165,548 in local funds from Travis County per year.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This project will help CapMetro to lead public transportation and development by sharing FTA funds with Travis County for the implementation of the Travis County Transit Development Plan that will expand transit service into the urbanized unincorporated areas of the county.

BUSINESS CASE: Travis County is participating in the CapMetro Service Expansion Program, which provides Travis County with up to \$311,564 per year in FTA Section 5307 funds for transit projects. This ILA defines the parameters for the use of the federal funds.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: Travis County is participating in the CapMetro Service Expansion Program. This program provides a portion of FTA Section 5307 funding to areas that are urbanized but are outside the CapMetro service area. Based on the unincorporated urbanized area population, Travis County has \$311,564 in federal transit funding available in FY23 to apply to transit planning or service-related costs through this program. To access the federal funds, Travis County completed a Transit Development Plan, or TDP, per the guidelines of the Service Expansion Policy. Current projects include updating Travis County's TDP and continued funding of the urbanized unincorporated portions of the Routes 233, Route 237, Route 271, Route 318, and Manor Pickup.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-552

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to build strong community partnerships that further CapMetro’s mission and vision; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to build ridership and increase market share of alternate transit use.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute an Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$311,564 in FTA Section 5307 funds and \$1,165,548 in local funds from Travis County per year.

Date: _____

**Secretary of the Board
Leslie Pool**

**INTERLOCAL AGREEMENT BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
TRAVIS COUNTY
FOR TRANSIT SERVICES IN URBANIZED AREAS
IN UNINCORPORATED AREAS OF THE COUNTY
AND
FOR IMPLEMENTATION OF THE
TRAVIS COUNTY TRANSIT DEVELOPMENT PLAN**

This Interlocal Agreement for transit services in urbanized unincorporated areas of the County and for Implementation of the Travis County Transit Development Plan (“**Agreement**”) is made and entered into by and between Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas organized under Texas Transportation Code Chapter 451 (“**CapMetro**”) and Travis County, a political subdivision of the State of Texas (“**Travis County**”). CapMetro and Travis County are referred to in this Agreement collectively as the “Parties” and independently as a “Party”.

I. Contracting Parties:

The Receiving Agency: Travis County (“Travis County”)
P.O. Box 1748
Austin, TX 78767

The Performing Agency: Capital Metropolitan Transportation Authority
 (“CapMetro”)
700 Lavaca St., Suite 1400
Austin, TX 78701

II. Recitals:

- a. CapMetro is a local government entity responsible for providing mass transit service within the City of Austin, and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, and Point Venture, as well as the unincorporated area of Travis County within Commissioner Precinct 2 (boundaries as of date of agreement joining CapMetro) and the Anderson Mill area of Williamson County.
- b. Texas Transportation Code, Section 451.056, grants CapMetro the authority to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area.

- c. A Service Expansion Policy, approved by CapMetro's Board of Directors in June 2008, amended in April 2014, and endorsed by the Capital Area Metropolitan Planning Organization (CAMPO) in June 2014, defines the approaches for CapMetro to partner with cities and counties that are not currently a part of CapMetro's service area.
- d. One such approach is a contract for service whereby CapMetro provides service through an interlocal agreement with the jurisdiction. The jurisdiction pays the cost of service, with a credit given to the jurisdiction for Section 5307 eligible expenses.
- e. In July 2015, CapMetro and Travis County entered into a contract for service (the "**2015 Agreement**") for CapMetro to provide service on Route 233 (the Far Northeast Feeder) and Route 237 (the Northeast Feeder) in portions of Travis County not within CapMetro's service area. The 2015 Agreement terminated on June 30, 2016.
- f. CapMetro and Travis County subsequently entered into that certain Interlocal Agreement for CapMetro to provide Northeast Flex Route and Far North Flex Route, dated effective July 1, 2016 (the "**2017 Agreement**") for CapMetro to continue service. The 2017 Agreement terminated on September 30, 2018.
- g. CapMetro and Travis County subsequently entered into that certain Interlocal Agreement for CapMetro to provide Route 233 (Decker/Daffan Ln. also known as Far Northeast Feeder) and Route 237 (the Northeast Feeder) and the implementation of the Travis County Transit Development Plan (the "**2018 Agreement**"). The 2018 Agreement was amended and restated for FY21. The 2018 Agreement terminated on September 30, 2021.
- h. CapMetro and Travis County subsequently entered into that certain Interlocal Agreement for CapMetro to continue to provide Route 233 (Decker/Daffan Ln. also known as Far Northeast Feeder) and Route 237 (the Northeast Feeder), Route 271 (Del Valle Feeder), Route 318 (Westgate/Slaughter), and Manor Pickup and the implementation of the Travis County Transit Development Plan (the "**2021 Agreement**"). This 2021 Agreement terminated on September 30, 2022.
- i. The Parties agree that providing transit services in the unincorporated urbanized areas of Travis County facilitates the movement of people, goods, and services in Travis County, and benefits the residents of Travis County, including residents who have low to moderate income and are dependent on transit in order to access basic goods and services.
- j. Travis County desires for CapMetro to continue to provide transit services in the unincorporated urbanized areas of Travis County, and CapMetro desires to continue to provide these transit services.

- k. In order to provide a sustainable funding partnership for transit services in the unincorporated urbanized areas of Travis County, CapMetro and Travis County propose to continue to include the County in accordance with CapMetro's regional Service Expansion Policy.
- l. In order to access funding for transit services through the Federal Transit Administration's Urbanized Area Formula Funding program established under 49 U.S.C. 5307 ("**Section 5307 Funds**") in accordance with CapMetro's regional Service Expansion Policy, Travis County, in cooperation with CapMetro, prepared a Transit Development Plan ("**TDP**"), which was adopted by Travis County Commissioners Court on July 10, 2018.
- m. The TDP recommends implementation of additional transit service in urbanized unincorporated portions of Travis County that are eligible for Section 5307 Funds.
- n. As used in this Agreement, "**Federal Fiscal Year**" means the period that begins on October 1 of a calendar year and ends on September 30 of the following calendar year.

III. Services: The Parties will work together to perform the following services (collectively, the "**Services**"):

- a. CapMetro agrees to provide and operate bus services ("**Bus Services**") for the following bus routes to serve a portion of Travis County not currently a part of CapMetro's service area (collectively, the "**Bus Routes**"):
 - 1. Route 233 (Decker/Daffan Ln., also known as Far Northeast Feeder Route);
 - 2. Route 237 (Northeast Feeder Route);
 - 3. Route 271 (Del Valle Feeder);
 - 4. Route 318 (Westgate/Slaughter);
 - 5. Manor Pickup
- b. CapMetro will provide written notification to Travis County of any planned Bus Route change, including the reasons for the change and the effective date of the change.
- c. The balance of Section 5307 Funds not used for paying the cost of the Services described in Section III.a. above, if any, will be used for paying the costs of the implementation of the following projects identified in the Travis County TDP that are eligible for FTA Section 5307 Funds for Federal Fiscal Year (FY) 2023 (October 1, 2022 – September 30, 2023) ("**TDP Services**"):

1. Capital costs, including planning studies, bus stop amenities, public engagement and other eligible costs for TDP implementation.
 2. Additional bus stops, additional bus routes, increased frequency of bus services, route extensions, and other services or programs identified by Travis County in the TDP.
 3. Consulting Services from CapMetro or a consultant to CapMetro to develop a three-year Transit Development Plan (the “**Updated TDP**”) for Travis County. The Updated TDP will provide practical guidance to Travis County to facilitate future transit service decisions. CapMetro will collaborate with and include input from Travis County staff with respect to all aspects of developing the Updated TDP. The final Updated TDP will be submitted to the Travis County Commissioners Court for approval. Travis County will update the Updated TDP annually and projects may be added or modified based on funding availability.
- d. As with all CapMetro services, passengers accessing the Services will be allowed access to all other fixed routes and rail services, provided that they pay the appropriate fares charged by CapMetro.
 - e. CapMetro may provide the Services through a third-party service provider.
 - f. All public relations related to the Services will be coordinated through the CapMetro Public Information Office.
 - g. CapMetro will monitor ridership on the Services and email ridership reports for each bus route to Travis County Transportation and Natural Resources staff on a monthly basis.
 - h. CapMetro and Travis County staff will meet at least quarterly to review performance and coordinate on any modification to the bus routes.

IV. Financial Terms:

- a. 5307 Funds. Total Section 5307 Funds allocated for the Services shall not exceed \$311,564 for Federal Fiscal Year 2023.
- b. Local Funds. For Federal Fiscal Year 2023, Travis County will provide local funds in an amount that shall not exceed \$1,165,548 unless the

Travis County Commissioners Court specifically authorizes additional funding for this Agreement; this not-to-exceed amount is comprised of the following:

1. Travis County will provide a match of 20 percent of the Section 5307 Funds for TDP Services.
2. Travis County will provide a match of 60 percent of the Section 5307 Funds for Bus Services.
3. Subject to the County's total contribution limit of \$1,165,548 for this Agreement, Travis County will be responsible for 100 percent of the costs for Services after the Section 5307 Funds expenditure balance is exhausted.

c. Fare Recovery. CapMetro will deduct the following amounts from each monthly invoice:

1. For Bus Routes 233 (Decker/Daffan Ln also known as Far Northeast Feeder), 237 (Northeast Feeder), 271 (Del Valle Feeder) and 318 (Westgate/Slaughter), CapMetro will deduct an amount equal to the product of (i) the total cost of Services for Bus Routes 233 (Decker/Daffan Ln also known as Far Northeast Feeder), 237 (Northeast Feeder), 271 (Del Valle Feeder) and 318 (Westgate/Slaughter) provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro's actual fare recovery percentage for the invoiced month. The monthly CapMetro fare recovery percentage will be calculated by dividing (i) the total amount of actual fares collected for all transit services provided by CapMetro in the invoiced month by (ii) the total amount of CapMetro's operation costs for the invoiced month.
2. For the Manor Pickup, CapMetro will deduct from each monthly invoice an amount equal to the product of (i) 25 percent of the project through January 2023 and 27.6 percent thereafter of the total numbers of customers utilizing the Manor Area Pickup for the invoiced month and (ii) the revenue collected by CapMetro for each such customer. As of the Effective Date of the Agreement, CapMetro collects \$0.52 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments.
3. Fare recovery is subject to change based on various factors including fare adjustments and service adjustments. CapMetro will provide written notification to Travis County of any such change, including the reasons for the change and the effective date of the change.

- d. CapMetro will submit a “correct and complete” monthly invoice as described in Section IV.e. to Travis County for the Services performed in the previous month in an amount equal to any costs incurred by Cap Metro for the Services performed that exceed the eligible Section 5307 Funds available for those Services, less the fare recovery amounts set forth in Section IV.c above. Travis County will make payments under this Agreement in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code).
- e. In order to be considered “correct and complete,” an invoice must include at least the following information:
 - 1. Name, address, and telephone number of CapMetro and similar information in the event payment is to be made to a different address,
 - 2. The name of this Agreement,
 - 3. Identification of items or Services as outlined in the Agreement, and
 - 4. Any additional payment information which may be called for by this Agreement or that is required by the Travis County Auditor’s Office.
- f. Each invoice must be submitted to the following address:

Travis County Transportation and Natural Resources Department
Attention: Financial Services
P.O. Box 1748
Austin, TX 78767
- g. No other charges, expenses, contributions, recoupments, or charge backs shall be due from or paid by Travis County in the performance of this Agreement. Notwithstanding any provision to the contrary, Travis County will not pay for any Services until after the Services have been satisfactorily provided and Travis County has received a correct and complete invoice.
- h. Travis County is responsible for tracking invoices and the Section 5307 Funds expenditure balance. Travis County and CapMetro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.
- V. **Insurance.** CapMetro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in **Exhibit “A”** attached to this Agreement.

VI. Term of the Agreement:

This Agreement shall take effect on October 1, 2022 (“**Effective Date**”) and terminates September 30, 2023.

VII. Default:

A Party shall be in default under this Agreement if that Party fails to fully, timely and faithfully perform any of its material obligations under the Agreement.

VIII. Miscellaneous:

a. Cooperation

The Parties will reasonably cooperate with the other in furtherance of the objectives of this Agreement.

b. Force Majeure

In the event that the performance by a Party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, pandemic, or the act or conduct of any person or persons not a party or privy hereto, then the Party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

c. Notice

Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

RECEIVING PARTY: The Honorable Andy Brown (or his successor)
Travis County Judge
P.O. Box 1748
Austin, TX 78767
Attn: Travis County Judge

WITH A COPY TO: Cynthia McDonald (or her successor)
Transportation and Natural Resources County
Executive

P.O. Box 1748
Austin, TX 78767

Delia Garza (or her successor)
Travis County Attorney
P.O. Box 1748
Austin, TX 78767
Attention: File Number 356.398

AND TO: Bonnie S. Floyd, MBA, CPPO, CPPB (or her
successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, TX 78767

PERFORMING PARTY: Dottie Watkins
Interim, President & CEO
CapMetro
700 Lavaca St., Suite 1400
Austin, TX 78701

WITH A COPY TO: Chief Counsel
CapMetro
700 Lavaca St, Suite 1400
Austin, TX 78701

d. Entire Agreement

The recitals set forth above are incorporated herein. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the subject of this Agreement. The recitals set forth above are incorporated herein.

e. Modification

This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of CapMetro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by CapMetro's Board of Directors or as otherwise provided in this Agreement. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this

Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

Notwithstanding the foregoing, CapMetro's President & CEO will have the authority to negotiate and execute amendments to this Agreement on behalf of CapMetro without further action from the CapMetro Board of Directors, but only to the extent necessary to implement and further the clear intent of the CapMetro Board of Directors' approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code.

f. Invalid Provision

Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

g. Inspection of Books and Records

- (1) The Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review, inspection, and reproduction at their respective office during the period that this Agreement is in effect and for four years after the Agreement is terminated or until any impending litigation or claims are resolved, whichever is later.
- (2) CapMetro and Travis County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires CapMetro or Travis County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

h. Current Funds

The Party or Parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.

i. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

j. Interpretation

In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.

k. Application of Law

This Agreement is governed by the laws of the State of Texas.

l. Mediation

If mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

m. Third Party Rights Not Created

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a Party to this Agreement.

n. Counterparts

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures in this Agreement.

o. Sovereign Immunity

By execution of this Agreement, neither Party waives or relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

p. Contract Authority

This Agreement is entered into between the Parties shown below pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

q. Taxpayer Identification

CapMetro shall provide Travis County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Code and its rules and regulations before any funds are payable.

r. Survival

Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

Each of the signatories to this Agreement represents and warrants that he or she is duly authorized to sign this in the capacity indicated to be effective as of the Effective Date.

[Signature page follows]

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Interim, President & CEO
CapMetro

Signature Date: _____

Approved as to Form

By: _____
CapMetro Legal Department

RECEIVING AGENCY
Travis County, Texas

By: _____
Andy Brown
County Judge

Signature Date: _____

Exhibit "A"

Insurance Coverage

CapMetro will provide, at a minimum, the following levels of insurance through the Texas Municipal League Intergovernmental Risk Pool or a commercial carrier:

Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.

Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with limits of One Hundred Thousand Dollars (\$100,000) and Three Hundred Thousand Dollars (\$300,000) Combined Single Limit of Liability as per Texas Tort Claims Act. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

If CapMetro is using a subcontractor to provide insurance, such subcontractor will carry:

1. Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Expenses (any one person)	\$50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000

2. Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or an umbrella policy with these same limits.

3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

Board of Directors

Item #: AI-2022-553

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute Amendment No. 5 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$1,808,924.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Customer 2. Community
 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The CapMetro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the CapiMetro service area or on the border of the CapMetro service area.

BUSINESS CASE: CapMetro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding CapMetro's service area, making them a logical partner for providing services that extend beyond the CapMetro service area.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: CapMetro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service. This addendum (Amendment 5 to Supplement No. 8) allows for the provision of transportation in the Manor Area. This service will be operated at the costs of \$86.00 per vehicle hour, consistent with other services operated under the CapMetro/CARTS partnership. Approximately 18,850 weekday service hours and 2,184 Saturday service hours (when implemented) are projected for the FY23. This project is partially funded by Travis County. The County will fund 25 percent of the project through January 2023, and 27.6 percent thereafter. A separate agreement exists between CapMetro and Travis County to provide the funding for this service.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-553

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to be a valued community partner; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to partner with local jurisdictions to provide transit services.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute Amendment No. 5 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$1,808,924.

**Secretary of the Board
Leslie Pool**

Date: _____

**AMENDMENT NO. 5 TO CONTRACTED SERVICES SUPPLEMENT NO. 8
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Manor Pickup)

This Amendment No. 5 to Contracted Services Supplement No. 8 to Master Regional Mobility Agreement ("**Amendment**") is made and entered into by and between Capital Metropolitan Transportation Authority ("**CapMetro**"), a transportation authority and political subdivision of the state of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("**CARTS**"). CapMetro and CARTS are referred to in this Agreement individually as a "Party" and collectively as the "**Parties**".

RECITALS:

- A. Whereas, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the "**Agreement**"); and,
- B. Whereas, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 8 dated effective June 5, 2016 (the "**Supplement**"); and
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective July 10, 2017 ("**Amendment No. 1**"); and
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective June 4, 2019 ("**Amendment No. 2**"); and
- E. Whereas, the Parties entered into that certain Amendment No. 3 to the Supplement effective October 1, 2020 ("**Amendment No. 3**")
- F. Whereas, the Parties entered into that certain Amendment No. 4 to the Supplement effective October 1, 2021 ("**Amendment No. 4**");
- G. Whereas, the Parties desire to further amend the Supplement to update, amongst other things, the fees for service, service dates, vehicle hours and vehicle requirements, as set forth herein.

NOW, THEREFORE, by its execution below, CapMetro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

1. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:
 - B. **FEES FOR SERVICES.** For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-5 (Schedule of Fees and Payments), attached hereto and incorporated herein for all purposes.
2. The total contract amount for Fiscal Year 2023 (October 1, 2022 to September 30, 2023) shall not exceed \$1,808,924.00.
3. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. **TERM.** The term of this Supplement shall commence on June 14, 2019 and terminate on September 30, 2023. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days advance written notice to the other Party. In the event of such termination by CapMetro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro in order to be paid If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner CapMetro directs.

4. Section 3.0, Vehicle Hours, of Attachment SOS-4 of the Supplement is deleted in its entirety and replaced with the following:

3.0 Vehicle Hours.

Vehicle hours for the Pickup service are provided below:

Estimated Total Hours Per Weekday = 72.5

Estimated Total Hours Per Saturday = 42

Estimated Total Hours Weekday Annually = 18,850

Estimated Total Hours Saturday Annually = 2,184

Vehicle hours may be adjusted by mutual agreement of the parties based on customer demand.

5. Section 4.0, Vehicle Requirements, of Attachment SOS-4 of the Supplement is deleted in its entirety and replaced with the following:

4.0 Vehicle Requirements.

Up to five (5) peak vehicles are required for weekday service, and up to four (4) peak vehicles are required for Saturday service. The number of vehicles may be adjusted by mutual agreement of the Parties based on customer demand.

- B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.
- C. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Interim President & CEO

Date: _____

Capital Area Rural Transportation System

By: _____
Dave L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-5 - Schedule of Fees and Payments

ATTACHMENT SFP-5
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 8 TO MASTER REGIONAL MOBILITY AGREEMENT

Manor Pickup

CapMetro shall pay CARTS for the Contracted Service at the following rates:

June 2, 2019 – September 30, 2019	\$79.00 per vehicle hour
October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$81.00 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.00 per vehicle hour

Source of Funds for Payment of Contracted Service:

CapMetro – 100% Local Funds

Travis County – Local and FTA Funds

For the purposes of payment, a vehicle hour means the time a vehicle leaves its base for the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).

Board of Directors

Item #: AI-2022-555

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement (ILA) with the City of Pflugerville for a Transit Development Plan (TDP) in an amount not to exceed \$120,000 in FTA Section 5307 Funds and \$30,000 in local funds from the City of Pflugerville.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer 2. Community
- 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This project will establish a partnership between CapMetro and the City of Pflugerville to use Section 5307 funding for a TDP. The TDP will provide service recommendations and a financing plan in order to assist the City of Pflugerville in making decisions for future transit decisions with CapMetro.

BUSINESS CASE: As the FTA Designated Recipient for transit funding for the Austin Urbanized Area, CapMetro is responsible for allocating FTA Section 5307 Funds within the urbanized area. Through this ILA, CapMetro and the City of Pflugerville will develop a TDP in compliance with the regional Service Expansion Policy. The TDP will be paid through FTA Section 5307 Funds from CapMetro and general funds from the City of Pflugerville.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations,

Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: The City of Pflugerville staff is developing an update to their 2018 TDP. CapMetro staff previously participated in the process as a stakeholder and worked with the City of Pflugerville staff to determine how to move forward with additional transit planning. The updated TDP will help to prioritize transit projects with the City of Pflugerville over the next three years. This ILA outlines the terms of agreement between CapMetro and the City of Pflugerville for an updated TDP. FTA Section 5307 Funds shall not exceed \$120,000 and local funds from the City of Pflugerville shall not exceed \$30,000. The agreement will expire September 30, 2023.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-555

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to partner with local jurisdictions in order to provide transit services outside the CapMetro service area.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute an Interlocal Agreement (ILA) with the City of Pflugerville for a Transit Development Plan (TDP) in an amount not to exceed \$120,000 in FTA Section 5307 Funds and \$30,000 in local funds from the City of Pflugerville.

Date: _____

**Secretary of the Board
Leslie Pool**

**INTERLOCAL AGREEMENT BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF PFLUGERVILLE
FOR
DEVELOPMENT OF THE CITY OF PFLUGERVILLE’S TRANSIT
DEVELOPMENT PLAN**

This Interlocal Agreement (“**Agreement**”) for development of the City of Pflugerville’s Transit Development Plan (“**TDP**”) is made and entered into by and between Capital Metropolitan Transportation Authority (“**CapMetro**”), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, and the City of Pflugerville (“**City**”), a Texas home rule municipal corporation and political subdivision of the State of Texas, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. CapMetro and City are referred to in this Agreement collectively as the “Parties” and independently as a “Party”.

I. Contracting Parties:

The Receiving Agency: The City of Pflugerville (“City”)
100 East Main St., Suite 300
Pflugerville, TX 78660

The Performing Agency: Capital Metropolitan Transportation Authority
 (“CapMetro”)
700 Lavaca St., Suite 1400
Austin, TX 78701

II. Recitals:

- a. CapMetro is a local government entity responsible for providing mass transit service within the City of Austin, and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, and Point Venture, as well as the unincorporated area of Travis County within Commissioner Precinct 2 (boundaries as of date of agreement joining CapMetro) and the Anderson Mill area of Williamson County;
- b. The City is not a participating member of the CapMetro service area;
- c. Texas Transportation Code, Section 451.056, grants CapMetro the authority to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area;

- d. A Service Expansion Policy, approved by CapMetro's Board of Directors in June 2008, amended in April 2014, and endorsed by the Capital Area Metropolitan Planning Organization (CAMPO) in June 2014, defines the approaches for CapMetro to partner with cities and counties that are not currently a part of CapMetro's service area;
- e. One such approach is a contract for service whereby CapMetro provides service through an interlocal agreement with the jurisdiction. The jurisdiction pays the cost of service, with a credit given to the jurisdiction for Section 5307 Funds eligible expenses;
- f. CapMetro is a "Designated Recipient" with legal authority to dispense federal funds;
- g. The City, as of Census 2010, was designated a part of the Austin Urbanized Area, thereby making the City eligible to receive eligible Section 5307 Funds from CapMetro;
- h. The Service Expansion Policy requires that jurisdictions seeking Section 5307 Funds prepare and maintain a three-year Transit Development Plan ("TDP"), to identify transit needs, analyze service options and financing, and provide recommendations for transit services;
- i. The City seeks Section 5307 Funds as a non-member jurisdiction to update their TDP to identify transit needs, analyze service options and financing, and provide recommendations for transportation services;
- j. In order to access funding for transit services through the Federal Transit Administration's Urbanized Area Formula Funding program established under 49 U.S.C. 5307 ("Section 5307 Funds") in accordance with CapMetro's regional Service Expansion Policy, the City of Pflugerville, in cooperation with CapMetro, prepared a Transit Development Plan ("TDP"), which was adopted by Pflugerville City Council in August 2018;
- k. The Parties desire to define their roles and responsibilities for the administration of Section 5307 Funds; and
- l. The Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

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

III. Terms and Conditions:

1. Statement of Services to be Performed.

CapMetro will provide the following services (“**Services**”):

- a. Develop a three (3) year Transit Development Plan (“TDP”) for the City of Pflugerville with the support of the CapMetro General Planning Consultant (“GPC”). The TDP will provide practical guidance to the City to facilitate future transit service decisions. City staff will be included in all aspects of the project.
- b. Develop the TDP in compliance with the requirements of CapMetro’s Service Expansion Policy.

2. Terms of the Agreement. This Agreement shall begin on October 1, 2022 (the “**Effective Date**”) and terminate the later of: (i) September 30, 2023 or (ii) completion of the Services.

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

- a. CapMetro will provide Section 5307 funding for an amount not to exceed 80% of the cost for the Services, as set forth in **Exhibit “A”**.
- b. The City will provide local funding for 20% of the cost for an amount not to exceed the Services as set forth in **Exhibit “A”**.

4. Payment Terms. For performance of the Services, the City will pay CapMetro its’ local share of formula funds, as set forth in **Exhibit “A”**, upon receipt of an invoice therefore, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). CapMetro will submit an invoice to the City upon completion of the Services or upon the termination of this Agreement, whichever is later, for the Services performed in an amount equal to the amounts billed to CapMetro by the GPC not to exceed the amount set forth in **Exhibit “A”**.

5. General Provisions.

- a. **Default.** A party shall be in default under the Agreement if it fails to fully, timely and faithfully perform any of its material obligations under the Agreement.
- b. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to be served, at the addresses set forth above. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. A party may change its address for notice by written notice to the other party as herein provided.

The City: 100 East Main St., Suite 300
Pflugerville, TX 78660
ATTN: Sereniah Breland, City Manager

CapMetro: 700 Lavaca St., Suite 1400
Austin, TX 78701

With Copy to: 700 Lavaca St., Suite 1400
Austin, TX 78701
ATTN: Chief Council

- c. **Good Faith.** The Parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times formal representatives to serve as points of contact for communications.
- d. **Alteration.** This Agreement may not be altered, amended, or modified except with written agreement from all Parties.
- e. **Cost for Preparation.** Each Party will be responsible for all costs and expenses associated with the preparation and adoption of this Agreement, the preparation and adoption of any further agreements, and future actions related thereto.
- f. **Amendments.** The City's City Manager and CapMetro's President and CEO will have the authority to negotiate and execute amendments to this Agreement without further action by the Pflugerville City Council or the CapMetro Board of Directors, to the extent necessary to implement and further the clear intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement's terms and

conditions or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by each party's governing body.

- g. **Current Funds.** The Party or Parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.
- h. **Counterpart Agreements.** This Agreement may be executed in multiple counterparts which, taken together, will collectively constitute a single agreement, but in making proof of such agreement, it will not be necessary to account for more than one such counterpart.
- i. **Venue and Applicable Law.** This Agreement will be performed and enforced in Travis County, Texas, and will be construed in accordance with the laws of the State of Texas. Venue with respect to all disputes will reside with the district courts of Travis County, Texas. All rules, regulations, and other requirements imposed by local, state, or federal law apply to the performance of the Parties under this Agreement.
- j. **Force Majeure.** Except as otherwise provided, no Party is liable to the other parties for any delay in, or failure of performance, of a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, pandemic, or other causes that are beyond the control of the party asserting a force majeure claim, that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. A Party must inform the other parties in writing with proof of receipt within three business days of the existence of such force majeure.
- k. **Survival of Obligations.** Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.
- l. **Severability.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any

reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.

- m. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- n. **Interpretation.** In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.
- o. **Third Party Rights Not Created.** This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a Party to this Agreement.
- p. **Sovereign Immunity.** By execution of this Agreement, neither Party waives nor relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.
- q. **No Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign any rights under this Agreement without the written consent of the other Party. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- r. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except by subsequent written amendment to this Agreement signed by the Parties. The Recitals contained in this Agreement are incorporated herein for all purposes.

IV. Signatories: Each of the signatories to this Agreement represents and warrants that they are duly authorized to sign this in the capacity indicated to be effective as of the Effective Date.

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Interim President & CEO
CapMetro

Signature Date: _____

Approved as to Form

By: _____
CapMetro Legal Department

RECEIVING AGENCY
City of Pflugerville

By: _____
Victor Gonzales
Mayor

Signature Date: _____

ATTEST:

By: _____
Trista Evans
City Secretary

By: _____
Charles E. Zech, City Attorney
Denton Navarro Rocha Bernal & Zech, PC

Exhibit "A"

Transit Development Plan Funding Not to Exceed Amounts	
Section 5307 Funds (80%)	\$120,000.00
Local Funds (20%)	\$30,000.00
Total Funds (100%)	\$150,000.00

Board of Directors

Item #: AI-2022-556

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute an Interlocal Agreement (ILA) with the City of Buda for a Transit Development Plan (TDP) in an amount not to exceed \$102,920 in FTA Section 5307 Funds and \$25,730 in local funds from the City of Buda.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This project will establish a partnership between CapMetro and the City of Buda to use Section 5307 funding for a TDP. The TDP will provide service recommendations and a financing plan in order to assist the City of Buda in making decisions for future transit decisions with CapMetro.

BUSINESS CASE: As the FTA Designated Recipient for transit funding for the Austin Urbanized Area, CapMetro is responsible for allocating FTA Section 5307 Funds within the urbanized area. Through this ILA, CapMetro and the City of Buda will develop a TDP in compliance with the regional Service Expansion Policy. The TDP will be paid through FTA Section 5307 Funds from CapMetro and general funds from the City of Buda.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations,

Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: The City of Buda staff is developing an update to their 2016 TDP. CapMetro staff previously participated in the process as a stakeholder and worked with the City of Buda staff to determine how to move forward with additional transit planning. The updated TDP will help to prioritize transit projects with the City of Buda over the next three years.

This ILA outlines the terms of agreement between CapMetro and the City of Buda for an updated TDP. FTA Section 5307 Funds shall not exceed \$102,920 and local funds from the City of Buda shall not exceed \$25,730. The agreement will expire September 30, 2023.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-556

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to partner with local jurisdictions in order to provide transit services outside the CapMetro service area.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute an Interlocal Agreement (ILA) with the City of Buda for a Transit Development Plan (TDP) in an amount not to exceed \$102,920 in FTA Section 5307 Funds and \$25,730 in local funds from the City of Buda.

Date: _____

**Secretary of the Board
Leslie Pool**

**INTERLOCAL AGREEMENT BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF BUDA
FOR
DEVELOPMENT OF THE CITY OF BUDA'S TRANSIT
DEVELOPMENT PLAN**

This Interlocal Agreement ("**Agreement**") for development of the City of Buda's Transit Development Plan ("**TDP**") is made and entered into by and between Capital Metropolitan Transportation Authority ("**CapMetro**"), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, and the City of Buda ("**City**"), a Texas home rule city, municipal corporation and political subdivision of the State of Texas, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. CapMetro and City are referred to in this Agreement collectively as the "Parties" and independently as a "Party".

I. Contracting Parties:

The Receiving Agency: The City of Buda ("City")
121 Main St.
Buda, TX 78610

The Performing Agency: Capital Metropolitan Transportation Authority
("CapMetro")
700 Lavaca St., Suite 1400
Austin, TX 78701

II. Recitals:

- a. CapMetro is a local government entity responsible for providing mass transit service within the City of Austin, and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, and Point Venture, as well as the unincorporated area of Travis County within Commissioner Precinct 2 (boundaries as of date of agreement joining CapMetro) and the Anderson Mill area of Williamson County;
- b. The City is not a participating member of the CapMetro service area;
- c. Texas Transportation Code, Section 451.056, grants CapMetro the authority to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area;

- d. A Service Expansion Policy, approved by CapMetro's Board of Directors in June 2008, amended in April 2014, and endorsed by the Capital Area Metropolitan Planning Organization (CAMPO) in June 2014, defines the approaches for CapMetro to partner with cities and counties that are not currently a part of CapMetro's service area;
- e. One such approach is a contract for service whereby CapMetro provides service through an interlocal agreement with the jurisdiction. The jurisdiction pays the cost of service, with a credit given to the jurisdiction for Section 5307 Funds eligible expenses;
- f. CapMetro is a "Designated Recipient" with legal authority to dispense federal funds;
- g. The City, as of Census 2010, was designated a part of the Austin Urbanized Area, thereby making the City eligible to receive eligible Section 5307 Funds from CapMetro;
- h. The Service Expansion Policy requires that jurisdictions seeking Section 5307 Funds prepare and maintain a three-year Transit Development Plan ("TDP"), to identify transit needs, analyze service options and financing, and provide recommendations for transit services;
- i. The City seeks Section 5307 Funds as a non-member jurisdiction to update their TDP to identify transit needs, analyze service options and financing, and provide recommendations for transportation services;
- j. In order to access funding for transit services through the Federal Transit Administration's Urbanized Area Formula Funding program established under 49 U.S.C. 5307 ("Section 5307 Funds") in accordance with CapMetro's regional Service Expansion Policy, the City of Buda, in cooperation with CapMetro, prepared a Transit Development Plan ("TDP"), which was adopted by Buda City Council in February 2016;
- k. The Parties desire to define their roles and responsibilities for the administration of Section 5307 Funds; and,
- l. The Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

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

III. Terms and Conditions:

1. Statement of Services to be Performed.

CapMetro will provide the following services (“**Services**”):

- a. Develop a three (3) year Transit Development Plan (“TDP”) for the City of Buda with the support of the CapMetro General Planning Consultant (“GPC”). The TDP will provide practical guidance to the City to facilitate future transit service decisions. City staff will be included in all aspects of the project.
- b. Develop the TDP in compliance with the requirements of CapMetro’s Service Expansion Policy.

2. Terms of the Agreement. This Agreement shall begin on October 1, 2022 (the “**Effective Date**”) and terminate the later of: (i) September 30, 2023, or (ii) completion of the Services. The Contracting Parties shall execute any legally required contract amendments to ensure the extension of terms and conditions of this agreement are sustained should Services extend beyond September 30, 2023.

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

- a. CapMetro will provide Section 5307 funding for an amount not to exceed 80% of the cost for the Services, as set forth in **Exhibit “A”**.
- b. The City will provide local funding for an amount not to exceed 20% of the cost for the Services as set forth in **Exhibit “A”**.

4. Payment Terms. For performance of the Services the City will pay CapMetro its local share of formula funds, as set forth in **Exhibit “A”**, upon receipt of an invoice therefore, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). CapMetro will submit an invoice to the City upon completion of the Services or upon the termination of this Agreement, whichever is later, for the Services performed in an amount equal to the amounts billed to CapMetro by the GPC not to exceed the amount set forth in **Exhibit “A”**.

5. General Provisions.

- a. **Default.** A party shall be in default under the Agreement if it fails to fully, timely and faithfully perform any of its material obligations under the Agreement.
- b. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to be served, at the addresses set forth above. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. A party may change its address for notice by written notice to the other party as herein provided.

The City: 405 E. Loop St, Building 100
 Buda, TX 78610
 ATTN: City Manager

CapMetro: 700 Lavaca St., Suite 1400
 Austin, TX 78701

With Copy to: 700 Lavaca St., Suite 1400
 Austin, TX 78701
 ATTN: Chief Council

- c. **Good Faith.** The Parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times formal representatives to serve as points of contact for communications.
- d. **Alteration.** This Agreement may not be altered, amended, or modified except with written agreement from all of the Parties.
- e. **Cost for Preparation.** Each Party will be responsible for all costs and expenses associated with the preparation and adoption of this Agreement, the preparation and adoption of any further agreements and future actions related thereto.
- f. **Amendments.** The City's City Manager and CapMetro's President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action by the Buda City Council or the CapMetro Board of Directors, to the extent

necessary to implement and further the clear intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement's terms and conditions or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by each party's governing body.

- g. **Current Funds.** The Party or Parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.
- h. **Counterpart Agreements.** This Agreement may be executed in multiple counterparts which, taken together, will collectively constitute a single agreement, but in making proof of such agreement, it will not be necessary to account for more than one such counterpart.
- i. **Venue and Applicable Law.** This Agreement will be performed and enforced in Travis County, Texas, and will be construed in accordance with the laws of the State of Texas. Venue with respect to all disputes will reside with the district courts of Travis County, Texas. All rules, regulations, and other requirements imposed by local, state, or federal law apply to the performance of the Parties under this Agreement.
- j. **Force Majeure.** Except as otherwise provided, no Party is liable to the other parties for any delay in, or failure of performance, of a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, pandemic, or other causes that are beyond the control of the party asserting a force majeure claim, that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. A Party must inform the other parties in writing with proof of receipt within three business days of the existence of such force majeure.
- k. **Survival of Obligations.** Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

- l. **Severability.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.
- m. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- n. **Interpretation.** In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.
- o. **Third Party Rights Not Created.** This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a Party to this Agreement.
- p. **Sovereign Immunity.** By execution of this Agreement, neither Party waives or relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.
- q. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except by subsequent written amendment to this Agreement signed by the Parties. The Recitals contained in this Agreement are incorporated herein for all purposes.

IV. Signatories: Each of the signatories to this Agreement represents and warrants that they are duly authorized to sign this in the capacity indicated to be effective as of the Effective Date.

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Interim President & CEO
CapMetro

Signature Date: _____

Approved as to Form

By: _____
CapMetro Legal Department

RECEIVING AGENCY
City of Buda

By: _____
Micah Grau
City Manager

Signature Date: _____

ATTEST:

By: _____
Alicia Ramirez
City Clerk

By: _____
Cristian Rosas-Grillet
Assistant City Attorney

Exhibit "A"

Transit Development Plan Funding Not to Exceed Amounts	
Section 5307 Funds (80%)	\$102,920
Local Funds (20%)	\$25,730
Total Funds (100%)	\$128,650

Board of Directors

Item #: AI-2022-558

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a Memorandum of Understanding with the City of Round Rock authorizing Round Rock to be a direct recipient of a portion of CapMetro’s FY2023 and FY2024 Federal Section 5307 Program funds.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: CapMetro is coordinating with non-members in the Austin urbanized area to meet transit needs in their communities and build a regional system. These efforts will result in a more robust transit network that can eventually be brought together through regional planning efforts.

BUSINESS CASE: As the Designated Recipient of the grant, CapMetro must concur with the use of federal funds allocated for the Austin urbanized area, which extends beyond the service area. CapMetro’s goal is to collaborate with these local communities to meet their transit needs now and in the future. By receiving a formulated portion of 5307 funding, the City of Round Rock will be able to continue their on-demand service and fixed route service and plan for future transit needs.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance,

Audit and Administration Committee on September 14, 2022.

EXECUTIVE SUMMARY: As the public transit provider of the Austin urbanized area, CapMetro is the Designated Recipient of Federal Section 5307 Program funds for the urbanized area. Per Federal Transit Administration (FTA) guidelines, Section 5307 funds can be used for transit capital and operating assistance in urbanized areas and transportation planning. In the past, CapMetro provided Round Rock a portion of 5307 funds that were apportioned to the agency by the FTA as part of a pass-through arrangement outlined in an interlocal agreement (ILA). In FY2011, the ILA that authorized this arrangement was not renewed and Round Rock elected to become a Direct Recipient of FTA funds, coordinating directly with the FTA to submit independent grant applications.

In FY2013, an agreement was signed for FY2013 and FY2014 Section 5307 funds to be directly distributed to Round Rock. This agreement has been renewed on a biennial basis since that time. CapMetro is not required to provide technical support or assistance beyond any that may be required by the FTA when a Designated Recipient authorizes another public entity to be a Direct Recipient.

Round Rock is permitted to apply for a share of CapMetro's FY2023 and FY2024 Section 5307 funds based upon the distribution formula that will be published in the federal register for the FTA FY2023 and FY2024 Section 5307 apportionments.

The distribution of any 5307 funds to Round Rock will be contingent upon the apportionment and distribution of 5307 funds to CapMetro. If the FTA does not apportion or distribute 5307 funds to CapMetro, Round Rock would not be eligible to receive 5307 funds as a Direct Recipient. If the FTA reduces the amount of 5307 funds available to CapMetro, Round Rock's share of 5307 funding would be based upon the reduced amount.

These terms are included in the attached MOU between CapMetro and Round Rock. The MOU expires on September 30, 2024 and applies only to Section 5307 funds appropriated in FY2023 and FY2024.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-558

WHEREAS, CapMetro is the Designated Recipient of Section 5307 Program funds apportioned by the Federal Transit Administration for the Austin urbanized area; and

WHEREAS, the City of Round Rock has requested a portion of CapMetro's Section 5307 funds in order to support the planning, capital development and operation of transit services for the Round Rock community, including demand response bus service, express bus service and reverse commute bus service.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a Memorandum of Understanding with the City of Round Rock that authorizes Round Rock to continue to be a Direct Recipient of a portion of CapMetro's FY2023 and FY2024 Federal Section 5307 Program funds.

Date: _____

**Secretary of the Board
Leslie Pool**

**Memorandum of Understanding between the
Capital Metropolitan Transportation Authority and the City of Round Rock
Regarding the Provision of Federal Transit Administration
Section 5307 Program Funds**

This Memorandum of Understanding (“MOU”) regarding the provision of Federal Transit Administration Section 5307 Program Funds is executed by and between the City of Round Rock (“City”) a local government public entity and the Capital Metropolitan Transportation Authority (“CapMetro”) a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code, collectively referred to as “the Parties.” Accordingly, the Parties set forth their intent and understandings as follows:

I. PURPOSE

CapMetro is the designated recipient (“Designated Recipient”) of Section 5307 Program funding apportioned by the Federal Transit Administration (“FTA”) for the Austin urbanized area. This MOU outlines the Parties’ mutual intent and understanding with respect to CapMetro’s authorization of City as a direct recipient of FTA Section 5307 Program funds. City and CapMetro agree to work cooperatively and in good faith in the manner set forth herein.

II. KEY TERMS

- A.** The Parties will comply with the requirements of the Urbanized Area Formula Funding Program (49 U.S.C. 5307).
- B.** Since City is not a member city of the CapMetro transit system, City would like to become a direct recipient (“Direct Recipient”) of a share of the Section 5307 Program funding apportioned to the Austin urbanized area (“FTA Section 5307 Program Funds”).
- C.** During the term of this MOU, City is authorized to apply for a share of Section 5307 Program Funds apportioned and distributed to CapMetro, as Designated Recipient for the Austin urbanized area, based upon the distribution formula established by the FTA for Section 5307 Apportionment Formula Distribution of Available Funds during FTA fiscal years 2023 (October 1, 2022 – September 30, 2023) and 2024 (October 1, 2023 – September 30, 2024) (each an “FTA Fiscal Year”).
- D.** The distribution of any amounts payable to City as a Direct Recipient is contingent upon the successful apportionment and distribution of Section 5307 funds to CapMetro as the Designated Recipient for the Austin urbanized area for FTA Fiscal Years 2023 and 2024. If the FTA does not apportion or distribute Section 5307 Program Funds to CapMetro as the Designated Recipient, City will not be eligible to receive Section 5307 Program Funds as a Direct Recipient. If the FTA reduces the amount of Section 5307 Program Funds available to CapMetro as the Designated Recipient, City’s share of funding will be based upon the reduced amount. CapMetro will not be liable to City for any damages, which are caused or associated with any FTA changes to the amounts apportioned or distributed to the Austin urbanized area under the Section 5307.

- E. CapMetro is not obligated to provide any technical assistance or technical support to City beyond the requirements of FTA Circular 9030.1E.
- F. City’s designation as a Direct Recipient requires approval by the CapMetro Board of Directors and the Round Rock City Council.
- G. CapMetro will not provide technical support or assistance beyond any that may be required by the FTA when a Designated Recipient authorizes another public entity to be a Direct Recipient.

B. CapMetro’s Responsibility:

- A. CapMetro will remain the Designated Recipient of Section 5307 Program Funds apportioned by the FTA for the Austin urbanized area;
- B. CapMetro authorizes City to be a Direct Recipient of a share of the Section 5307 Program Funds apportioned to the Austin urbanized area based on the distribution formula established by the FTA for Section 5307 Apportionment Formula Distribution of Available Funds during FTA Fiscal Years 2023 and 2024; and
- C. CapMetro authorizes this designation once to include all grant applications for FTA Section 5307 Program Funds submitted by City to FTA during the term of this MOU.

C. Round Rock Responsibility:

- A. City will remain an eligible FTA grantee for the provision of transit services and construction of transit facilities;
- B. As a Direct Recipient, City will use FTA Section 5307 Program Funds to support the planning, capital development, and operation of transit services for the Round Rock community;
- C. City shall comply with all provisions of FTA Circular 9030.1E, Urbanized Area Formula Program: Program Guidance and Application Instructions, Chapter II, Section 8, Applicants Other than Designated Recipients, including but not limited to providing its local share of matching; and
- D. City shall comply with all applicable requirements set forth in state or federal law, regulations, policies, and administrative practices.

III. TERM OF MOU

This MOU will be executed and effective as of the date of the last Party to sign (the “Execution Date”) and expire on the last day of the FTA Fiscal Year 2024. The Parties may mutually agree, in writing, to extend the term of this MOU. This MOU may be terminated or modified by thirty (30) days advanced written notice by either Party. In the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this MOU may be terminated at the option of the Party, not in default upon expiration of the thirty (30) day period.

IV. INCORPORATION OF DOCUMENTS

This MOU incorporates by reference the following attachments:

- A. Attachment A, resolution of the CapMetro Board of Directors approving this MOU.
- B. Attachment B, Resolution of the Round Rock City Council approving this MOU.

V. MISCELLANEOUS

- A. This MOU constitutes the entire MOA between CapMetro and City. No other terms and conditions are applicable, unless amended and agreed to by both Parties.
- B. By execution of this MOU, neither Party waives or relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

VI. SIGNATORY

This MOU is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above:

**Capital Metropolitan
Transportation Authority**

City of Round Rock

By: _____

Dottie Watkins
Interim President & CEO

Date: _____

By: _____

Name: _____
Title: _____

Date: _____

Approved as to form:

CMTA Legal Department

Attachment A
CapMetro Board of Directors Resolution No.

Attachment B
Round Rock City Council Resolution No.

Board of Directors

Item #: AI-2022-561

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract modification with Structura, Inc. to add additional contingency to renovate Level 1 of the Capital Metro administrative facility at 2910 East 5th Street, in the amount of \$150,000.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The renovation of the CapMetro facility at 2910 East 5th Street is required to create an attractive and cohesive workspace for service provider staff, CapMetro Operations staff, and Board meeting attendees. During construction an undocumented beam was discovered that resulted in the need to redesign, re-permit, and re-phase the project. The additional contingency requested herein is to ensure this project is properly completed.

BUSINESS CASE: Renovating the Capital Metro facility at 2910 East 5th Street is necessary to accommodate continued growth and provide a space more conducive to attracting and retaining CapMetro's bus operators while providing improved workspaces and training rooms for CapMetro's bus and facility maintenance service provider. This space also includes improved workspaces for CapMetro staff and a new Boardroom. The additional contingency will allow the Level 1 renovation work that is underway, to be properly completed.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: In order to increase efficiency and reliability, the agency has identified the need to modernize and expand its operators and support staff area within the facility at 2910 East 5th Street while also providing improved meeting and training spaces including a new Boardroom. During construction an undocumented beam was discovered that caused an entire rework of the structural scope that has resulted in additional project costs. An additional \$150k of contingency is being requested to allow the project to be properly completed.

DBE/SBE PARTICIPATION: The SBE goal is 11%. The prime contractor will exceed the goal utilizing the following SBE subcontractors:

SBE Subcontractors	Services/Products	Race/Gender	SBE Responsive
Eastcreek Designs	Window Treatments	Caucasian female	0.4%
Spectrum Resources	Specialty Services	Asian male	1.4%
Action Decorating	Painting and Wall Coverings	Hispanic male	3.32%
CDMTek	HVAC	Caucasian male	21.49%
			26.61%

PROCUREMENT: On September 14, 2021, an Invitation for Bid was issued and formally advertised for (IFB) #307348, 2910-Interior Remodel - First Floor. By the closing date of October 14, 2021, six (6) bids were received for the project. All six bids were considered responsive and responsible. Following evaluation of offers, on October 25, 2021, the Capital Metro Board of Directors authorized the Authority to award a contract in the amount of \$1,767,362 to Structura, Inc. along with a \$170,000 contingency, to total \$1,937,362. A Notice to Proceed (NTP) was issued to Structura November 16, 2021.

RESPONSIBLE DEPARTMENT: Facilities Management

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-561

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide administrative workspace that promotes efficient and effective operations and promotes a culture of communication; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to renovate the first floor of the facility at 2910 E. 5th St.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract modification with Structura, Inc. to add additional contingency to renovate the first floor of the Capital Metro administrative facility at 2910 E. 5th St., in the amount of \$150,000.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-537

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to implement the January 2023 Service Changes.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Customer 2. Community
 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: Service Changes are in accordance with Capital Metro’s Service Standards. These changes are designed to meet Goals 1-4 in Capital Metro’s Strategic Plan:

- 1). Deliver the best possible customer experience,
- 2). Demonstrate Regional Leadership,
- 3). Demonstrate the value of public transportation in a dynamic community,
- 4). Continue to improve organizational practices and develop staff.

BUSINESS CASE: These changes are intended to improve the overall customer experience with a focus on on-time performance through the minor modification of select services.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 4, 2022.

EXECUTIVE SUMMARY: The January 2023 service changes continue the COVID service levels established with the September 2021 service change and carried forward into January, June and August 2022. Minor schedule adjustments are proposed, with continued suspension of some services. Staff recommends the following minor changes for final approval at the September board meeting:

- **Minor Schedule Adjustments** - To address continued changes in the community, select routes will receive minor adjustments to their schedules in order to address needs anticipated due to increased traffic and ridership.
- **Continued Service Suspension** - Express routes 981 and 987, as well as all E-bus service, will remain suspended.
- **Streamline Routes** - Combine select single operating routes ending in downtown to allow through travel and single seat rides to expanded areas of the system.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-537

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management continue to support the recovery of the City of Austin from the COVID-19 crisis, and

WHEREAS, the January 2023 Service Changes will continue to rebuild ridership while minimizing impacts on current customers; and

WHEREAS, an equity analysis, required under the Federal Transit Administration's (FTA) Title VI finds no disparate impact (minority) or disproportionate burden (low-income) on affected populations.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to implement January 2023 Service Changes described in the attached document beginning Sunday, January 8, 2023.

Date: _____

**Secretary of the Board
Leslie Pool**

CapMetro

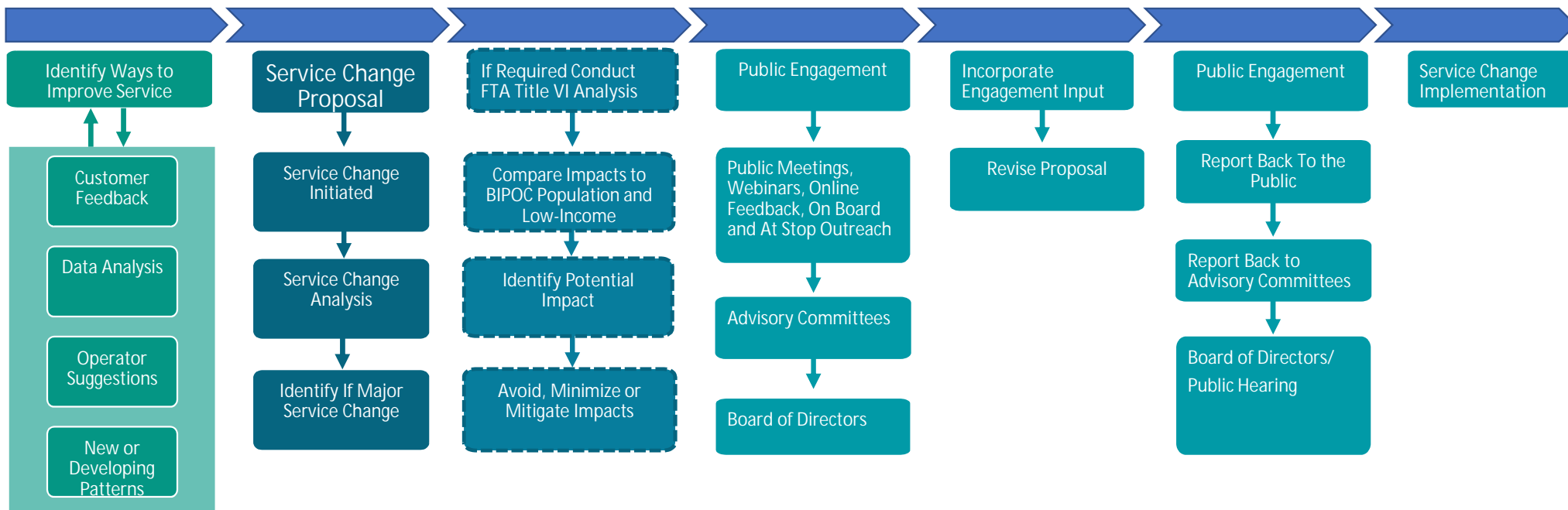
Proposed January 2023 Service Change

September 2022 Board Meeting

Service Change Overview

- Purpose: to evaluate current conditions and make service adjustments
- During a service change process, we:
 - Identify ways to improve service
 - Develop a service change proposal
 - Engage with the public throughout the process
- Service changes currently occur every January, Summer, and August to correspond with changing customer needs and patterns
- Current service levels balance existing reliability while matching demand

Service Change Process & Regulatory Framework



Conceptual Framework

Note: We monitor Ridership and Customer Care Reports daily

Recap of August 2022 Service Changes

Minor Adjustments of Service

- Adjusted Running Times – Minor adjustments to schedules due to ridership/ travel conditions
- Fall School Service Levels - Levels adjusted for on University and Select Routes for return of regular school year

Maintained Service Levels

- MetroRail – regular service levels
- MetroRapid – regular service levels (except late night Thur-Sat)
- MetroExpress & Flyers – Continued reduced service levels
- E-Bus – Continued suspension of service



Resource Constraints

- Managing operator constraints
 - Slow addition of staff coupled with normal attrition
 - Market conditions impacting hiring
 - People and Culture and Operations teams partnering to proactively plan for attrition and market factors
- Managing vehicle availability
 - National, industry-wide supply chain issues
 - Improving vehicle maintenance is critical path to success
- Maintaining current levels to ensure delivery with available and projected operators
- Monitoring daily needs and strategically address as additional resources become available



Proposed January '23 Service

Overview

Minor Adjustments

- Adjust Running Times – Minor adjustments to schedules as ridership and travel conditions change
- Streamline Routes – Combine select single operating routes ending in downtown to allow through travel
- Pickup – Adjustment in Manor coordinated with Travis County ILA

Maintain Service Levels

- MetroRail – regular service levels
- MetroRapid – regular service levels (except late night Thur-Sat)
- MetroExpress & Flyers – Continued reduced service levels and monitor ridership for select needs
- E-Bus – Continued suspension

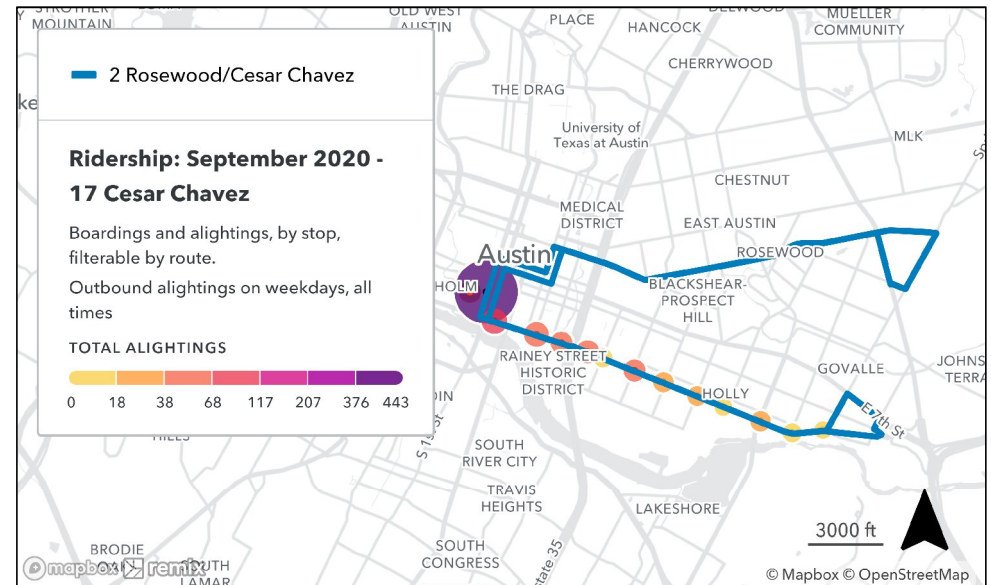
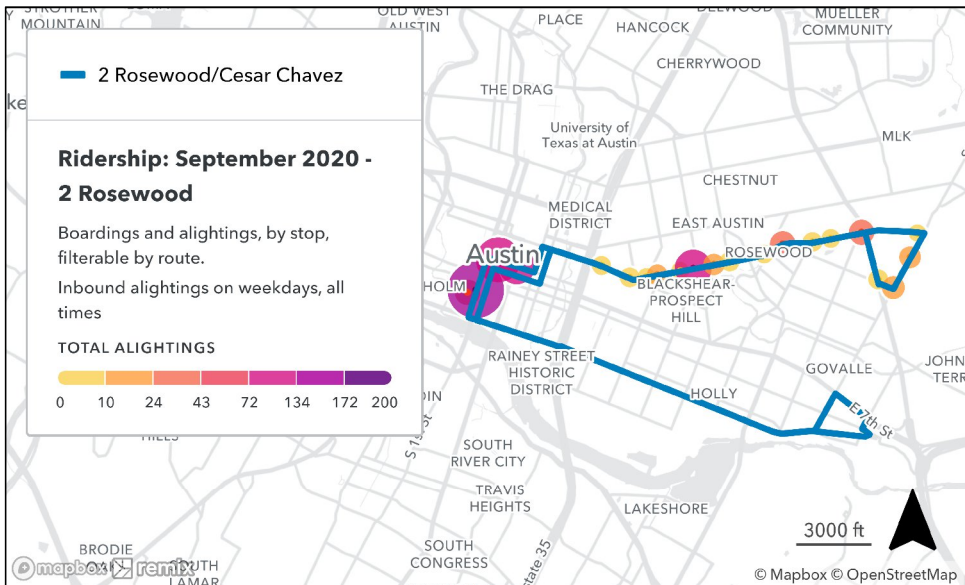


Streamlining Downtown Ending Routes

- Improved system coverage and single rides to new areas
- Reduces route duplication and overlap to generate savings and then reinvest to allow for better service levels
- Addresses detour requirements due to events and current / future construction
- Supports efficient End-of-Line charging infrastructure for new electric bus fleet (e.g. Route 30 Bull Creek / Barton Creek – Westgate Transit Center)
- Improves reliability and access to transit center facilities (e.g. Route 2 Rosewood/Cesar Chavez – Eastside Bus Plaza)

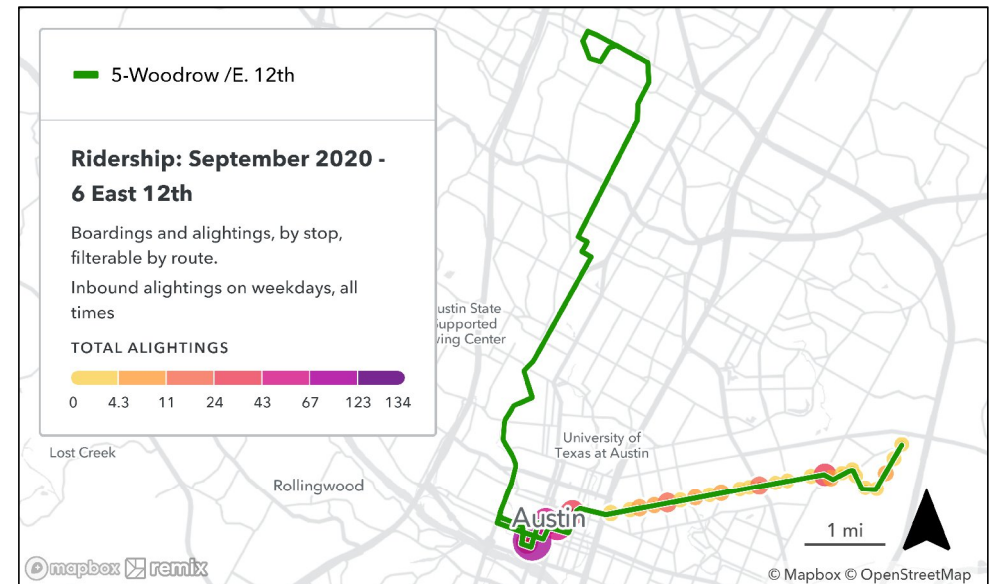
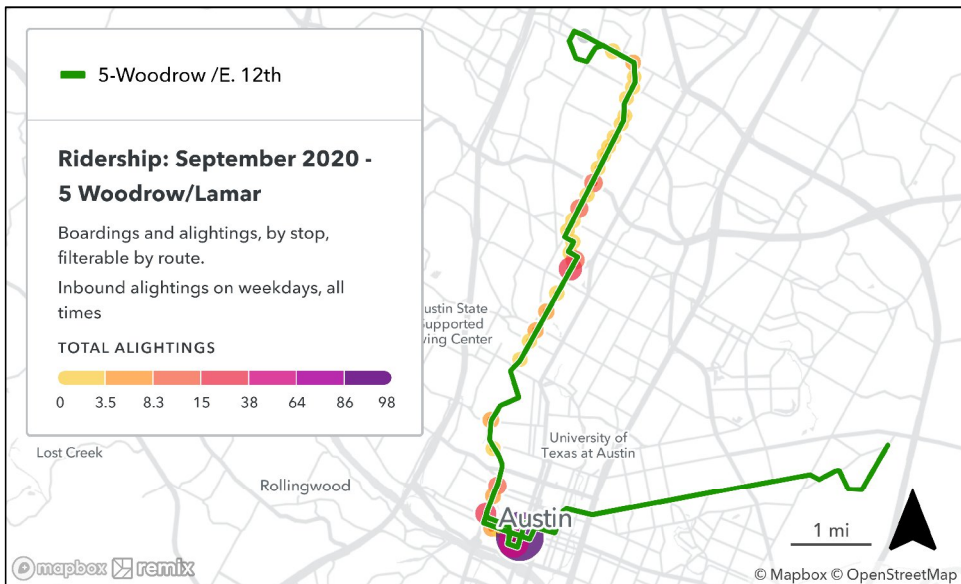


2 Rosewood / Cesar Chavez



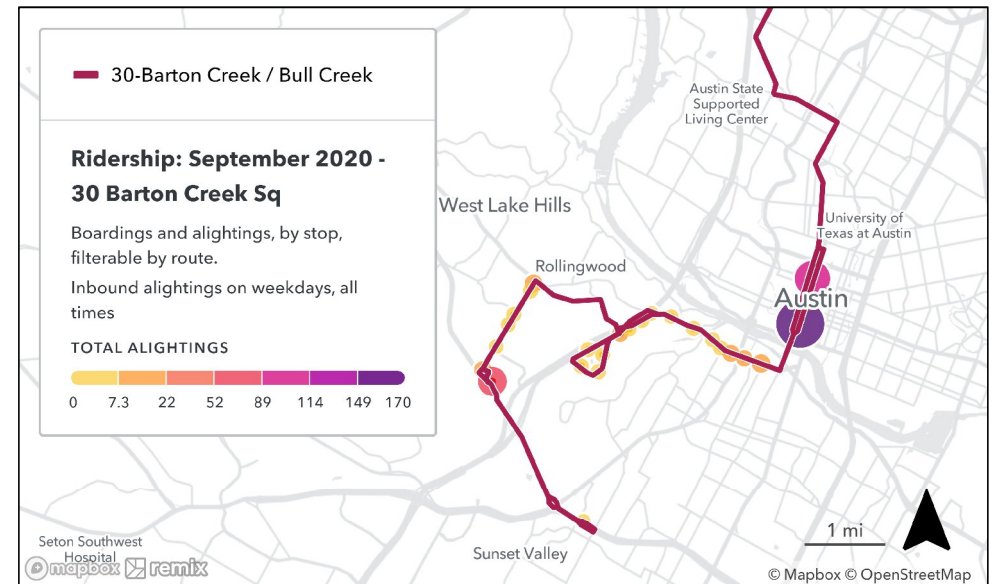
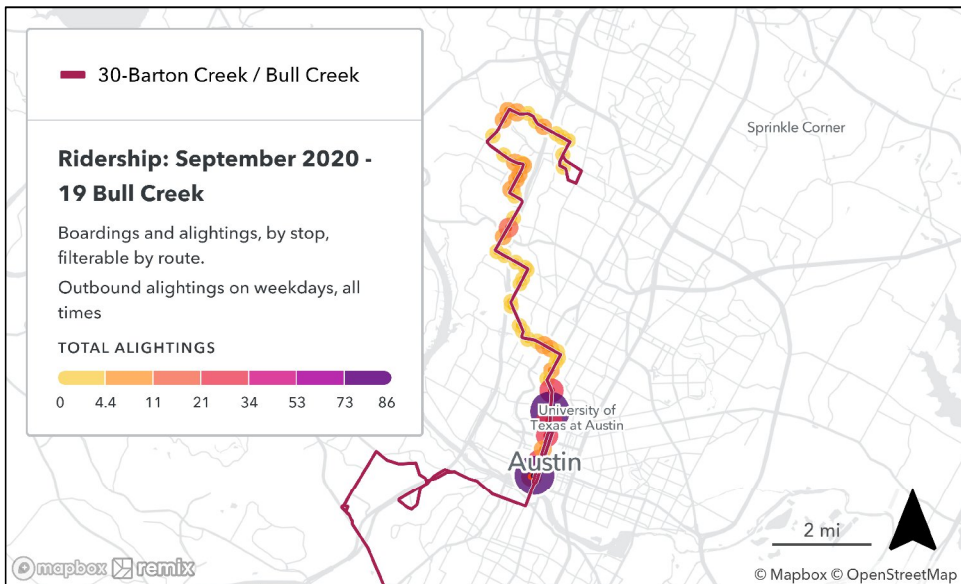
- Frequent Routes – Every 15 minutes daily
- Transfers - Preserved in Downtown along Guadalupe/Lavaca
- Operational Efficiency – via streamlined routing
- Service Reach – access to Eastside Bus Plaza and future MetroRapid Pleasant Valley from Eastern crescent

5 Woodrow / East 12th St



- Local Routes – Every 30 minutes daily
- Transfers - Preserved in Downtown along Guadalupe/Lavaca
- Operational Efficiency – via streamlined routing
- Service Reach – access to Northcross Mall and Seton Hospital area from Eastern crescent

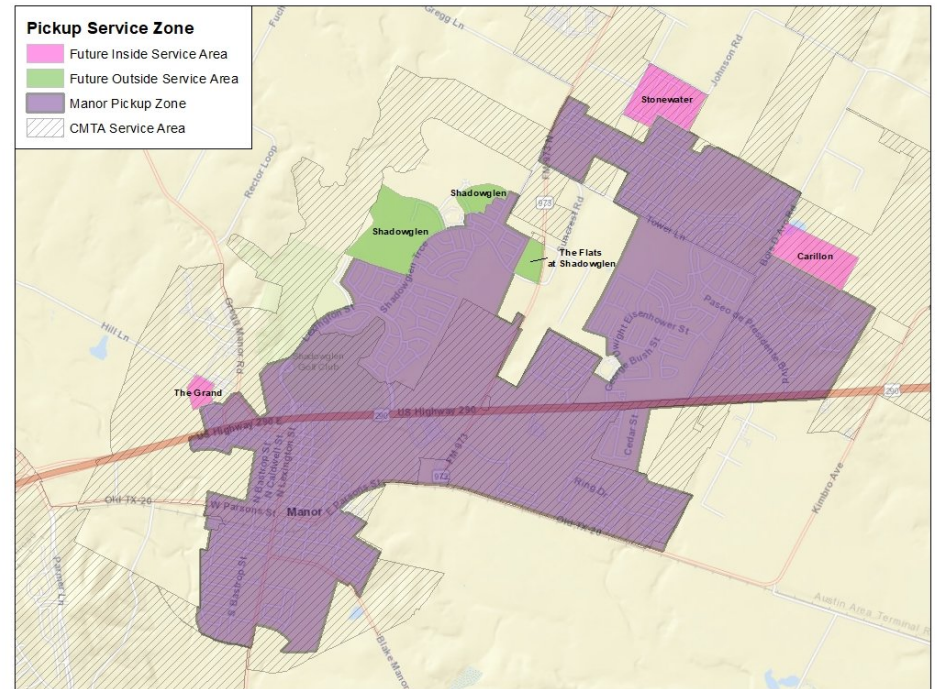
30 Bull Creek / Barton Creek



- Local Routes – Currently every 35-60 minutes (future every 35-40 minutes)
- Transfers - Preserved in Downtown along Guadalupe/Lavaca
- Operational Efficiency – via streamlined routing (route duplication improved in Downtown)
- Service Reach – access to Northcross Mall, Barton Creek Mall and Westgate Transit Center

Manor Pickup

- Ongoing year-long conversation regarding recently-constructed additions to subdivisions within Manor city limits and Travis County
- Current service operated by CARTS (outside contractor) in partnership with Travis County (support funding) – included in Travis County ILA (September 2022 approval)
- Current Service:
 - Operates Monday – Friday, 7:00 AM – 7:00 PM
 - Second-highest monthly ridership (>3,600 in July 2022)
- Proposed Service Changes:
 - Expand zone (key subdivisions)
 - Expand Evening Weekday Span – to 9:00 PM
 - Introduce Saturday Service - 10:00 AM – 8:00 PM



Proposed January 2023 Service Changes – Engagement

- FTA Title VI analysis is *not* required due to minor nature of changes, per Board-adopted thresholds
- Public outreach ongoing during the month of August and September
 - Community engagement is part of the service change process
 - At-stop engagement, online engagement, etc.
 - Title VI mandated public hearing is not required due to minor nature of changes



Looking Ahead

CapMetro

Pickup Performance

- CapMetro has been monitoring Pickup ridership but has not yet taken action to recommend changes to Pickup service.
- High-level information summarized to highlight current performance and begin conversations about the success of zones now and in the future
- Currently managing zone performance through operational actions, including:
 - Increasing driver hours
 - Implementing flex and peak vehicles
 - Adjusting start times
 - Increasing advertising within the zone

Table 1: Monthly Performance (July 2022)

Zone	Service Hours	Service Standard Score	On-Time Performance	Avg. Response Time	Ridership
Dessau	Weekdays 7 a.m. to 7 p.m., Saturdays 10 a.m. to 6 p.m.	55	77.5%	9 minutes	2,492
East ATX	Weekdays 7 a.m. to 7 p.m., and Saturdays 10 a.m. to 6 p.m.	63	82.6%	8 minutes	1,763
Exposition	Weekdays 7 a.m. to 7 p.m.	30	95.0%	6 minutes	244
Lago Vista	Weekdays 7 a.m. to 7 p.m.	35	70.0%	13 minutes	1,152
Leander	Weekdays 6 a.m. to 7 p.m. and Saturdays 10 a.m. to 6 p.m.	53	90.6%	7 minutes	2,993
Manor	Weekdays 7 a.m. to 7 p.m.	53	67.0%	14 minutes	3,667
North Oak Hill	Weekdays 7 a.m. to 7 p.m.	42	55.5%	17 minutes	1,187
Northeast Austin	Weekdays 7 a.m. to 7 p.m., and Saturdays 10 a.m. to 6 p.m.	69	92.8%	6 minutes	2,556
Pflugerville	Weekdays 6 a.m. to 7 p.m., City Council Tuesdays until 9 p.m.	54	57.4%	14 minutes	811
South Menchaca	Weekdays 7 a.m. to 7 p.m.	46	89.6%	7 minutes	531
Walnut Creek	Weekdays 7 a.m. to 7 p.m., and Saturdays 10 a.m. to 6 p.m.	63	84.9%	8 minutes	4,646

90 = perfect score, scores over 60 staff considers well-performing, based on service standards

Future Pickup Considerations

- FY 2023 Budget includes:
 - Expansion offerings for current high performing zones
 - Resources for future zones including in coordination with MetroRapid PV and EXPO in late 2023
 - Adjustments for underperforming zones (including reductions and/or elimination)
- Currently, extremely limited options exist to expand due to available resources (drivers and vehicles) to support current on-demand services (MetroAccess and Pickup).
- Additional resources are coming:
 - 26 vehicles being purchased (August 2022 Board Action)
 - Continued hiring and training of staff (Bus + Demand Response)
 - Contractual adjustments to allow for competitive wages to market (August 2022 Board Action)

Shifting to a new planning framework

Building a foundation of data

- 2022/2023 On-Board Survey – first full stated preference customer survey to support this process with new travel patterns
- Service Standards and Guidelines – updating for consistency in design, operations and customer expectations.
- Coordination with CAMPO on Regional Travel Model update to better predict unmet transit demand
- Ridership continuing to be monitored (Fall typically indicative of demand)

Shifting to a new planning framework

What grounds our future planning:

- Current service is an important and vital component of the community that requires a re-evaluation as conditions have changed while maintaining connectivity
- Future service changes will make pandemic-related adjustments permanent and look to the future with Project Connect and expectations for the transit system our community expects today
- We must center equity in service planning to informing how current and future systems interact in the transit network

CapMetro

Thank you!

Board of Directors

Item #: AI-2022-540

Agenda Date: 9/26/2022

SUBJECT:

Approval of the Fiscal Year 2023 Operating and Capital Budget and Five-Year Capital Improvement Plan

FISCAL IMPACT:

Adoption of the proposed Fiscal Year (FY) 2023 budget will provide an appropriation of \$902,766,752 in FY2023 for operating and capital expenses that are supported by projected revenue and other funding sources.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The proposed FY2023 budget includes funding to maintain CapMetro’s current services while also adding new innovative mobility initiatives, customer service enhancements and building infrastructure needed to support the region’s current and future growth. The five-year capital improvement plan identifies projects that support achievement of CapMetro’s strategic goals, ensures regulatory compliance and maintains assets in a state of good repair.

BUSINESS CASE: CapMetro has prepared a structurally balanced budget that provides the funding needed to continue delivering high-quality and efficient transportation services.

COMMITTEE RECOMMENDATION: This item was presented for recommendation by the Finance, Audit and Administration Committee on September 14, 2022.

EXECUTIVE SUMMARY: The proposed FY2023 budget is structurally sound and balanced. Ongoing revenue is sufficient to fund operations and will also help provide funding for needed capital investments, including replacement of transit assets nearing the end or at the end of life cycles.

The FY2023 budget has been drafted with the intent to regain stability in our operations and service levels, and to lay a solid foundation for the services that emerge from the Project Connect program. The budget enables CapMetro to continue projects outlined in the 5-year capital improvements plan, to be prepared for the eventual return to full-capacity service on bus, rail and paratransit, and to provide services that support our region's growing population.

CapMetro proposes to spend \$387.5 million for operating expenses, \$10.3 million for commitments under interlocal agreements with local government entities for mobility programs and \$30.0 million to contribute to the Austin Transit Partnership for the Project Connect System Plan in FY2023.

Capital Metro prepared a five-year Capital Improvement Plan (CIP) for capital projects that support its strategic goals. The CIP is updated annually and addresses replacement or "state of good repair", regulatory compliance and expansionary requirements for public transportation service in Central Texas. Capital Metro plans to invest \$475.0 million in capital projects during FY2023.

Significant projects and acquisitions in the proposed FY2023 Budget, including "state of good repair", regulatory compliance and new investments, are highlighted as follows:

- Continuing replacement of vehicles with battery electric powered buses on the streets of Central Texas, helping us achieve our goal to create sustainable and equitable options for the entire community.
- Construction work will continue on the two new MetroRapid lines serving East Austin, Expo Center and Pleasant Valley, preparing for their initial service in FY2023.
- Roll out new fare programs that bring savings to more of our customers and prepare the agency and our community for the transformative Project Connect program that is coming our way.
- In addition to the highlights above, we will continue to add to the Facility Master Plan Reserve Fund to address one of the largest needs of the agency, build a demand response facility to better meet our needs and the needs of the community, roll out new customer technology systems, establish improved workforce development programs to increase our support for our staff and their careers, and much more.

The proposed budget reflects the prudent use of projected revenue to provide funding for capital investments needed to maintain Capital Metro's transit assets in a state of good repair or to support enhanced services. The proposed, structurally balanced FY2023 budget totals \$902.8 million and is comprised of the following

funding and expense categories:

Budget Summary	
Funding	FY2023
Sales Tax	\$371,011,156
Passenger Revenue	17,636,362
Freight Railroad Revenue	6,831,803
Miscellaneous Revenue	7,138,744
Operating Contributions and Grants	132,926,925
Capital Grants - Federal	81,999,520
Capital Grants - State	5,463,163
Other Capital Contributions	158,910,779
Fund Balance	120,848,300
Total Funding	\$902,766,752
Expenses	FY2023
Operating Expenses	\$387,471,366
Capital Project Expense	475,007,666
Austin Transit Partnership Contribution	30,000,000
Interlocal Agreements	10,287,720
Total Expenses	\$902,766,752

The proposed budget reflects fund balance projections of \$317.9 million by the end of FY2023 as outlined in the table that follows. Of this amount, Capital Metro is estimating to set aside \$64.6 million in reserves for two months of operating expenses, which meets the level set forth by the Texas Legislature, \$32.3 million for the budget stabilization reserve, \$60.0 million for the Facility Master Plan Reserve Fund as CapMetro addresses one of the largest needs of the agency, \$10.0 million for the Sustainability Capital Fund, \$10.0 million for the Small Cities Transit Supportive Infrastructure Fund, \$5.1 million for city of Austin mobility programs, \$1.4 million for a self-insurance reserve, \$800 thousand set aside for the Green Line Phase 2 Manor Capital Reserve and \$133.8 million for future funding of the 5-year capital improvement plan as we look forward to future needs in the region.

FY2023 Estimated Ending Fund Balance:

Projected Beginning Balance	\$438,721,107
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FY2023 Projected Activity:

+ Revenue	781,918,452
- Operating Expenses	387,471,366
- Interlocal Agreements	10,287,720
- Contribution to Austin Transit Partnership	30,000,000
- Capital Projects	475,007,666
= Projected Ending Balance	\$317,872,807

Breakdown of Ending Balance:

Statutory Operating Reserve Requirement	64,578,561
Budget Stabilization Reserve	32,289,281
Facility Master Plan Reserve Fund	60,000,000
Sustainability Capital Fund	10,000,000
Small Cities Transit Supportive Infrastructure Fund	10,000,000
City of Austin Mobility Programs	5,060,961
Self-Insurance Reserve	1,380,330
Green Line Phase 2 Manor Capital Reserve	800,000
Funding for 5-Year Capital Improvement Plan	133,763,674
= Projected Ending Balance	\$317,872,807

Senate Bill 650 requires Capital Metro to prepare a five-year capital improvement plan, which is included in Appendix A of the budget document. This section provides additional information about each project category, including project descriptions, funding sources, project benefits and strategic objectives. The plan is updated annually and addresses replacement and expansion requirements for the delivery of public transportation services. The proposed FY2023 capital budget and capital improvement plan are outlined in the table that follows, summarized by project type and followed by projected funding sources.

Capital Project Type	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Bus and Paratransit	\$ 69,281,546	71,798,000	8,516,000	89,048,000	43,282,000	281,925,546
Commuter Rail	24,227,001	3,700,000	3,450,000	4,100,000	5,200,000	40,677,001
Facilities	148,006,214	133,238,461	114,056,173	106,308,219	110,692,565	612,301,623
Freight Railroad	3,287,329	45,000	45,000	45,000	45,000	3,467,329
Information Technology	22,225,947	13,789,131	13,047,680	12,478,780	7,494,383	69,035,921
Other	9,372,000	4,353,633	4,405,000	3,000,000	3,349,835	24,480,508
Project Connect	181,340,000	90,464,083	23,180,417	12,982,500	10,000,000	317,967,000
Property and Asset Mgmt	17,267,684	853,950	1,107,200	976,000	1,315,581	21,520,415
Total Capital Projects	475,007,666	318,242,258	167,807,470	228,938,499	181,379,365	1,371,371,375
Funding Sources						
Grants/Contributions	242,473,462	157,580,941	97,058,275	106,510,358	57,377,858	661,000,894
Local Funding	232,534,204	160,661,317	70,749,195	122,428,141	124,001,507	710,374,464
Total Funding Sources	\$ 475,007,666	318,242,258	167,807,470	228,938,499	181,379,365	1,371,371,375

Over recent months, Capital Metro provided information regarding the budget process and the proposed FY2023 budget in a variety of formats for the public and sought feedback using online engagement tools, as well as methods like public open houses and virtual webinars. These outreach efforts included the following:

Presentations to Board of Directors and its Committees

May 23, 2022, Board of Directors

June 13, 2022, Finance, Audit and Administration Committee

June 13, 2022, Operations, Planning and Safety Committee

July 13, 2022, Finance, Audit and Administration Committee

July 25, 2022, Board of Directors

August 15, 2022, Finance, Audit and Administration Committee

August 15, 2022, Operations, Planning and Safety Committee

September 14, 2022, Finance, Audit and Administration Committee

September 26, 2022, Board of Directors

Board and Committee Meetings on Microsoft Teams virtual meetings and available to the public and at Rosa Parks Board Room, 2910 East 5th Street, Austin, TX 78702
Served by routes 4, 300

Presentations to Access Advisory Committee

June 1, 2022, 5:30 - 7:00 PM

August 3, 2022, 5:30 - 7:00 PM

Microsoft Teams virtual meetings and available to the public.

Presentations to Customer Satisfaction Advisory Committee

June 8, 2022, 6:00 - 7:30 PM

August 10, 2022, 6:00 - 7:30 PM

Microsoft Teams virtual meetings and available to the public.

Proposed FY2023 Budget Document Available and Posted Online

August 24, 2022

Public Open Houses

Information made available to the public regarding the proposed FY2023 budget and five-year capital improvement plan.

August 22, 2022, 7:00 AM - 8:30 AM

Lakeline Station Park & Ride

Served by routes 214, 383, 985, MetroRail

August 23, 2022, 7:00 AM - 8:30 AM (Cancelled due to inclement weather)

Westgate Transit Center

Served by routes 30, 300, 311, 315, 318, 803

August 24, 2022, 12:00 PM - 1:30 PM

Norwood Walmart

Served by routes 10, 323, 325, 339, 485, 492

August 25, 2022, 12:00 PM - 1:30 PM

Republic Square Park

Served by downtown routes

Online Webinar

Information made available to the public regarding the proposed FY2023 budget and five-year capital improvement plan.

YouTube virtual webinar available to the public, Spanish-translated, recorded and posted on YouTube, Facebook and Twitter.

Public Hearing on Proposed FY2023 Budget

September 14, 2022, 12:00 PM

Rosa Parks Board Room, 2910 East 5th Street, Austin, TX 78702

Served by routes 4, 300

Board of Directors Considers Adoption of Budget Proposal

September 26, 2022, 12:00 PM

Rosa Parks Board Room, 2910 East 5th Street, Austin, TX 78702

Served by routes 4, 300

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-540

WHEREAS, pursuant to Section 451.102 of Chapter 451 of the Texas Transportation Code, the budget for Fiscal Year 2023 was made available to the public on August 24, 2022, and a budget public hearing was held on September 14, 2022; and

WHEREAS, pursuant to Section 451.132(c), the Board of Directors has reevaluated the five-year capital improvement plan.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Fiscal Year 2023 budget in the amount of \$902,766,752 is adopted.

BE IT FURTHER RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the five-year Capital Improvement Plan for capital projects is amended.

BE IT FURTHER RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors hereby requires the President & CEO to report at least quarterly on the operating expenses and capital project expenses of each major department in a financial report.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-572

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute contracts for General Planning and Consulting Services with (1) AECOM Technical Services, Inc. (2) Cambridge Systematics, Inc. (3) Halff Associates, Inc. (4) HNTB Corporation (5) Nelson\Nygaard Consulting Associates, and (6) WSP USA, Inc., for one (1), one-year base period and seven (7), 12-month option periods, for a total contract period of up to eight (8) years at an estimated total not-to-exceed cumulative amount of \$100,000,000.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating and Capital Budgets.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Customer 2. Community
 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT:

General Planning Consultants (GPC) are expected to be strategic partners with the agency and an extension of staff as appropriate. The GPC must be capable of assisting the agency with 'big picture' planning, including identifying current strengths and weaknesses, understanding the market and community we serve and helping to develop a coordinated, comprehensive and achievable plan that moves the agency towards becoming an industry-leading mobility provider and manager.

General Planning Consulting services are required to provide planning, data analyses and design services for Capital Metro's existing and new transit services as well as supporting facilities and infrastructure. These services ensure the delivery of quality and reliable service for our customers.

BUSINESS CASE:

General Planning Consultants would provide services in support of transit and environmental planning studies for transit plan updates; corridors studies; alternative analyses in compliance with the Federal Transit Administration (FTA) and National Environmental Policy Act (NEPA) regulations; environmental impact statements (EISs); environmental assessments (EAs); categorical exclusions (CEs); order of magnitude cost estimates; conceptual and preliminary engineering; market analyses and ridership projections; and cost benefit analyses consistent with FTA Capital Investment Grant requirements. The corridors and projects may lie inside or outside Capital Metropolitan Transportation Authority's service area. The Consultant may support Capital Metro with grant application development including cost benefit analysis and other requirements. Consultant may assist with emerging technologies including micro transit planning evaluation and integration with agency's services, mobility management/ transportation demand management, electric fleet evaluation and integration, and autonomous vehicle evaluation. Additionally, consultant may provide services for preliminary engineering and environmental analysis of projects under development including FTA new starts and other programs, economic development planning, transit-oriented development (TOD) including the planning and coordination with city partners, design and implementation, agency development reviews, capital improvement program planning, and transit facilities and amenities including design support. Consultants may be asked to perform other services as identified.

General Planning Consultants will be used to support the improvement of existing services/facilities as well as the study and development of future services/facilities. These services/facilities are designed to meet the needs of the agency's current and future customers. Funding for this contract is included in the FY 2023 budget and in the Long-Range financial plan.

COMMITTEE RECOMMENDATION:

This agenda item will be presented to the full board on September 26, 2022.

EXECUTIVE SUMMARY:

Capital Metro requires professional general planning services to evaluate, design and develop services and supporting infrastructure improvements. Through these general planning services contracts, Capital Metro will secure the services of architects, engineers, data/financial analysts, planners and other professionals to complete projects during the seven-year contract term. Funding for these services is included in the approved budget.

DBE/SBE PARTICIPATION:

The DBE goal is 15%. The prime contractors will meet or exceed the goal utilizing the following DBE subcontractors:

<u>1. AECOM Technical Services Inc.</u>	<u>DBE RESPONSIVE 15%</u>	
-Adisa Communications	<u>Black/Female</u>	3%
-CAS Consulting & Services Inc.	<u>Asian/Male</u>	2%
-Foursquare Integrated Trans. Planning Inc. (Foursquare ITP)	<u>Caucasian/Female</u>	5%

-McGray & McGray Land Surveyors, Inc.	<u>Caucasian Female</u>	2%
-Movitas Mobility	<u>Caucasian/ Female</u>	3%
<u>2. Cambridge Systematics, Inc.</u>		
-Transportation Management & Design, Inc.	<u>Caucasian/Female</u>	10%
-Concept Development & Planning, LLC	<u>Caucasian/Female</u>	10%
-Able City, LLC	<u>Hispanic /Female</u>	5%
-Adams Environmental Inc.	<u>Caucasian/Female</u>	5%
-Insight Transportation Consulting, Inc.	<u>Asian/ Female</u>	2.5%
<u>3. Halff Associates, Inc.</u>		
-Beyond Engineering and Technical Testing LLC	<u>Asian/Male</u>	3%
-CJ Hensch & Associates, Inc.	<u>Caucasian/Female</u>	2%
-Dallas Aerial Surveys, Inc.	<u>Caucasian/Female</u>	1%
-DAVCAR, Inc. dba: DAVCAR Engineering Services	<u>Hispanic/Male</u>	4%
-Foursquare Integrated Trans. Planning Inc. (Foursquare ITP)	<u>Caucasian/Female</u>	18%
-Transcend Engineers & Planners, LLC	<u>Asian/Female</u>	4%
<u>4. HNTB Corporation</u>		
-ADS System Safety Consulting, LLC.	<u>Black/Female</u>	2%
-CivTech	<u>Hispanic/Female</u>	1.5%
-CodeRed Business Solutions, Inc.	<u>Black/Male</u>	1%
-Concept Development & Planning, LLC	<u>Caucasian/Female</u>	2%
-Cross-Spectrum Acoustics, Inc.	<u>Black/Male</u>	1%
-Foursquare ITP	<u>Caucasian/Female</u>	1%

-Movitas Mobility	<u>Caucasian/ Female</u>	1%
-MWM Design Group	<u>Caucasian/Female</u>	1.5%
-NWC Partners, Inc.	<u>Caucasian/Female</u>	1%
-Sunland Group, Inc. DBE Certification confirmed	<u>Caucasian/Female</u>	1%
-Virginkar and Associates DBE Certification confirmed	<u>Asian/Male</u>	2%
<u>5. Nelson/Nygaard Consulting Associates, Inc.</u>		
-Asakura Robinson Company LLC	<u>Asian Pacific/Male</u>	10%
-Cross-Spectrum Acoustics, Inc.	<u>Black/Male</u>	2%
-Cultural Strategies	<u>Hispanic/Male</u>	5%
-Movitas Mobility	<u>Caucasian/ Female</u>	1%
<u>6. WSP USA Inc.</u>		
-Adisa Communications	<u>Black/Female</u>	3%
-Ama Terra Environmental, Inc.	<u>Caucasian/Female</u>	2%
-Asakura Robinson Company LLC	<u>Asian Pacific/Male</u>	3%
-Cross-Spectrum Acoustics, Inc.	<u>Black/Male</u>	2%
-KAI/ALLIANCE, L.C. dba KAI Design	<u>Black/Male</u>	2%
-K. Friese & Associates	<u>Caucasian/Female</u>	3%
-MWM Design Group	<u>Caucasian/Female</u>	2%

PROCUREMENT:

On May 10, 2022, a request for Statements of Qualifications was issued and formally advertised. By the closing date of June 10, 2022, eight (8) submittals were received. Submittals were rated based on the following factors:

- (1) The offeror's demonstrated, relevant work experience and capabilities of the firm as a whole and of the proposed project personnel on projects of a similar size, scope, complexity, and nature.

- (2) The qualifications of the Project Team members.
- (3) The offeror's demonstrated understanding of the project undertaking, the proposed plan for the performance of the work and the technical approach proposed by the offeror.
- (4) Methodology and quality of the work plan proposed to meet project objectives.
- (5) The offeror's demonstrated technical background, past performance, and experience on projects of similar size, scope, complexity, and nature' and capabilities of the proposed project personnel.

The solicitation anticipated multiple contract awards. The submittals from six (6) out of eight (8) offerors were rated acceptable, all factors considered. CapMetro negotiated and finalized pricing based on cost and market evaluation of the hourly rates, overhead and profit for similar services. The contracts are fixed price indefinite delivery, indefinite quantity, task order contracts. The term of each contract is one (1) base year from the contract award date, with seven (7) option periods of 12-months each. Total estimated amount of all eight (8) years for the six (6) contracts is estimated at \$100,000,000, cumulative.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development Department

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-572

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management continue to pursue the improvement of existing and new transportation facilities; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to secure general planning services required to support the planning, design and development of transit services and supporting infrastructure improvements.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute contracts for General Planning Consulting Services with (1) AECOM Technical Services, Inc. (2) Cambridge Systematics, Inc. (3) Halff Associates, Inc. (4) HNTB Corporation (5) Nelson\Nygaard Consulting Associates, and (6) WSP USA, Inc., for one (1), one-year base period and seven (7), twelve-month option periods, for a total contract period of up to eight (8) years at an estimated total not-to-exceed cumulative amount of \$100,000,000.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-544

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Jay-Reese Contractors, Incorporated for the construction of the McKalla Station Double Track and Drainage Improvements Project for a total not to exceed amount of \$29,388,374 which includes a 20% contingency.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer 2. Community
- 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: The McKalla rail station will serve as a key transit option for the greater community and stadium visitors and serve as an expanded daily service for the Metro Rail Red Line. This station will ultimately replace Kramer Station when completed. Currently, there is a single main track between the Kramer Station and US Hwy 183. There is a need for a double track between Kramer and West Serta Control Point to serve the eastside and westside platforms and to establish a meet point for passing trains in order to support plans for improved service frequency and reliability.

BUSINESS CASE: The project is an essential part of addressing the transportation and mobility needs of the Austin community, thereby increasing people’s access to jobs, services, and entertainment in a reliable, safe, and convenient manner. The station is anticipated to provide access from other transportation modes, such as

travel by foot, bicycle, active transit modes, other public transit, or car. Large residential areas exist to the east of the proposed station, and major commercial, retail, and university areas are in the vicinity. The funding for this project is included in the FY 2023 capital budget and the five-year capital improvement plan.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: The McKalla Station Double Track and Drainage Improvement Project is essential to the construction of the McKalla Station Project. Along with a Design Build of the McKalla Station itself and advanced culvert construction, double tracking and drainage improvements will create fully functioning trackwork, a drainage system and amenities in accordance with the requirements, guidelines, and all other provisions of this contract. The trackwork, drainage and station area construction shall be compatible and of comparable level of quality, durability, aesthetics as the existing MetroRail track and stations.

Trackwork & Drainage (McKalla/MLS Rail Station) will include:

- Drainage improvements including stormwater drainage with box culverts, lateral pipes and inlets, and open drainage channels within rail ROW
- New second main line track and some realignment of the existing main track; from north of Braker Lane to the existing Capital Metro North Operations Yard (NOPS)
- Modifications to four existing at-grade roadway crossings; Kramer, Braker, Rutland and Rundberg
- All necessary wayside signalization and positive train control (PTC) modification and integration, including communications fiber (vital and non-vital ring)

DBE/SBE PARTICIPATION: The DBE goal is 17%. Jay-Reese Contractors Inc.'s DBE responsiveness is short by 1.07%. However, Jay-Reese Contractors has displayed a Good Faith effort to increase DBE responsiveness.

DBE	SERVICE/PRODUCT	RACE/GENDER	%
Accurate Pavement Striping, LLC	Supply and Install Pavement Striping	Hispanic female	.18
Aggregate Logistics, Inc.	Supply Aggregates	Caucasian female	1.94
Alpha Ready Mix	Supply Concrete Ready Mix	Hispanic female	.82
GK Construction, LLC	Install Reinforcing Steel	Caucasian female	.10
J Arbor Contracting LLC	Supply and Install New Fence, Remove and Relocate Existing Fences	Hispanic female	.31
JAG Trucking Inc.	Hauling and Trucking Services	Hispanic female	1.43
Woolery Custom Fence	Supply and Install New Fence	Caucasian female	1.71
KLP Commercial LLC	Supply Precast Boxes	Native American female	9.44

PROCUREMENT: On June 22, 2022, a Request for Proposal was issued and formally advertised. By the closing

date of August 19, 2022, three proposals were received. The proposals were rated based on the following evaluation factors:

- 1.) The offeror's demonstrated, relevant work experience and capabilities of the firm and of the proposed project personnel on projects of a similar size and complexity. (30%)
- 2.) Experience in design of Signal systems and PTC modifications and installation & testing. (25%)
- 3.) Demonstrated understanding of the requirements in the Technical Specifications, Plans, and the Scope of Work as described in Exhibit F. (25%)
- 4.) Offeror's Demonstration of financial capability is appropriate to the size and scope of the project. (20%).

The proposal from Jay-Reese Contractors was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price contract. The period of performance is for fourteen (14) Months from Notice to Proceed (NTP) for a total estimated contract price of \$24,490,311.00.

RESPONSIBLE DEPARTMENT: Facilities Maintenance & Capital Construction

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-544

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide the best customer service experience and to better serve Central Texas residents; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need for a double track for the MetroRail Red Line between north of Braker Lane and West Serta Control Point (Cap Metro North Operations Facility).

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with Jay-Reese Contractors, Incorporated for the construction of the McKalla Station Double Track and Drainage Improvement Project for a total not to exceed amount of \$29,388,374 which includes a 20% contingency.

Date: _____

**Secretary of the Board
Leslie Pool**

CapMetro

Project Connect McKalla Rail Station

September 26, 2022

McKalla MetroRail Station

Double Track & Drainage Improvements (Project 1): (September 2022 Board)

- Double tracking (1.25 Miles)
- Drainage improvements from Braker to NOPS
- Train signals & control systems
- Modifications to Rundberg, Rutland, Braker crossings for Quiet Zone.
- Shared Use Path for Bikes & Pedestrians

Advance Culvert Construction (Project 1A): Contract awarded in May 2022

- Bridge Replacement - 4 Barrell RCB
- North-South Drainage Culverts - 1400 LF (PCBC) with Junction Boxes

McKalla Station Area Design-Build (Project 2): Contract awarded in March 2022

- New passenger rail station platforms
- Customer amenities and connectivity
- Site specific canopy designs
- Crowd control, utility relocation & improvements, safety provisions

Land Acquisition (pending)

- East side of rail right-of-way (Sundby Property) Approx. 1000' X 35'
Scheduled completion by Late 2023



McKalla MetroRail Station - Progress



Main Culvert Install



McKalla MetroRail Station - Progress



McKalla MetroRail Station

Rendering of Future Station



Board of Directors

Item #: AI-2022-493

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Tournesol Siteworks for the fabrication and delivery of trash receptacles and recycling containers for a one (1) year base order and four (4) year option order for \$4,159,398, plus \$1,039,850, representing a 25% contingency for a total amount not to exceed \$5,199,248.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Capital Budget and the five-year capital improvement plan.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer 2. Community
- 3. Workforce 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service 1.2 High Quality Customer Experience 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff 3.2 Employer of Choice 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent 4.2 Culture of Safety 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This contract represents the next phase of replacing trash receptacles that have surpassed their useful life at approximately 1,600 bus stops and installing up to 100 recycling containers at existing transit centers. The replacement of these trash receptacles provides for a clean, healthier, comfortable, and aesthetically pleasing transit bus stop. The addition of recycling containers at transit centers helps achieve the agency’s sustainability goals.

BUSINESS CASE: CapMetro is currently updating existing bus stop amenities. This trash receptacle and recycling container contract will continue the effort to replace existing outdated green trash receptacles and beginning the process of installing recycling containers at transit centers. The funding for this action is available in the FY2023 capital budget and the five-year capital improvement plan.

COMMITTEE RECOMMENDATION: This item was presented at the Operations, Planning and Safety Committee

on September 14, 2022, and was recommended for approval.

EXECUTIVE SUMMARY: Capital Metro directly manages goods and service contracts to maintain consistent quality in the development of amenities for transit stops. The trash receptacle and recycling container contract will assist Capital Metro's goal to provide exceptional customer service and attractive transit stops by providing a place for people to dispose of their trash. The contract will also introduce recycling containers at our transit centers.

DBE/SBE PARTICIPATION: The selected vendor is a self-performing 100% SBE.

PROCUREMENT: On March 29, 2022, an Invitation for Bids was issued and formally advertised for the four (4) bus stop amenities-Shelters, Benches, Litter (Trash) Receptacles, and Solar Lighting. By the closing date of June 03, 2022, three (3) bids were received. One bid was received from Tolar Manufacturing Company, Incorporated for the Shelters, one bid was received from Tournesol Siteworks for the Litter (Trash) Receptacles, and two bids were received for the Solar Lighting (from Tolar Manufacturing Company and SELS USA, LLC). This award pertains to the Litter (Trash) Receptacles only. In accordance with the instructions in the solicitation, award will be made to the lowest responsive responsible bidder for each of the amenities. Based on the evaluations and cost analysis conducted, the proposal from Tournesol Siteworks in the total amount of \$4,159,398 is determined to be the responsive responsible bid/bidder for the Litter (Trash) Receptacles. The contract term is one (1) year from the Notice to Proceed with four (4) one-year option periods. This resolution also includes a 25% contingency.

RESPONSIBLE DEPARTMENT: Capital Construction and Facilities Management

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-493

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide bus stop amenities that create a positive ridership experience; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to award this trash receptacle and recycling container fabrication and delivery contract to the most responsive and responsible manufacturer to fulfill this goal.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority board of directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with Tournesol Siteworks for the fabrication and delivery of trash receptacles and recycling containers for a one (1) year base order and four (4) year option order for \$4,159,398, plus \$1,039,850, representing a 25% contingency for a total amount not to exceed \$5,199,248.

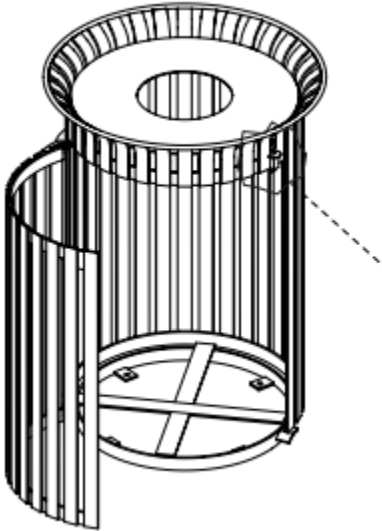
Date: _____

**Secretary of the Board
Leslie Pool**

Standard Trash Receptacles



Recycling Trash Receptacles



Board of Directors

Item #: AI-2022-568

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with International Solution Sources, Inc. (d/b/a InterSources, Inc.) for the provision of recruiting services for a base period of two (2) years with four (4) option periods for twelve (12) months each in an amount not to exceed \$5,144,683.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: This action will support the strategic objective of expanding a highly skilled workforce by providing experienced recruiting resources to supplement the People and Culture Department’s Talent Acquisition staff.

BUSINESS CASE: In the current competitive job market for talent, CapMetro is experiencing challenges with hiring staff to fill current position vacancies. In addition, the FY 2023 proposed budget includes further staff growth of approximately 40 positions. The proposed contract will serve as a supplement to our Talent Acquisition staff to identify and recruit staff to fill our hiring needs.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance,

Audit and Administration Committee on September 14, 2022.

EXECUTIVE SUMMARY: The scope of services for the proposed contract includes providing as-needed assistance to the CapMetro in identifying, assessing, and screening for employment of highly qualified candidates for regular placement in all levels of vacancies, with the exception of executive positions. Potential areas of expertise include but are not limited to information technology, financial, general professional, general administrative, and customer service. Services also include supplemental resources to meet the significant hiring goals for bus operations and maintenance employees to deliver reliable transit services.

DBE/SBE PARTICIPATION: The contractor will exceed the goal of 19%. International Solution Sources, Inc. (d/b/a InterSources, Inc.) is 100% SBE certified.

PROCUREMENT: On May 23, 2022, a Request for Proposals was issued and formally advertised. By the closing date of June 27, 2022, eight (8) proposals were received. The evaluation team used the following factors in the evaluation of proposals:

1. The offeror's demonstrated, relevant work experience and capabilities of the proposer as a whole and of the proposed project team on projects of a similar size, scope, complexity and nature.
2. Offeror's demonstrated access to candidate sourcing for executive and difficult to fill positions.
3. The offeror's experience with other governmental entities or transportation entities.
4. The methodology and quality of the work plan for the performance of the work by the offeror.
5. Offeror's knowledge of Capital Metro and ability to represent Capital Metro as an employer of choice to potential candidates.

The proposal from International Solution Sources, Inc. (d/b/a InterSources, Inc.) was determined to be the best value to the Authority, price and other factors considered. The contract is an indefinite quantity, indefinite delivery contract. The term of the Contract is for a base period of two (2) years with four (4) option periods for twelve (12) months each in an amount not to exceed \$5,144,683.

RESPONSIBLE DEPARTMENT: People and Culture

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-568

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors recognizes the need for recruiting services to meet the current and future talent acquisition needs of the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority board of directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with International Solution Sources, Inc. (d/b/a InterSources, Inc.) for recruiting services for a base period of two (2) years with four (4) option periods for twelve (12) months each in an amount not to exceed \$5,144,683.

Date: _____

**Secretary of the Board
Leslie Pool**

Board of Directors

Item #: AI-2022-565

Agenda Date: 9/26/2022

SUBJECT:

Approval of a resolution authorizing the Interim President & CEO, or their designee, to finalize and execute a contract with Center for Transportation and the Environment (CTE) for technical assistance in support of electric bus implementation at Capital Metro and the FTA No and Low Emission Bus Grant awarded to Capital Metro in 2020 and 2021 for a term ending June 30, 2023 in an amount not to exceed \$209,000.

FISCAL IMPACT:

This action is supported by the FTA Low and No Emission Grant Award FY 2020 and 2021

STRATEGIC PLAN:

Strategic Goal Alignment:

- 1. Customer
- 2. Community
- 3. Workforce
- 4. Organizational Effectiveness

Strategic Objectives:

- 1.1 Safe & Reliable Service
- 1.2 High Quality Customer Experience
- 1.3 Accessible System
- 2.1 Support Sustainable Regional Growth
- 2.2 Become a Carbon Neutral Agency
- 2.3 Responsive to Community and Customer Needs
- 2.4 Regional Leader in Transit Planning
- 3.1 Diversity of Staff
- 3.2 Employer of Choice
- 3.3 Expand Highly Skilled Workforce
- 4.1 Fiscally Responsible and Transparent
- 4.2 Culture of Safety
- 4.3 State of Good Repair

EXPLANATION OF STRATEGIC ALIGNMENT: Capital Metro is committed to an “electric first” policy as the first choice for vehicles that meet quality and service standards when funds are available. Electric vehicles have the potential for improved environmental benefits, reduced fueling and operating costs, improved customer experience, and increased reliability. Emissions reductions, carbon reductions/climate benefits, and fuel use reduction are goals embedded in the APTA Sustainability Commitment that Capital Metro has made.

BUSINESS CASE: Capital Metro requires external expertise to assist with development of plans and strategies related to our “electric first” vehicle policy. CTE can provide this experience and partnered with Capital Metro to apply for the Grant.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 14, 2022.

EXECUTIVE SUMMARY: Capital Metro is committed to an “electric-first” vehicle policy and a preference for low and zero-emission vehicles that meet service, quality, and financial requirements. CTE is a national leader in zero emission bus implementation, and was included in, and assisted Capital Metro with, the successful Low and No Emission Bus Grant applications. This contract will formalize the agreement with CTE and bring them on board for technical assistance as outlined in the scope of work.

CTE will help to answer questions such as:

What is the actual range of the buses?

Are technologies from various manufacturers inter-operable?

What is the optimum charging infrastructure configuration to maximize daily range?

The Contract term will begin immediately and continue through June 30, 2023; and will not exceed \$209,000.

DBE/SBE PARTICIPATION: No DBE goal is assigned to this project due to limited subcontracting opportunity. However, we are working with the prime contractor on the commitment to utilizing DBEs for engineering and environmental assessments and analyses.

PROCUREMENT: CTE partnered with CapMetro to apply for the grant that will fund this contract. An Agreement with CTE is a condition of the grant. In accordance with FTA’s guidelines, naming CTE as a partner in the grant application meets the competitive requirements. The proposal from CTE was received August 24, 2022. The proposal was reviewed in all aspects of pricing and technical approach. The proposal was determined to be the best value to the Authority, price and other factors considered. The contract will be a fixed-price type contract for nine (9) month term.

RESPONSIBLE DEPARTMENT: Enterprise Project Management

**RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS**

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-565

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to reduce its environmental impact and implement best sustainable practices; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize that reduced emissions and clean technologies such as electric buses are critical to meeting the region's clean air and climate goals.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Interim President & CEO, or their designee, is authorized to finalize and execute a contract with Center for Transportation and the Environment for technical assistance in support of electric bus implementation at Capital Metro and the FTA No and Low Emission Bus Grant awarded to Capital Metro in 2020 and 2021 in an amount not to exceed \$209,000.

Date: _____

**Secretary of the Board
Leslie Pool**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-569

Agenda Date: 9/26/2022

DBE Availability Study and SBE Disparity Study

Capital Metropolitan Transportation Authority Disparity and Availability Studies 2022

Colette Holt & Associates

CapMetro's Contracting Equity Programs

- **Small Business Enterprise (“SBE”) Program**
 - Applies to locally funded contracts
 - Governed by Cap Metro policies
 - Federal courts require a disparity study to establish discrimination in agency’s market area
- **Disadvantaged Business Enterprise (“DBE”) Program**
 - Applies to contracts funded by the Federal Transit Administration
 - Governed by federal regulations at 49 C.F.R. Part 26
 - No need for full disparity study
 - Submit triennial DBE goal for FTA approval

SBE Disparity Study Objectives

- Provide a legal defense for a possible new race- and gender-conscious program program
- Meet constitutional requirements
- Provide policy and program recommendations
- Educate policy makers and stakeholders about the legal and economic issues to build consensus

SBE Disparity Study Findings: Utilization

- Study analyzed FY 2017-2021 locally funded contracts \$50,000 or greater
 - Final Contract Data File
 - 138 prime contracts
 - 56 subcontracts
 - \$75,525,058 net dollar value
 - Excludes bus purchases
- Geographic market
 - Travis, Williamson and Hays Counties captured 70.1% of contiguous county spending
- Product market
 - 68 NAICS codes in Final Contract Data File

SBE Disparity Study Findings: Utilization

- CapMetro's utilization of D/M/WBEs
 - D/M/WBEs: 47.6%*
 - Blacks: 6.8%
 - Hispanics: 14.6%
 - Asians: 13.0%
 - Native Americans: 0.0%
 - White women: 13.1%
 - Non-D/M/WBEs: 52.4%

*Includes large janitorial contract to a Black-owned firm

SBE Disparity Study Findings: Availability

- Weighted availability in CapMetro's marketplace
 - D/M/WBEs: 15.5 %
 - Blacks: 1.6%
 - Hispanics: 5.4%
 - Asians: 2.1%
 - Native Americans: 0.2%
 - White women: 6.2%
 - Non-D/M/WBEs: 84.5%

SBE Disparity Study Findings: Disparity Ratios

- Disparity ratio = D/M/WBE utilization ÷ availability
 - D/M/WBEs*: 307.1%*** (47.6% ÷ 15.6%)
 - Blacks: 421.6% (6.8% ÷ 1.6%)
 - Hispanics: 270.8%*** (14.6% ÷ 5.4%)
 - Asians: 631.4% (13.0% ÷ 2.1%)
 - Native Americans: 0.0%‡ (0.0% ÷ 0.2%)
 - White Women: 210.1%*** (13.0% ÷ 6.2%)
 - Non-D/M/WBEs: 62.0%*** (52.4% ÷ 8.4%)

‡ Indicates substantive significance

*** Indicates statistical significance at the 0.001 level

* Results have been rounded for readability

SBE Disparity Study Findings: Economy-Wide Analysis

- Useful to evaluate the effectiveness of race-neutral measures
- American Community Survey
 - Minorities and White women earned less from their businesses and formed fewer businesses than White males
- Annual Business Survey
 - Very large disparities in firm sales receipts between M/WBE and non-M/WBE firms
- Credit discrimination barriers remain high
- Human capital constraints continue to impede success

SBE Disparity Study Findings: Anecdotal Findings

- Interviewed 65 individuals
 - M/WBEs suffer from biased perceptions and negative stereotypes about competency and capabilities
 - Women faced deep seated negative assumptions about their competency
 - Many M/WBE entrepreneurs found it difficult to access the information and networks needed for success
 - Most M/WBEs believed that contract goals remain necessary to ensure opportunities on projects
 - A common complaint was that large vendors make only cursory or *pro forma* efforts for inclusion
 - Some M/WBEs used the relationships created by M/WBE programs to develop other work
- Included Texas disparity studies anecdotal data

SBE Disparity Study Recommendations

- Enhance race- and gender-neutral measures
 - Conduct targeted outreach and training
 - Enhance contract data collection
 - Increase contract performance monitoring
 - Use the Study to set the overall, annual aspirational SBE Goal
 - Update certification criteria
 - Adopt a Mentor-Protégé Program
- Develop performance measures for program success
- Conduct regular program reviews

FTA Availability Study Objectives

- Develop data to set CapMetro's triennial DBE goal for FTA assisted contracts covering FFYs 2023-2025
- Develop detailed availability estimates to serve as the baseline estimate for DBE contract goals
- Solicit public comments from business owners, stakeholders and CapMetro staff for potential DBE program enhancements
- Provide a legal defense for the FTA DBE program if the program is challenged

FTA Availability Study

DBE Goal Setting Process

- Develop an overall goal that reflects the level of participation CapMetro would expect absent discrimination in the relevant market area
- Follow the two-step goal-setting process in accordance with 49 C.F.R. §26.45
 - Develop a “step 1” baseline estimate of DBE availability in CapMetro’s market area
 - Review this result to account for the effects of the Program and other factors
 - Estimate the amount of DBE participation to be achieved through race-neutral measures

FTA Availability Study

Step One: Base Figure Calculation

- Study analyzed FY 2016-2021 FTA contracts \$50,000 or greater
 - Final Contract Data File
 - 30 prime contracts totaling \$306,277,887
 - 118 subcontracts totaling \$65,643,802
- Geographic market
 - Travis, Hays and Williamson Counties captured 92.8% of Texas dollars
- Product market
 - 32 NAICS codes

FTA Availability Study

Step Two: Base Figure Adjustment

- Adjustment calculation:
 - Step One base figure: 27.5%
 - Median past yearly DBE participation as reported to FTA: 17%
 - Average = 22.5%
- Proposed FTA overall triennial DBE goal is 22.5% for FFYs 2023-2025

FTA Availability Study

Public Participation

- As required by 49 C.F.R. §26.45(f), CapMetro solicited public review and comment of the proposed goal
 - Conducted two virtual public consultation meetings on July 11 and July 13, 2022
 - Invitations were sent to 5,950 relevant organizations and businesses
 - 26 people participated
- No material comments were received that would result in additional adjustments to the goal

FTA Availability Study

Final Goal Submission

- CapMetro submitted the proposed goal and documentation to the FTA before August 1, 2022
- FTA approval is pending
- New goal becomes effective October 1, 2022



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Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-580

Agenda Date: 9/26/2022

President & CEO Search Process and Job Profile



2022 President & CEO Search

Board of Directors Meeting
September 26, 2022

Projected Search Timeline

- Post position and begin candidate Search: October 2022
- Complete candidate search: Early December 2022
- Board interviews: January 2023
- Projected Start Date: March 2023

Position Overview

- Work closely with the board and stakeholders to be integral to the community, providing connectivity, creating economic activity, and ensuring equitable access to opportunity and services.
- Serve as engaging, capable, energetic and supportive manager to CapMetro's staff while also securing key external relationships to develop, build and obtain diverse public and stakeholder support so transit is well positioned to address the fast pace of growth in the region
- Ability and presence to engage the community at all levels
- Work closely with the disability community to implement solutions that meet their unique mobility needs, including commitment to 100% accessible public transit services
- Leads with a safety-first mindset, recognizing customer, employee and community safety as a core value and supportive of a modern approach to public safety that includes transit ambassadors, social workers and transit-focused police officers

Experience Required

- Ten years executive management experience with a major transit agency or other public or private entity of comparable nature, complexity and size to CapMetro
- Bachelor's degree in transportation, transportation management, engineering, business management, public administration or equivalent
- Equivalent combination of required experience and education consistent with qualifications will be considered
- Prefer experience leading at an executive level at a public transit agency
- Prefer experience planning, constructing, and operating light rail, commuter, bus rapid transit, demand response services that are safe, reliable and efficient

Examples of Key Attributes

- General Management: Visionary who is forward thinking and willing to take calculated risks without preconceived opinions
- Finance and Accountability: Experienced ensuring effective cost-control measures and key performance metrics are in place at all levels
- Customer Focus:
 - Keen understanding that many of CapMetro's customers rely on the Agency to provide excellent, reliable, accessible and affordable service because it is their only means of transportation
 - Understanding of displacement risks for individuals and businesses due to transit expansion plans and a commitment to mitigating displacement.

Examples of Key Attributes

- Internal Relations:
 - Proactive leader who encourages, mentors and motivates employees and teams to think critically, strategically and creatively while developing solution to problems
 - Recognizes value of front-line employees and has demonstrated history of positive working relationships with labor representatives
- External Relations: Able to establish, build and maintain strong, positive working relationships and forge partnerships with Austin Transit Partnership, City of Austin, the Federal Transit Administration and other stakeholders to deliver Project Connect
- Board Interaction: Develop a strong working relationship with eight-member board including effective two-way communication and transparency on all issues.

Examples of Personal Attributes

- Highly professional, mature, honest, fair, trusting and personable with high energy and integrity
- Willing and capable of listening, understanding and collaborating within the organization and community
- Accessible, charismatic, calm, collected and approachable
- Demonstrated leadership of a culture of diversity, equity and inclusion
- Demonstrated ability to unify boards, teams, communities and people to address complex issues

**CapMetro Transportation Authority
Austin, Texas
President/Chief Executive Officer
Position Profile
Draft for Deliberation**

The Capital Metropolitan Transportation Authority (CapMetro) is currently seeking a dynamic, experienced, and innovative individual to serve as its President/Chief Executive Officer (CEO). The CEO will work closely with the CapMetro Board, stakeholders, and the community, providing connectivity, creating economic activity, and ensuring equitable access to opportunities throughout the central Texas region. CapMetro provides a variety of transit services, including MetroBus, MetroRail, UT Shuttles, Pickup, and MetroAccess, and MetroBike to meet the ever-growing needs of the Austin and its surrounding communities.

CapMetro is a system that is always on the move, safely connecting people with jobs, schools, restaurants, shops, festivals, and other great places to hang out. CapMetro is proud of its world class, diverse workforce which is considered one of the best transit agencies to work for in North America. As an employer of choice, CapMetro values its employees, offering comprehensive benefits packages including complete healthcare, a robust pension retirement program, childcare options and the opportunity to join one of the most exciting transit systems in the nation all located in the unique, thriving, and vibrant greater Austin area.

SERVICE AREA AND REGION

The CapMetro is the regional public transportation leader for Central Texas. CapMetro was created in 1985 in accordance with Chapter 451 of the Texas Transportation Code. It was established by a voter referendum on January 19, 1985, to provide mass transportation service to the greater Austin metropolitan area. The agency is funded in part by a one percent (1%) sales tax levied by its service area members.

CapMetro is committed to serving the vibrant Austin and central Texas community and connecting riders to all the city has to offer. Fortune 500 and other major corporations have chosen Austin for their headquarters including Dell Technologies, Oracle, Samsung, and most recently, Tesla. Central Texas is a great place to live for both families and young professionals with an urban-suburban feel. Quality public education colleges and universities including University of Texas and Dell Medical School, arts, culture, entertainment, nightlife and many other recreational opportunities, make central Texas a great place to live, work, and explore.

The Central Texas region is one of the fastest growing areas in the country, and mobility and traffic congestion remain top concerns. According to the Capital Area Metropolitan Planning Organization (CAMPO) 2040 Regional Transportation Plan, total population in the six-county Central Texas region is projected to increase from 1.7 million in 2010 to more than 4.1 million in 2040. The number of area jobs is also projected to increase from 775,000 to 2.3 million by 2040. The CapMetro service area extends across approximately 535 square miles and includes more than 1.2 million residents. The service area includes the cities of Austin, Jonestown, Lago Vista, Leander, Manor, Point Venture, San Leanna and portions of Travis County and Williamson County. CapMetro has been working with cities outside of CapMetro's service area who desire transit services but have reached the state sales tax cap and are unable to join the authority. These cities are: Round

Rock, Georgetown, Buda, Pflugerville and Hutto. CapMetro is partnering with these cities to identify opportunities for transit service through interlocal agreements where the cities reimburse CapMetro directly for the cost of service to their communities or through other means of meeting their resident's transit needs. CapMetro will continue with its commitment to provide safe and robust transit services to its customers who rely on transit and who have moved to other parts of the county due to the increases in housing costs.

CAPMETRO STRUCTURE, SERVICES AND PLANS

Project Connect is a transformative, City of Austin voter-approved investment in new transit services that includes Light Rail, MetroRapid Bus Lines, Commuter Rail (improvements to existing Red Line and a new line), and Park and Ride facilities. Project Connect also commits \$300 million to mitigate the displacement of vulnerable populations impacted by transit development and construction. Cap Metro and the City of Austin have formed the Austin Transit Partnership (ATP), the independent entity accountable and responsible for the financing, design, construction, and overall implementation of Project Connect. ATP is governed by a separate Board of Directors, comprised of a member of the CapMetro Board, a member of the City Council, and three community members. The CEO of CapMetro, along with an Assistant City Manager at the City of Austin serve on the Board as ex-officio members. CapMetro will operate assets funded and implemented by ATP.

Today, 100% of all CapMetro's transit services continue to be operated by private contractors. The equipment and facilities are owned and/or leased by CapMetro and operated by contractors. As part of this arrangement, CapMetro's approximately 550 direct employees are responsible for the following functions: fixed route radio dispatch; fixed route and vehicle maintenance training, purchased transportation contract oversight; strategic planning; short- and long-range planning; service planning; capital planning; finance, budget, grants and accounting; internal audit; government relations; legal; procurement; human resources; risk management; safety and security; property and asset management; real estate, transit-oriented development; facility planning; marketing, communications, customer service, community engagement; and technology. The CapMetro team is a diverse, high performing and motivated group. There are approximately 1,325 contract employees who work directly for the service providers.

Through private service providers, CapMetro operates fixed-route bus service, modified bus rapid transit, commuter rail service, on-demand app-based micro transit , ADA paratransit service and vanpools with a fleet of 425 diesel and all-electric heavy-duty buses, 10 diesel electric commuter trains, 231 vanpools, and 239 cutaways. CapMetro also directly operates a bikeshare system with 850 bicycles and 950 docks. Annual system ridership is approximately 30.5 million trips. CapMetro also owns a 154-mile freight rail line and receives revenue from the freight carrier that uses the line. CapMetro is in the process of transitioning to a zero-emission fleet and is committed to operating a 100% zero-emission fleet by 2035.

The FY23 operating budget is approximately \$381 million and the FY23 capital budget is approximately \$443 million. CapMetro is governed by an eight-member board of directors. Three board members are appointed by the Capital Area Metropolitan Planning Organization (CAMPO), with one appointee required to have a finance background, one a business background and one is required to be an elected official. Travis and Williamson counties have one appointee each; the

small cities have one appointee; and the city of Austin has two appointees with one required to be an elected official.

SCOPE AND RESPONSIBILITIES

The next CEO will need to serve as an engaging, capable, energetic and supportive manager to CapMetro's employees while also securing key external relationships in order to develop, build and obtain diverse public and stakeholder support so that transit is well positioned to address the fast pace of growth in the region. earn respect and forge partnerships in areas such as new and existing public and private infrastructure, development, land use and public policy. Ensuring transit is an integral part of local land use and transportation plans is critical.

Additionally, it is imperative to CapMetro's success that the next CEO continue to ensure that CapMetro not only maintains its existing funding, but identifies, seeks and secures new and creative funding sources to ensure the agency's viability.

The President/CEO is responsible for shaping and leading the Authority's strategic long-term vision as well as overseeing contractors who provide the daily operations of CapMetro's bus and commuter rail service, special services including paratransit and ridesharing. The President/CEO will work closely with the disability community to implement solutions that meet their unique mobility needs, including commitment to 100 percent accessible public transit services in and around the Central Texas region.

The new President/CEO will have strong business and financial management skills to ensure cost-effective operation and growth. This individual will have outstanding abilities to interact with the board, employees, the community, stakeholders and elected officials.

The board of directors and staff are dedicated to working together to ensure the continued success of CapMetro as it strives to provide the highest quality of service possible with an emphasis on identifying and implementing solutions to address traffic congestion, ridership, exceptional customer service and system safety.

The ideal candidate will have demonstrated background, skills and abilities as grouped in the following areas:

GENERAL MANAGEMENT

Leadership

- A visionary who is forward thinking and willing to take calculated risks without preconceived opinions.
- Leads with a safety-first mindset, recognizing customer, employee and community safety as a core value and supportive of a modern approach to public safety that includes transit ambassadors, social workers and transit-focused police officers.
- Have demonstrated success managing and providing executive-level guidance to a highly educated, experienced and technical workforce, thereby empowering management to implement and execute their departmental business plans in alignment with the strategic plan.

- Have extensive experience planning and implementing new projects, programs and initiatives to build a more effective, sustainable and sound organization.
- Successfully execute and manage service contracts while also building and fostering a strong and positive working relationship with the Agency's transit service providers and their employees.
- Have the ability to think outside the box and recognize that transit is transforming rapidly, emerging technology has transformed mobility, and that transit needs to embrace these changes and adopt alternatives to remain relevant.
- Provide leadership and vision for transit-oriented development (TOD) centered around equity, smart growth, land use planning and development and regional anti-displacement initiatives.
- Provide strategic vision for developing innovative programs to address transportation needs in less dense areas where traditional transit services are not effective.
- Have the ability to push the agency to become more technologically advanced and lead the continued development and implementation of the technology strategic plan.
- Embrace and advance innovative and alternative technologies that address climate change, better customer service, reduce fares and increase accessibility.
- Have the ability to direct the agency to develop and maintain an effective marketing plan to support the planning process, promote and increase ridership and maintain CapMetro's image.
- Have the ability to build a brand and negotiate on behalf of the organization.
- Provide leadership and strategic vision regarding Environmental, Social, and Governance standards for CapMetro.
- Experience leading a transit system through communications strategies that result in critical long-term investment in high-capacity transit.

Finance and Accountability

- Be experienced in ensuring effective cost-control measures and key performance metrics are in place at all levels of the organization.
- Be experienced in developing and implementing metrics used to evaluate individual and company performance, budgets, cost effectiveness and return on investments to improve operational performance and financial management.
- Experience leading an organization through difficult choices that ensure financial sustainability while creatively addressing community needs.
- Strong business and financial management skills to ensure cost-effective operation and growth, maintain long range financial plans and identify opportunities for new revenue.
- Have a demonstrated track record of success during varying economic and business cycles.

- Capable of identifying opportunities for cost savings and ability to work collaboratively with ATP and other stakeholders to ensure that all voter approved projects are built and completed.
- Have the ability to responsibly manage agency assets in order to optimize the utilization of grant allocations, farebox revenue and sales tax revenue.
- Maintain and update the long-range financial plan and high-capacity transit plan to ensure that programs, projects, and budgets are financially sustainable for the long term.
- Have experience creating additional or new sustainable revenue streams including public-private partnerships, grants and innovative financing for business operations and planned growth.
- Have a proven record of successfully implementing complex capital projects including scope, schedule, and budget.
- Have a demonstrated track record of delivery quality services on-time and on-budget.
- Financially efficient executive capable of rolling up their sleeves and identifying alternative cost savings approaches to delivering transit without compromising safety or customer service.

Customer Focus

- Keen understanding and affirmation that many of CapMetro’s customers heavily rely on the Agency to provide excellent, reliable, and affordable service because it is their only means of transportation.
- Maintain, promote, and advance CapMetro’s commitment to providing 100% accessible public transit services to the Austin and Central Texas community including the disabled and senior community.
- Review and revise service plans with recommendations focused on increasing ridership.
- Ensure focus on board adopted Diversity, Equity and Inclusion Policy Statement.
- Providing equitable transit services and accessible infrastructure to a widely diverse community that is committed to treating all people fair and equal.
- Demonstrated track record working and being involved with the community to understand transit needs and to implement high-capacity transit (Project Connect) program.
- Understanding of displacement risks for individuals and businesses due to transit expansion plans and a commitment to proactive and collaborative approaches to mitigating displacement.

INTERNAL RELATIONSHIPS

- Be a proactive leader who encourages, mentors, and motivates employees and teams to think critically, strategically and creatively while developing solutions to problems.
- Provide leadership to ensure successful succession and employee development plans across all functions of the agency.

- Empower senior management and employees to lead their departments and function effectively and efficiently.
- Engage senior management as much as possible as a partner in decision making processes.
- Manage the human resources to assure responsiveness to the public while maintaining high productivity for the taxpayers.
- Ensure the maintenance of healthy working relationships.
- Maintain a competitive total rewards program and work to creatively implement programs that recruit and retain valuable employees.
- Be an effective leader who is approachable and open-minded, and who encourages employees and teams to challenge ideas in order to develop the most effective solutions.
- Recognition of the value of front-line employees and demonstrated history of developing positive working relationships with labor representatives.
- Possess strong management and team building skills and excellent problem solving and conflict resolution skills.

EXTERNAL RELATIONSHIPS

- Establish, build, and maintain strong positive working relationships and forge partnerships with ATP, the City of Austin, the Federal Transit Administration (FTA) and all other stakeholders involved in successfully delivering Project Connect.
- Be experienced in working effectively and persuasively with elected officials; local, state, and federal agencies; the business community; public constituencies; the press; community leaders; local advocates; and other stakeholders.
- Have the ability to proactively work in a variety of community settings to maintain CapMetro's credibility and enhance its public image in a fast-growing urban area.
- Enhance and strengthen relationships with suburban and rural communities and identify various financial tools that can be utilized to increase service for transit dependent riders that are outside of the urban core service territory.
- Be comfortable with maintaining a high public profile to develop solid relationships; educating various constituencies on CapMetro's value, successes, and progress; and raising the profile of the agency.
- Maintain ongoing effective communication with the City of Austin, other governmental agencies, and elected officials (local, state and federal) to assure maximum cooperation and to achieve the best possible transportation system for the region.
- Work with large, medium, and small communities with a fair and balanced approach that furthers regional growth beneficial to support a comprehensive transportation program for all customers.

- Ability to engage community leaders to address transit challenges across the community and build consensus to address these challenges through a regional transportation solution.

BOARD INTERACTION

- Develop a strong working partnership with the eight-member board of directors, including effective two-way communication and transparency on all issues.
- Provide information to the board in a timely manner, proactively apprise the board on any and all information that is necessary for them to fulfill their duties as a policy making board and respond to the community.
- Assist the board in its policy-making duties; furnish information to include options and potential consequences; enable the board and its committees to make informed decisions.
- Anticipate problems, difficulties and other sensitive situation that might arise and raise those with the board as early as possible to address those situations as quickly as possible.
- Implement board policy via actionable management plans and provide direction to senior management that will enable the effective execution of these plans.
- Assist and advise the board in its short- and long-term planning responsibilities.
- Listen, meet with, and use feedback provided by advisory committees to advance CapMetro.

PERSONAL ATTRIBUTES AND INTERPERSONAL SKILLS

- High integrity, professional, mature, honest, fair, transparent, trusting, and personable individual with a high energy level.
- An executive who values and is committed, has a background, and can apply knowledge to advance diversity, equity, and inclusion within CapMetro and our community.
- An executive who makes equitable decisions, embraces differences, avoids prejudices, favoritism, and toxicity.
- An executive who leads and manages with a safety-first mindset.
- An executive who supports their team and promotes a positive work environment and work-life balance.
- An accessible, charismatic, calm, collected and approachable CEO.
- Thoughtful and capable of making timely decisions that are well researched and not impulsive.
- Excellent interpersonal communication, presentation and writing skills
- Professional and executive presence to stand on behalf of the organization as the leader and champion of the agency and transit in general.

- Results-oriented individual with a dedication to accuracy, quality, cost effectiveness and on-time delivery and an appropriate sense of urgency.
- Intelligent, persuasive, and creative manager who has the ability to solve problems and provide realistic solutions.
- A financially savvy leader who is able to ensure the long-term sustainability of the organization through the support of the long-range plan and identification of alternative means of funding.
- An executive who is willing and capable of listening, understanding, and collaborating within the organization and the community and their needs when making strategic changes.
- Strategic leader, open-minded communicator and critical thinker who looks at challenges as opportunities for innovation.
- Executive with exceptional professional judgment who can take appropriate risks and leverage resources to lead the agency through its next phase of growth.
- Individual with a proven ability to effectively build alliances, communicate with, listen to, interact, and work with the board, senior management, business partners, elected officials, the community, stakeholders, regulatory agencies, and customers.
- Capable of holding themselves, their team, and all staff accountable for any decisions made or actions taken.
- Verifiable track record of identifying, negotiating, and solving complex and challenging issues.
- Demonstrated ability to unify boards, teams, communities, and people to address complex issues.

EXPERIENCE REQUIRED:

The successful candidate will have a minimum of 10 years' executive management experience with a major transit agency or another public or private entity of comparable nature, complexity and size to CapMetro. Experience leading or serving in an executive level position at a public transit agency (bus, rail, paratransit or multi-modal) is highly desirable. Prefer experience planning, constructing, and operating a public transit network including light rail, commuter rail, bus rapid transit and demand response services that are safe, reliable, accessible, and efficient as CapMetro is a key partner in Project Connect and has operational responsibility. A bachelor's degree in transportation, transportation management, engineering, business management or equivalent is required. An equivalent combination of education and experience consistent with the required qualifications will also be considered.

For additional information or to submit a resume, please contact Gregg A. Moser at gmoser@kapartners.com.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-583

Agenda Date: 9/26/2022

Manor and Lago Vista Election Service Impacts Update

CapMetro

Manor and Lago Vista Elections

*Service impacts of potential withdrawal
from service area*

September 2022

Background

Manor and Lago Vista are both part of CapMetro's service area

- Both contribute 1% of their sales tax to CapMetro
- Both are eligible to receive Build Central Texas funds
- Both are part of the Urbanized Area

Election results may impact service offerings

Manor and Lago Vista have both called elections on the question of whether to continue participation in the CapMetro Service Area

- City of Manor Proposition A
- City of Lago Vista Proposition A
- Ballot Language: *Shall the Capital Metro Transportation Authority be continued in the City of _____ [yes/no]*

If either community votes to discontinue CapMetro participation, services will be impacted within 24 hours of election canvassing

Net Financial Obligation

Upon withdrawing from the CapMetro Service Area, CapMetro will continue to collect sales tax revenue until each cities' net financial obligation is repaid.

- Manor Estimated Net Financial Obligation (March 31, 2022): \$9.842M
 - Repaid in approx. 4.41 years based on 3/2021-3/2022 sales tax
- Lago Vista Estimated Net Financial Obligation (March 31, 2022): \$6.421M
 - Repaid in approx. 6.55 years based on 3/2021-3/2022 sales tax

Final net financial obligation is calculated the day after election canvassing

Build Central Texas

Only CapMetro small member cities are eligible for Build Central Texas program funds

- Manor and Lago Vista would receive BCT funds allocated to date
 - FY22 Manor updated BCT: \$1,065,048
 - FY22 Lago Vista updated BCT: \$129,328
- No additional funds would be available in future years

Current Service

Manor

- Route 990 Manor/Elgin Express
 - Operated by CARTS
 - CapMetro pays for portion of route between Manor and Austin
- Manor Pickup
 - Funded by CapMetro (75%) and Travis County (25%), and operated by CARTS

Lago Vista

- Route 214 Northwest Feeder
 - Operated by CARTS, under contract to CapMetro
- Lago Vista Pickup
 - Funded by CapMetro
- MetroAccess

Bus and Rail Service

Manor

- Route 990 Manor/Elgin Express would no longer stop in Manor, beginning within 24 hours of election canvassing
 - CARTS could continue to offer service between Elgin and Austin, without Manor stop
- Easternmost terminus of future MetroRail Green Line would be evaluated
- Freight service not impacted

Lago Vista

- Service to 12 bus stops within Lago Vista along Route 214 Northwest Feeder would cease within 24 hours of election canvassing
 - Westernmost stop would be in Jonestown

As part of Urbanized Area, Manor and Lago Vista would have to complete Transit Development Plan (TDP) prior to being eligible for Section 5307 Funds to pay for contracted services with CapMetro or CARTS

Pickup Service

- Manor Zone: Pickup service within the Manor city limits would cease within 24 hours of election canvassing
 - Travis County could operate service in areas outside of Manor, outside of the Urbanized Area
- Lago Vista Zone: Service would stop operating within 24 hours of election canvassing
- As part of the Urbanized Area, Manor and Lago Vista would have to complete a Transit Development Plan (TDP) prior to being eligible for Section 5307 Funds to pay for contracted services with CapMetro or CARTS

MetroAccess Paratransit Service

CapMetro is required to continue to provide MetroAccess service to existing customers

Lago Vista

- 1 current MetroAccess subscription customer receiving trips 3 days per week
 - CapMetro cost is approximately \$20,228/year
- Lago Vista is required to pay cost of continued service (minus fares collected)

CapMetro Facilities

Within 24 hours of election canvassing:

- Manor Park & Ride (owned by CapMetro) to close with temporary closure signage and barricades
- All bus stop signage and amenities removed from Lago Vista and Manor
- All non-essential support services (cleaning, maintenance, IT, etc.) to cease at CapMetro facilities in Manor and Lago Vista

Longer term: CapMetro will consider best use of CapMetro-owned facilities and make temporary closures permanent

Communications

- Ongoing Communications
 - Regular communication with Manor, Lago Vista, CARTS and Travis County
 - Signage, digital communications and more to begin in October to inform customers
- If voters in either community approve withdrawing from the service area CapMetro will:
 - Notify impacted customers via MetroAlerts, MetroAccess and Pickup scheduling platforms
 - Post signage at all facilities and stops
 - Present an amendment to approved January 2023 Service change so approved service reflects voter decision(s)

CapMetro

Questions?

September 2022



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-585

Agenda Date: 9/26/2022

President & CEO Monthly Update



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-579

Agenda Date: 9/26/2022

Memo: Federal Grant Strategy (September 19, 2022)

To: Capital Metro Board of Directors

From: Sharmila Mukherjee, AICP, Executive Vice-President, Planning & Development

Date: September 19, 2022

Subject: Federal Grant Strategy

The purpose of this memo is to provide an overview of Cap Metro's federal grant strategy in context of the passing of the historic Bipartisan Infrastructure Law (BIL), followed by the highlights of our internal process updates geared towards improved positioning and agency's overall competitiveness in the USDOT legacy grants process as well as the new funding streams.

In March 2022, President Biden signed the Bipartisan Infrastructure Investment and Jobs Act (IIJA) into law which is administered by the Department of Transportation (USDOT). The IIJA is commonly referred to as the Bipartisan Infrastructure Law (BIL). Please note that you may see either referenced and often interchangeably used across associated Department of Transportation websites. The Bipartisan Infrastructure Law (BIL) **increased transit infrastructure spending over a five-year period by an unprecedented 75 percent.**

Additionally, The Inflation Reduction Act (IRA) was signed into law in August 2022. The IRA includes an extension for alternative fuel tax credits, a new commercial clean vehicle tax credit, and substantial investment in zero-emission technology and investment in disadvantaged communities. Specifically, the IRA allocates \$27 billion for a Greenhouse Gas Reduction Fund; \$3.2 billion for Neighborhood Access and Equity Grants; and \$2 billion for Low-Carbon Transportation Materials Grants.

Grant Strategy Overview

With this unprecedented amount of discretionary funding available to cities and transit agencies (in addition to formula grant funds), staff has defined steps to better prepare for federal notices of funding opportunities, identify eligible projects, create consensus, and submit robust grant applications. We developed a process to easily view grant information, identify corresponding project information, and review previous funding awards. This process will help match the best project for a specific grant opportunity. Initiated at each federal grant program's Notice of Funding Opportunity (NOFO) release, the process systematically identifies candidate projects for each grant opportunity; outlining the project details, grant program requirements, financial implications and assesses potential for a successful award.

Our strategy focuses on aligning potential eligible projects with the opportunities presented in the four key discretionary grant programs including the Bus and Bus Facilities / Lo and No Emission Vehicle Program, CRISI, RAISE, and INFRA/Mega. These four were selected for their continuity in discretionary grants process across administrations and due to institutionalized nature of their eligibility requirements. This will test out how this process works and to apply for new funding streams.

- **Bus and Bus Facilities (BBF) –**
 - The Bus and Bus Facilities program provided \$376M for FY22 (\$1.6B over 5 years) to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. **We applied for the 2022 BBF grant to fund a Springdale Demand Response Facility and we were awarded \$20M just last month.**
 - Low & No Emission (LoNo) grants, within the BBF program, provide \$1.12B for FY22 (\$5.6B over 5 years) funding for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities. **Previously, we have been successful in receiving awards in FY2019, FY2020, and FY2021, totaling \$7.7M.** This funding was used to purchase 15 electric buses, charging infrastructure, and consulting with the Center for Transportation and the Environment (CTE) on finalizing our Fleet Transition Plan. Staff will be focused on applying annually for this grant to meet the needs of our transition to electric vehicles.

- **Consolidated Rail Infrastructure and Safety Improvements (CRISI) –**
 - The CRISI Program will fund upward of \$1.4B for FY22 projects (authorized over \$5B for the 5-year bill) that improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger and freight rail chokepoints to support more efficient travel and goods movement; enhance multi-modal connections; and lead to new or substantially improved Intercity Passenger Rail Transportation corridors. **Previously, we received CRISI awards in 2018 and 2020 for a total of \$13.9 million.** Funds were used to implement Positive Train Control (PTC) and complete a variety of track maintenance. We are currently drafting the application for the 2022 CRISI for the MetroRail Red Line grade separation at the intersection of Airport and North Lamar Blvd. Submission for FY22 is due December 1.

- **Rebuilding American Infrastructure with Sustainability and Equity (RAISE) –**
 - The RAISE program includes \$2.2B for FY22 (\$7.5B over 5 years) for projects that modernize roads, bridges, transit, rail, ports, and intermodal transportation and make our transportation systems safer, more accessible, more affordable, and more sustainable. Transit Agencies typically do not apply for funding because funding is for bridge replacements, trails, and bicycle and pedestrian infrastructure. We will evaluate our capital needs and assess through the structure defined above if this grant is applicable.

- **Infrastructure for Rebuilding America (INFRA) and Mega Grants –**
 - INFRA and Mega grants include \$2.25B available in FY22, a collective \$12.25B for 5 years for highway and freight projects of national or regional significance. Eligible projects will improve the safety, efficiency, and reliability of the movement of freight and people in and across rural and urban areas. Transit Agencies typically do not apply for funding because funding is for highway and freight infrastructure. We will evaluate our capital needs and assess through the structure defined above if this grant is applicable.

This is an informational update. No action is being requested of the board. The new internal process for vetting and selecting projects; and applying for discretionary grants has already been applied and helped streamline the preparation for the FY22 CRISI grant. As additional funding opportunities arise, we will provide an update to the Capital Metro Board when we pursue funding.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-581

Agenda Date: 9/26/2022

Memo: Update on Regional Radio Communications System Planning (September 19, 2022)

TO: CapMetro Board of Directors
From: Kerri Butcher, CapMetro Chief of Staff
Date: September 19, 2022
Subject: Update on regional radio communications system planning

CapMetro's current radio system is provided to CapMetro through the Lower Colorado River Authority (LCRA) radio system. The trunked radio communications system is in use throughout the LCRA territory, including also used by Travis County and the City of Austin.

As CapMetro expands its services, our interdependencies with our local and regional partner agencies for communications and operations is growing as well. The interdependencies are even more significant and critical as CapMetro launches our own Transit Police unit, which will rely on close communication and systems with other area law enforcement agencies. Additionally, with the construction and operations of the Project Connect light rail program and expanded MetroRail operations on the Red Line and future Green Line, a unified, modern communications approach with our partners is paramount.

Our planning for the future of our system, our agency and our coordination with our partners at the City and Travis County will include looking at what makes sense in terms of radio system capability, technology and infrastructure. CapMetro, along with our partners, is evaluating an opportunity to join the Greater Austin Travis County Regional Radio System (GATTRS), a radio system focused on public safety and public works agencies across central and south Texas that already includes the City of Austin and Bastrop, Blanco, Burnet, Caldwell, Lee, Llano, Travis and Williamson Counties. GATTRS is the system currently used by the Combined Transportation, Emergency and Communications Center (CTECC). Additionally, the Austin City Council has passed a resolution in support of the City considering expanded use of GATTRS.

The goal of this work is to plan and develop with other governmental entities a unified wireless communication system to support public safety and public services, including transit, and identify cost sharing opportunities with our partners. As these review efforts advance there will be further follow-up content and discussions around the business model(s) which CapMetro will need to apply.

If you have any questions about this project, please contact me at Kerri.Butcher@capmetro.org.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-590

Agenda Date: 9/26/2022

Memo: Project Connect Program Update (September 23, 2022)

To: Capital Metro Board of Directors

From: Dottie Watkins, Interim President & CEO, Capital Metro
Ex-Officio Board Member, Austin Transit Partnership Board

Date: September 23, 2022

Subject: Update on the Project Connect transit expansion program
Attachment: ATP Board Brief – Project Connect Program Update (September)

The Austin Transit Partnership (ATP) provided a program brief to the ATP Board as part of their September meeting (see attached); this memo expands on that brief to ensure the CapMetro Board has information on implementation of the voter-approved Project Connect transit expansion program.

CapMetro, the City of Austin, and ATP continue to collaborate to advance the Project Connect program. An increasing amount of detail and coordination is forming around the program of projects as design progresses. To support this coordination, **a tri-party meeting of the CapMetro Board, Austin City Council and ATP Board is scheduled for Nov. 30, 2022** where staff will present the annual management report, including a presentation on the project statuses, financial status of ATP, implementation of and compliance with ATP Workforce and Equity policies, and progress towards implementation of Project Connect.

In addition to the project details included in the ATP Board brief, CapMetro staff also wanted to highlight the ongoing MetroRail projects that are part of the Project Connect program.

CapMetro commuter rail and freight customers have witnessed service impacts recently to support the ongoing construction of two MetroRail projects. The first Project Connect project to break ground – the **Lakeline to Leander Double Tracking Project** – is scheduled to be completed on-time and on-budget in October 2022. This project will support enhancements in MetroRail service through provision of approximately 3,350 feet of passing siding, which will allow trains to pass each other more easily, thereby allowing increased reliability and frequency.

CapMetro, together with our partners at ATP, City of Austin, Austin FC, and the community, broke ground on the **McKalla Station MetroRail project** in July of this year. Since then, significant work has occurred in support of the project which is slated to open in Winter 2023. The CapMetro Board is slated to consider the third of three construction contracts to support the project during the September 2022 Board meeting.

To support the commitments made in the Contract with Voters, Community Commitment Resolution, and Joint Powers Agreement related to construction worker protections, CapMetro has executed a sole-source procurement with Certification Associates, an organization accredited by Workers Defense Project, to conduct on-site monitoring for both the MetroRapid and MetroRail construction programs. This contract provides monitoring services specific to the requirements of the Project Connect governing documents which are in addition to the safety and wage monitoring CapMetro has been completing – and is required to complete – as a federally-funded organization.

As outlined in the ATP Board brief, a significant share of the ongoing Project Connect work centers around work to update the light rail implementation timeline, alongside the community. CapMetro staff is fully engaged in this process as the current FTA Project Sponsor and will continue to keep the CapMetro Board apprised of key milestones.

If you have any questions about the attached updates on the Project Connect program, please let us know and we will work with our partners at ATP and the City of Austin to respond.

PROJECT CONNECT STATUS REPORT

ATP BOARD BRIEF | SEPTEMBER 2022



In November 2020, the Austin voters approved Proposition A to dedicate new revenue to the implementation of Project Connect—a program of transit projects designed to provide transportation alternatives for our community. Voters simultaneously created the Austin Transit Partnership (ATP) and tasked its Board of Directors with overseeing the program. This Project Connect ATP Board Brief serves as an update to the ATP Board about the progress of the projects that make up the Project Connect Program.

» PROGRAM UPDATE

LIGHT RAIL

ATP continues to develop an Updated Light Rail Implementation Plan to ensure the light rail program's technical feasibility, community support and eligibility for federal funding. In late August, ATP held a series of Project Development workshops with the City of Austin, CapMetro and Project Connect consulting teams to review and discuss technical data related to program optimization and cost saving ideas, along with associated opportunities and challenges.

The groups came up with nearly 500 ideas for project components that could be changed, reduced, removed, or deferred. The next steps are to continue the technical evaluation of these ideas and validate the feasibility through interdisciplinary workgroups that will develop viable alternatives that meet financial, community and Federal Transit Administration (FTA) criteria. Other technical efforts to advance the light rail program continue, including collaboration with the City of Austin on items such as betterment criteria and permitting ordinance requirements, as well as establishing our project management and controls systems. We are also continuing coordination with the FTA as lead federal agency for the light rail projects. ATP has continued to provide program updates shared at the July 20 Board meeting to community stakeholders and aims to develop a community engagement and public involvement plan going forward that is informed by the community and broad program partnerships.

ANTI-DISPLACEMENT EFFORTS

The Austin Housing Finance Corporation (AHFC), the entity charged with allocating the \$300 million anti-displacement funding, has continued to advance funding approvals. On September 1, the AHFC Board approved funds slated to go toward housing assistance as part of the Project Connect Anti-Displacement Community Acquisition Program (ADCAP) and the City's Ownership and Rental Housing Development Assistance programs (OHDA/RHDA). Additional funds will go to the AHFC Board for review at the end of this month.

The City of Austin Housing and Planning Department presented an update related to the progress made to date on expenditure of the initial allocation in anti-displacement funding for Fiscal Years 2021 and 2022. The funding was deployed through several programs and initiatives to include: land acquisition; ownership and rental housing development assistance; and a community-initiated solutions program.



The update from the City of Austin indicated that beginning in Fiscal Year 2023, budget priorities for the anti-displacement funding will be set every three years. Community engagement initiatives to prioritize budget allocations for investments over the next three years will begin on September 21, 2022, at 5:30 PM at the South Austin Recreation Center. This information is available in a [memorandum](#) from the Housing and Planning Department, which is available on the City of Austin's website.



CAPMETRO: METRORAPID BUS PROJECTS

CapMetro is managing design and construction of the MetroRapid Expo Center and Pleasant Valley Bus Projects, which are funded with about \$35M from Austin Transit Partnership and the remaining \$65M from Small Starts grants that are under negotiation with FTA. Grants agreements for the federal funding are expected to be executed in November. Work on the [Expo](#) and [Pleasant Valley](#) lines continues to progress. On the ground, contractors have completed construction of nine stations – six on the Expo line and three on Pleasant Valley – and task orders for seven additional stations are in the works. Both lines are expected to be ready to ride in 2023.

PARK & RIDES

The Expo Center and Goodnight Ranch Park & Rides are each at the 90% design stage, and plats for both locations are under review with the City of Austin. The public use zoning case for the Expo Park & Ride was approved, and eminent domain and Parks & Wildlife public hearings for the Expo Center Park & Ride acquisition were held at the August 29 CapMetro Board Meeting with no comments received. In addition to providing parking spaces and other amenities for the community, the Park & Rides will provide charging locations for the buses along the routes.

COMMUNITY ENGAGEMENT

ATP accepted a Core Values Award at the IAP2 Conference in Banff, Canada on September 15 for excellence in public participation. As part of the award, the team developed a 3-minute video about the community engagement efforts for Project Connect, including cameos from Board Chair Veronica Castro de Barrera and community members who have been instrumental to the success of the Project Connect community engagement efforts. The Community Advisory Committee and other actively engaged leaders in the Austin community acknowledged in the video for their forward thinking public involvement throughout the pandemic, which led to first ever practices that transformed community engagement.

[Click here to watch the video.](#)



CITY OF AUSTIN PROJECT CONNECT ORDINANCE

The City of Austin has initiated a review of its existing development regulations, which are primarily oriented toward vertical, site-specific development. Project Connect is a unique program that is the first of its kind for Austin and requires greater flexibility and modified regulations to implement the miles of linear rail investments. Understanding the challenge, City Council passed a resolution on October 29, 2021, directing staff to review existing code, criteria and permitting processes to identify impediments to implementation and operation of Project Connect and to bring forward recommendations. Staff has developed a proposed foundational ordinance that addresses needs that are apparent today and will benefit the program as it proceeds.

City Boards and Commissions presentations are planned starting September 21 through October 2022. City Council action is anticipated in December.

ATP BOARD VACANCY APPLICATION UPDATE

Fourteen applications were received for the ATP Community Director of Community Planning or Sustainability board member position, vacated at the end of June 2022. Information was reviewed and a summary of review results was distributed to the Nominating Committee on September 14, 2022, for Committee review and to commence the interview process. In accordance with ATP's Articles of Incorporation, applicants should have at least 10 years cumulative experience across one or more of the following fields: urban planning, community planning, equitable transit-oriented development (ETOD), sustainability and/or environmental planning, along with three to five years' experience with community engagement, and Austin residency. The Nominating Committee is expected to interview candidates this month with an appointment anticipated in October or November. The new Board Member will also serve as the ATP Board liaison to the [Planning, Sustainability, Equity and DBE Advisory Committee \(PSEC\)](#)



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-588

Agenda Date: 9/26/2022

Memo: Fare Program Update for Low-Income and Unhoused Customers (September 23, 2022)

To: CapMetro Board of Directors

From: Catherine Walker, EVP Chief Financial and Risk Officer, CapMetro

Date: September 22, 2022

Subject: Fare Program Update for Low-Income and Unhoused Customers
Attachment: TEF Board of Directors Letter to CapMetro Board

As a follow up to the presentation and discussion from the September Operations, Planning and Safety Committee meeting, this memo provides an update to the Board of Directors on opportunities to enhance transit fare support for very low-income and unhoused customers.

Caring for the most vulnerable in our community is a priority and CapMetro staff are proceeding swiftly and intentionally to address the concerns brought to us by the community, including those expressed by social service providers, people experiencing homelessness, operators, and customers.

The Transit Empowerment Fund (TEF) has been an important part of CapMetro's comprehensive fare program since 2011. A key benefit of TEF is that they directly work with organizations and individuals in the social service arena and have designed a fare and transit access program that specifically caters towards the needs of low-income riders in the greater Austin community. The TEF Board understands the urgency and is eager to partner with CapMetro and social service providers to ensure the intent of TEF is being met: to increase transit access by distributing transit passes to organizations that serve low-income individuals and support projects that employ creative solutions to expand transit services in under-served neighborhoods in the CapMetro service area. The TEF Board provided a letter to the CapMetro Board expressing their commitment to this topic (attached).

Staff has met with the TEF Board and TEF staff to map out the current pass distribution program and concurred that opportunities exist to continue improving the program. In alignment with peer agency reviews, CapMetro staff is pursuing a long-term solution comprised of current fare program offerings, the Amp account-based system, and enhancements to TEF which collectively will provide better access to transit for the most financially constrained and vulnerable people in our community.

TEF and CapMetro both recognize we cannot wait until the permanent solution is fully tested and ready to launch in early 2023 to act. Therefore, TEF is taking immediate action to deploy a bridge solution that will provide relief and increased transit access through February 2023.

TEF has identified funding to issue an emergency abbreviated Request for Applications (RFA), an immediate opportunity to open another call for passes. While TEF is still finalizing the request form and timeline, the goal is to open the request form within the coming weeks and distribute passes not long thereafter and over the course of the coming months, bridging the time between now and when a permanent revamp and expansion of TEF is in place alongside Amp. The RFA application is envisioned to be brief (not the full application standard as part of the annual pass distribution process) and these passes would be cost-free to social service providers who apply and distributed with a reduced reporting requirements with a goal of getting them to end users quickly with as minimal burden on social service

providers as possible. Again, this is an emergency solution not financially sustainable or intended to be repeated throughout the year as we transition to a permanent solution through our new fare programs and technology.

Additionally, TEF and CapMetro are working together to expedite the delivery of already-requested passes through the standard annual distribution process, and preparing for a quick delivery of passes through the emergency allotment. Social service agencies with a pass allotment in the queue will still be eligible to receive *additional* passes through the emergency RFA once they fully meet their commitment to receive previously requested/approved passes.

In the coming weeks, CapMetro staff will continue to work with TEF to refine the details of the RFA process and will provide an update to the Board with specific details of the emergency allotment RFA on October 12, 2022 at the FAA Committee meeting. Prior to the committee meeting, staff are available to answer any questions of the Board.

CapMetro staff will continue frequent and close coordination with TEF, the social service provider work group and community members on preparations to implement a permanent solution as outlined in the September 14, 2022 OPS Committee presentation. As part of this process, TEF has committed to hosting a listening session with current and past TEF pass distribution recipients to gain further insights into their experiences to inform the program process.

The future permanent solution, along with a robust partnership with TEF, will increase access to free and significantly reduced transit passes while reducing the burden on social service organizations through streamlined reporting and a program where each program dollar goes further in terms of transit access.

We extend our sincere gratitude and appreciation to the TEF Board and staff for identifying this opportunity, bringing it to CapMetro and committing to working quickly to deploy the emergency allotment of passes.



ANDREW LEVACK
Board Chair

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Board Member

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Board Member

MARTIN KAREITHI
Board Member

JOHN-MICHAEL CORTEZ
Board Member Emeritus

September 23, 2022

Dear CapMetro Board of Directors,

The Transit Empowerment Fund (TEF) appreciates your recent engagement to address the unique transit needs of people experiencing homelessness. We value the opportunity to learn from advocates and the non-profit organizations we serve on how the TEF's current efforts are not adequately meeting these needs.

The TEF is proud of our service to CapMetro. For over a decade, our volunteer board has implemented policies and procedures that were established by CapMetro with fidelity and accountability. Under your guidance, we have distributed free bus passes through partner organizations that have resulted in over 7.7 million free rides for people experiencing economic challenges.

Despite our significant achievements, we understand that the TEF's current system of distributing passes can be improved. Specifically, we understand there is an expressed need from the community to:

- Reduce the reporting burden of non-profit organizations enrolled in the bus pass program.
- Reduce the financial burden that non-profit organizations incur. Non-profit organizations are currently required to pay a portion of the expenses incurred for deeply discounted passes.
- Increase the number of free passes that low-income riders can access to through the TEF and ensure that there is not significant unmet need for passes.
- Explore how CapMetro's future adoption of technology, including Amp cards and EquiFare, can improve access to transit for low-income riders.
- Explore the feasibility of how free passes can be provided to individuals in need through the HIMS database.

The TEF has agreed upon both short-term and long-term plans to address these needs. In the short-term, the TEF will:

- **Continue to work with CapMetro to reduce the burden of reporting for our non-profit partners.** The TEF has already replaced monthly reporting with quarterly reporting. We are currently determining what information is no longer required from CapMetro so that it can be removed from reports.
- **Invite all current and previous organizations who are/have participated in the TEF Program to engage with the TEF Board in a forum on Wednesday, October 5th from 10:00-11:30am.** The event will allow our partners to share specific concerns, questions, and suggestions for improvement.

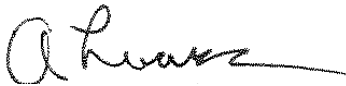
- In early October, **issue an emergency abbreviated Request for Applications (RFA)** that will invite all current and previous organizations who are/have participated in the TEF Program to apply for additional passes at no charge. These additional free passes will be distributed to low-income riders over the next six months and will provide a way for TEF and CapMetro to understand the current unmet need.

In the longer-term, TEF will:

- Work with CapMetro Board and staff to **revisit the policy on whether non-profits should share any cost burden for passes**, and if so, at what rate.
- Work with CapMetro Board and staff to **determine how much more funding would need to be allocated to the TEF** if it eliminated the requirement that non-profit organizations contribute to the cost of deeply discounted passes and if it increased the number of free bus passes distributed to low-income individuals.
- Work with CapMetro Board and staff to **plan for the integration of the Amp Card and Equifare system** and how that will impact the role of the TEF in ensuring access to transportation for low-income individuals.
- Work with CapMetro Board and staff to **pilot a new system that provides free fares through Amp cards for unhoused clients who are documented in the HIMS database.**

The Transit Empowerment Fund Board looks forward to engaging in this work with your support. Indeed, we cannot make these changes without your approval. We hope that this opportunity will facilitate closer collaboration between the TEF and CapMetro Board. Historically, the Transit Empowerment Fund's Board has included representation from a CapMetro Board Member. We have invited your participation on our Board in the past, without success. We hope one of you will reconsider joining the TEF Board. We think it will foster increased collaboration and improved understanding of our work.

Sincerely,



Andrew Levack
Board Chair, Transit Empowerment Fund