~ NOTICE OF MEETING ~
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
Meeting stream: www.capmetrotx.iqm2.com

~ Agenda ~

Board Liaison Ed Easton
512-369-6040

Monday, April 20, 2020 12:00 PM Video Conference Meeting

I. Recognition

II. Public Comment:

III. Board Committee Update:
   1. CAMPO update

IV. Action Items:
   1. Approval of Minutes from the February 24, 2020 and March 17, 2020 Board Meetings.
   2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts with AECOM Technical Services, Inc., HNTB Corporation, and Nelson\Nygaard Consulting Associates, Inc., for General Planning Consulting Services for a term of one (1) base year in an amount not to exceed $3,240,000 and not to exceed Option Year 1 of $2,800,000; Option Year 2 of $2,600,000; Option Year 3 of $2,860,000; Option Year 4 of $2,860,000; Option Year 5 of $2,824,000; and Option Year 6 of $2,816,000 for a total amount not to exceed $20,000,000.
   3. Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2021, to December 31, 2021, and which includes up to four optional one-year extensions.
   4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with ConvergeOne for replacement of the current telephone system technology, for a base period of one year with five one-year options for ongoing maintenance in an amount not to exceed $3,633,125.
   5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Champion Bus, utilizing the Houston Galveston Area Council Purchasing Cooperative, to purchase twenty (20) Paratransit Vans in an amount not to exceed $2,101,073.50 for the purpose of replacing life-expired paratransit vehicles.
6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Progress Rail Services Corporation for the purchase, installation, testing and commissioning of one (1) Defect Detector, three (3) Shifted Load Detectors, and three (3) Dragging Equipment Detectors in an amount not to exceed $386,327 for this contract.

V. Presentations:
   1. Agency COVID-19 Update
   2. President's Report

VI. Executive Session of Chapter 551 of the Texas Government Code:
   Section 551.072 for Real Property Matters

VII. Items for Future Discussion:

VIII. 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: Wade Cooper, Chair; Delia Garza, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Troy Hill; Ann Kitchen, Jeffrey Travillion and Pio Renteria.

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.
Approval of Minutes from the February 24, 2020 and March 17, 2020 Board Meetings.
I. Pledge of Allegiance

II. Safety Briefing

System Safety Program Manager Michael Kram gave the monthly briefing. This month's focus was on using household ladders safely.

III. Recognition

Taryn Feigen from State Representative Celia Israel's staff and Keysha Walcott from State Senator Kirk Watson's staff read a proclamation recognizing Capital Metro on the occasion of the agency's one billionth ride.

As part of the program to recognize Capital Metro's longest-tenured employees, the board recognized Bus Operators Joel Mason and Edward Swan, each of who have been serving the community for more than 40 years. Mr. Swan has been with the agency longer than any other employee.

Chair Cooper then recognized eight employees who were selected as exemplars of Capital Metro's founding principles as part of Black History Month.

Board member Stratton also recognized a group of engineering students from Westwood High School that he had encountered while riding the bus to come to the meeting today.

IV. Public Comment:

Gus Pena, citizen, spoke to behalf of fair and equitable pay raises for bus operators. He had previously been a member of various unions, and wants to make sure that these front line employees are taken care of because they are worthy of a high level of respect.

Amalgamated Transit Union President Brent Payne spoke to say that the ATU had reached a tentative agreement with MV Transportation on a new contract, and that union members would be voting to ratify it over the coming weekend. Mr. Payne spoke about the need for equitable pay and benefits, and the need to have mutual respect between management and union members. Members want to provide a safe ride for the public and serve as the face of Capital Metro. Chair Cooper agreed with Mr. Payne, and said that he appreciates the leadership on both sides.

Susan Pantell, citizen, spoke on the importance of improving the fixed-route bus service as Project Connect moves forward -- she hopes that money for that purpose does not get diverted in favor of other modes. She is also concerned about the possibility of fare increases, and hopes that light rail and bus fares would remain equitable. She also fears that a possible downtown tunnel would be expensive and that the tunnel construction timeline might delay the launch of the system.

(Prior to the Consent Agenda items) Zenobia Joseph, citizen, spoke on an issue that she brought up during last month's Public Comment period and which is reflected in the meeting minutes. She would like to understand what the process is to have Route 392 stop at the traffic light at Braker Lane and North Lamar,
rather than where the construction is currently taking place. This is a serious safety issue. She would like Board member Travillion to clarify whether he is for or against more frequent, safe and reliable service given inconsistencies in prior votes.

(Following the Project Connect and Community Engagement Update) Ms. Joseph spoke again on Project Connect and how it relates to the area of Cameron and Dessau Roads. A project is shown on the CAMPO 2045 plan with eight stops from this area to Tech Ridge and ACC Highland and she is hoping Mr. Couch can address it. The routing is not beneficial to customers in North Austin - it would be much better to go from Cameron and Dessau to downtown. President Clarke commented that the line is part of the vision map that was approved by the board in 2018. We are very early in this process of long-range planning and this is something that we will continue to gather input on as we move forward over many years.

V. Advisory Committee Updates:

1. Update on the Customer Satisfaction Advisory Committee (CSAC)

Yannis Banks, Community Involvement Specialist, provided the monthly report. This month the Committee heard an update from staff on a previous MetroAlerts presentation; an update on the new digital display units that will be installed on buses; a briefing on customer service complaints, comments, and compliments; and a Project Connect update.

2. Update on the Access Advisory Committee (AAC)

Yannis Banks, Community Involvement Specialist, provided the monthly report. This month the Committee heard an update on the Transit Priority Working Group, a partnership between the City of Austin and Capital Metro. They also got a demonstration of the See Something, Say Something app; received an update on operator training; and heard on presentation on the new MetroAlerts system.

VI. Board Committee Updates:

1. Operations, Planning and Safety Committee

New committee Chair Travillion gave the report. This month the Operations Committee took up 4 Action Items, two of which are on today's Consent Agenda, and one of which is an Action Item today.

2. Finance, Audit and Administration Committee

Chair Mitchell presented the report. The committee placed one item on today's Consent Agenda, and also heard updates on current Internal Audit projects. Chair Mitchell complimented the work of that department, appreciating their thoroughness and dedication.

3. CAMPO update

Board member Mitchell reported that CAMPO met on February 10th and took up one action item on the dispersion of federal funding. He also reported that a regional transit study is underway, and that it includes areas outside the Capital Metro service area.

VII. Consent Items

RESULT: ADOPTED [7 TO 0]
MOVER: Delia Garza, Vice Chair
SECONDER: Terry Mitchell, Board Member
AYES: Mitchell, Cooper, Garza, Kitchen, Travillion, Stratton, Hill
AWAY: Renteria

1. Approval of Minutes from the January 27, 2020 Public Hearing and January 27, 2020 Board Meeting.
2. Approval of a resolution authorizing the President & CEO, or his designee, to execute an agreement with Intersection Media LLC to manage Capital Metro’s transit advertising program for a (one) three-year base period with two renewable option periods of two (2) years each with a guaranteed payment to Capital Metro for the base period of $3,312,000.

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with MA Smith Contracting Company, Inc. for the Construction of Leander Quiet Zones, Metro Drive and San Gabriel Parkway project in an amount not to exceed $450,195 plus $45,020 in contingency, for a total board authorized amount of $495,215 for this contract.

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Stertil-Koni USA, Inc. for the purchase of five (5) sets of bus lifts in an amount not to exceed $304,637.

VIII. Action Items:

1. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts with HNTB Corporation, Huitt-Zollars Inc., Bowman Engineering & Consulting, LJA Engineering Inc., and Bridgefarmer & Associates Inc., for General and Railroad Engineering Consulting Services for a term of one base year in an amount not to exceed $900,000 and six option years not to exceed $3,180,000 per year for a total not to exceed amount of $19,998,000.

Vice President of Capital Projects Ken Cartwright presented this item.

The services under this contract are included in each individual project's budget. Each firm meets or exceeds the stated DBE goals, with one firm being a DBE-owned company. The agency is not obligated to spend all of the money allowed under this approval.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Jeffrey Travillion, Board Member
SECONDER: Eric Stratton, Board Secretary
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

IX. Presentations:

1. Project Connect and Community Engagement Update

Manager of Community Involvement Jackie Nirenberg presented her quarterly update on Project Connect public involvement. Jackie stated that there were currently two strategies underway: to raise awareness of Project Connect in the community, and to get public input at key milestones of the project. Jackie summarized recent outreach events and commentary and reported that to date more than 37,000 have been engaged over 550 activities and events. She also summarized next steps in trying to engage members of the public that we traditionally don't hear from.

Project Connect Program Officer Dave Couch followed Jackie and provided a summary of the recent American Public Transportation Association (APTA) peer review of the Project Connect methodology and modeling. The review also looked at projected capital, operating, and maintenance cost projections.

Board member Stratton asked about the effect on the timing of the overall project if the decision is made to move forward with a downtown tunnel. Dave explained that experience in other cities shows that while building a tunnel will take some time, he does not believe that such a tunnel would stretch...
the project timeline. He added that it will also be much easier and less expensive if a tunnel is included at the beginning of the project rather than trying to go back at a later date and add one.

X. Reports:

1. President’s Report

President Clarke gave his monthly report. This month's report included comments related to the new MV Transportation contract with the Amalgamated Transit Union; a recent award for Capital Metro’s Comprehensive Annual Report; the 3rd edition of our quarterly Reaching Higher brochure; and a summary of recent ridership gains -- overall ridership was up 8% in January.

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

Section 551.072 for Real Property Matters regarding Purchase of Property; and Section 551.074 for personnel matters regarding President/CEO FY2020 Performance Metrics.

Into Executive Session: 1:44 p.m.
Out of Executive Session: 2:39 p.m.

XII. Items for Future Discussion:

XIII. Adjournment

ADA Compliance

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BOARD OF DIRECTORS: Wade Cooper, Chair; Delia Garza, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Troy Hill; Ann Kitchen, Jeffrey Travillion and Pio Renteria.

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I. Pledge of Allegiance

II. Public Comment:
There were no members of the public present that wished to speak.

III. Action Item:
1. Approval of a resolution delegating authority during the COVID-19 emergency.
   
   Chief Customer Officer and COO Dottie Watkins presented this item.
   
   Dottie gave a presentation with an overview of the Agency's response to the recent COVID-19 pandemic. These include forming an internal COVID-19 task force, initiating daily calls with members of senior management, adding Public Service placards and informational messaging to all vehicles, and enhanced cleaning of facilities and buses. We are also placing a strong emphasis on keeping employees and contractors safe and to limit their exposure to the virus, including teleworking for those whose jobs support it.
   
   Dottie also announced that due to reduced ridership Capital Metro will also begin operating with reduced service levels beginning Wednesday, March 18th. We will also begin rear-boarding only on fixed-route services.
   
   Board member Stratton asked if there had been any addition cleaning measures taken for our MetroAccess customers and vehicles, given that those customers represent a particularly vulnerable population. Dottie explained that while we do not have the capability to sanitize the vehicles between customers, hand sanitizer is available for both customers and operators. He also asked about the impact of the crisis on contractor employee's sick and annual leave. Dottie explained that we are working with our contractors to find a balance and address the situation.
   
   Board member Travillion asked about our Personal Protection Equipment policies on MetroAccess vehicles. Dottie explained that we have both gloves and hand sanitizer available, and that we have stopped door-to-door service at care facilities where screening is taking place so as to minimize the chances that we might bring infection in.
   
   EVP and Chief Counsel Kerri Butcher presented the resolution following the presentation from Dottie. The resolution delegates some authority to the President & CEO during the crisis to allow normal business to continue.
   
   (The board took a brief recess to read the resolution language.)
   
   After the recess Board member Stratton asked Kerri to clarify the clause granting waiver to certain parts of the Texas Public Information Act. Kerri explained that this makes certain allowances for deadlines under the Act in the time of emergency.
   
   Board member Hill asked for clarification on the end date of these measures. Kerri said that the resolution applies during a state of declared emergency, and will expire when the City and County lift that state.
Chair Cooper thanked the board and staff for their flexibility and ability to adapt to the new situation. President Clarke concurred, and also added that the agency expects to take a financial hit from lowered sales tax and fare revenue. We are well positioned with adequate reserves, but we will need to replace those reserves when the situation ends. Transit is considered a critical need at this time so that the community can continue to have access to groceries, medical, and critical jobs.

**RESULT:** ADOPTED [UNANIMOUS]
**MOVER:** Jeffrey Travillion, Board Member
**SECONDER:** Eric Stratton, Board Secretary
**AYES:** Mitchell, Cooper, Travillion, Stratton, Hill
**ABSENT:** Garza, Kitchen, Renteria

**IV. Executive Session of Chapter 551 of the Texas Government Code:**

Section 551.071 for Consultation with an Attorney; and Section 551.089 for Deliberation of Security Matters

No Executive Session was held.

**V. Items for Future Discussion:**

**VI. Adjournment**

**ADA Compliance**

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**BOARD OF DIRECTORS:** Wade Cooper, Chair; Delia Garza, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Troy Hill; Ann Kitchen, Jeffrey Travillion and Pio Renteria.
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts with AECOM Technical Services, Inc., HNTB Corporation, and Nelson\Nygaard Consulting Associates, Inc., for General Planning Consulting Services for a term of one (1) base year in an amount not to exceed $3,240,000 and not to exceed Option Year 1 of $2,800,000; Option Year 2 of $2,600,000; Option Year 3 of $2,860,000; Option Year 4 of $2,860,000; Option Year 5 of $2,824,000; and Option Year 6 of $2,816,000 for a total amount not to exceed $20,000,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts with AECOM Technical Services, Inc., HNTB Corporation, and Nelson\Nygaard Consulting Associates, Inc., for General Planning Consulting Services for a term of one (1) base year in an amount not to exceed $3,240,000 and not to exceed Option Year 1 of $2,800,000; Option Year 2 of $2,600,000; Option Year 3 of $2,860,000; Option Year 4 of $2,860,000; Option Year 5 of $2,824,000; and Option Year 6 of $2,816,000 (Est. Total Options $16,760,000) for a total amount not to exceed $20,000,000.

FISCAL IMPACT
Funding for this action is available in the FY2020 Operating and Capital Budgets.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Customer Experience
3. Sustainability
4. Valued Community Partner

Strategic Objectives:
1.2 Ridership
1.4 Customer Satisfaction
3.2 Customers/Revenue Hour
4.3 Project Connect Program Progress

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 short and long range 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. In addition, the Consultant is required to support Capital Metro with grant application development including cost benefit analysis and other requirements.

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 2020 budget and in the Long-Range financial plan.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on April 20, 2020.

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 PARTICIPATION:
The DBE goal is 10%. The prime contractors will meet or exceed the goal utilizing the following DBE subcontractors:

<table>
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<tr>
<th>Prime Contractors</th>
<th>DBE Subcontractors</th>
<th>Race/ Gender</th>
<th>Services / Products</th>
<th>DBE Responsive</th>
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<tbody>
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<td>Alliance Transportation Group, Inc., Austin, TX</td>
<td>Caucasian Female</td>
<td>Ridership forecasting evaluation, Planning and scheduling</td>
<td>10%</td>
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<tr>
<td></td>
<td>McGraw &amp; McGraw Land Surveyors, Inc., Austin, TX</td>
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<td>Land Survey Services</td>
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<tr>
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<td>The Rios Group, Fort Worth, TX</td>
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<td>Subsurface Utility Engineering Services</td>
<td>2%</td>
</tr>
<tr>
<td>Company Name</td>
<td>Service Description</td>
<td>Percentage</td>
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<tr>
<td>Nelson\Nygaard Consulting Associates, Inc.</td>
<td>Transit-Oriented development planning, Placement Consulting</td>
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<tr>
<td>Cultural Strategies, Inc.</td>
<td>Public and Stakeholder Engagement</td>
<td>5%</td>
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<tr>
<td>HNTB Corporation</td>
<td>Safety and Security Consulting</td>
<td>2%</td>
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<tr>
<td>Concept Development &amp; Planning, LLC</td>
<td>Public Involvement Project Delivery</td>
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<td>Civic Collaboration, LLC</td>
<td>Facilitation</td>
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<td>Cox</td>
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<td>Environmental Services</td>
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<td>Cross-Spectrum Acoustics, Inc.</td>
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<tr>
<td>MWM Design Group</td>
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<td>2%</td>
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<tr>
<td>Sunland Group, Inc</td>
<td>Cost Estimating</td>
<td>1%</td>
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**TOTAL**                                             14%
PROCUREMENT: On November 7, 2019 a request for Statements of Qualifications was issued and formally advertised. By the closing date of December 13, 2019, six (6) 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 similar size, scope, complexity, and nature; and

(2) Methodology and quality of the work plan proposed to meet project objectives; and

(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; and

(4) 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; and

(5) The qualifications of the Project Team members.

The submittals from the selected final three offerors were rated Excellent, all factors considered. Capital Metro is in the process of negotiating pricing based on cost and market evaluation of the hourly rates, overhead and profit for similar services. The contracts are indefinite delivery, task order contracts. The term is one (1) base year from the Notice of Award with six (6) option year periods.

Total cumulative amount of award not to exceed $3,240,000 for the base period, and $16,760,000 for all option periods for a total amount not to exceed $20,000,000.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development Department
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1175)
General Planning Consulting Services Contract Award

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 President & CEO, or his designee, is authorized to finalize and execute contracts with AECOM Technical Services, Inc., HNTB Corporation, and Nelson\Nygaard Consulting Associates, Inc., for General Planning Consulting Services for a term of one (1) base year in an amount not to exceed $3,240,000 and not to exceed Option Year 1 of $2,800,000; Option Year 2 of $2,600,000; Option Year 3 of $2,860,000; Option Year 4 of $2,860,000; Option Year 5 of $2,824,000; and Option Year 6 of $2,816,000 (Est. Total Options $16,760,000) for a total amount not to exceed $20,000,000.

________________________
Secretary of the Board
Eric Stratton

Date: ______________________
Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2021, to December 31, 2021, and which includes up to four optional one-year extensions.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2021, to December 31, 2021, and which includes up to four optional one-year extensions.

FISCAL IMPACT
Refer to executive summary for clarification.

STRATEGIC PLAN:
Strategic Goal Alignment:
4. Valued Community Partner

Strategic Objectives:
4.4 Organizational Partner Satisfaction

EXPLANATION OF STRATEGIC ALIGNMENT:
Execution of an ILA with the City of Austin will maintain a strong partnership that supports Capital Metro’s mission and vision. The ILA has the potential to increase ridership on Capital Metro services and increase revenue.

BUSINESS CASE:
The proposed ILA will help maintain a strong partnership with the City of Austin that supports Capital Metro’s strategic objectives. An expiring ILA has been well utilized by City of Austin employees, and the proposed ILA has the potential to increase the usage of our services by City of Austin employees.

COMMITTEE RECOMMENDATION:
This agenda item was presented to the full board on April 20, 2020.

EXECUTIVE SUMMARY:
As part of Capital Metro’s desire to build strong community partnerships that further Capital Metro’s mission and vision and as part of Capital Metro’s and the City of Austin’s continued joint effort to promote sustainability through transportation alternatives, the proposed agreement is an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2021, to December 31, 2021, and which includes up to four optional one-year extensions.

DBE/SBE PARTICIPATION: Does not apply.
PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Marketing
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1217)
City of Austin ILA for Transit Passes

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro 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 President & CEO, or his designee, is authorized to execute an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2021, to December 31, 2021, and which includes up to four optional one-year extensions.

________________________
Date: _____________________

Secretary of the Board
Eric Stratton
AGREEMENT BETWEEN

THE CITY OF AUSTIN
AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR
TRANSIT SERVICES

This agreement by and between the City of Austin, a home rule municipal corporation, ("City") and Capital Metropolitan Transportation Authority ("Capital Metro") a transportation authority organized under the provision of the Texas Transportation code, Chapter 451, ("Agreement"), dated effective January 1, 2021 ("Effective Date"), is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Capital Metro and the City are referred to in this Agreement individually as a “Party” and collectively as the "Parties".

Each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each Party represents and warrants that the compensation to be made to the performing Party contemplated in this Agreement are in amounts that fairly compensate the performing Party for the services or functions described in this Agreement and are made from current revenues available to the paying Party.

Recognizing the importance of a regional mobility system, and the desire to encourage access to public transportation, , the Parties enter into this Agreement as follows:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of Capital Metro. Subject to the provisions of the terms and conditions contained herein, Capital Metro is to provide the services set forth in Section 2, Scope of Work.

1.2 Responsibilities of Capital Metro. Capital Metro shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for Capital Metro to perform services beyond those stated in the Scope of Work, Capital Metro and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 Responsibilities of the City. The City’s Contract Manager shall be responsible for exercising general oversight of the activities and services under this Agreement. Specifically, the Contact Manager shall represent the City’s interests in resolving day-to-day issues that may arise during the term of this Agreement. The City shall participate regularly in conference calls or meetings for status reporting, promptly review any written reports submitted by Capital Metro, and approve all invoices for payment, as appropriate. The City’s Contract Manager shall provide Capital Metro timely feedback on the acceptability of progress and task reports.

1.4 Designation of Key Personnel. Capital Metro’s Contract Manager for this Agreement is Greg Buford, 512-389-7449. The City’s Contract Manager for the engagement is Christopher Echols 512-974-3409. Each Party will give written notice to the other Party of any changes to the foregoing information.

SECTION 2. SCOPE OF WORK

2.1 Capital Metro’s Obligations. Capital Metro shall fully and timely provide all deliverables described herein in accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.
2.2 **Purpose.** Employees of the City ("City Employees") shall have access and use of Capital Metro’s transit services which consist of bus service and rail service, RideShare vanpool service, and MetroAccess paratransit service (collectively, the "Services") upon presentation of a valid transportation pass.

2.3 **Tasks.**

2.3.1 Capital Metro shall allow City Employees to have unlimited use of Capital Metro’s bus, rail, Pickup by Metro and MetroAccess services upon presentation of a valid transit pass and, if requested by a Capital Metro service operator or representative, a City identification badge. Capital Metro shall deliver annual transit passes for bus service, rail service, and MetroAccess service (collectively, "Transit Passes") to the City’s Human Resources Department who shall distribute the passes to City Employees. Capital Metro shall deliver 5,000 Transit Passes for bus and rail services and 100 Transit Passes for MetroAccess services to the City no later than December 1, 2020 and December 1 each subsequent year of the Agreement. Upon the City’s request, Capital Metro shall deliver additional Transit Passes to the City on dates agreed to by the Parties throughout the Term of the Agreement.

2.3.2 Capital Metro shall allow City Employees to have unlimited use of Capital Metro’s rideshare vanpool services upon approval by Contract Manager. Vanpool subsidies shall be applied to all City Employee riders approved by Capital Metro. Vanpool riders approved after the fifth of any month shall have subsidies applied the month following.

2.3.3 Capital Metro shall monitor, compile, and analyze bus, rail, and vanpool ridership through the use of Transit Passes, bus fare boxes, rail platform card validators, and vanpool participant data. Capital Metro shall provide monthly agreed upon reports to the City based on this data. Monthly reports must be received by the 20th of the month in which the subject data was collected. Capital Metro and the City shall reconcile services and City Employee eligibility each quarter. Notwithstanding the foregoing, MetroAccess or Pickup by Metro ridership analysis is available upon request, contingent on the City providing a list of employee names/client IDs.

2.3.4 The City shall promote transit use to their City Employees with the assistance of the Capital Metro Community Engagement Office.

2.3.5 City Employees eligible for MetroAccess service must follow Capital Metro’s process for reservations and services.

2.3.6 Capital Metro and the City mutually understand the need for coordination and prior approval(s) of their respective governing bodies regarding services, activities and initiatives that involve additional funds.

**SECTION 3. COMPENSATION**

3.1 **Agreement Amount.**

3.1.2 The City shall pay Capital Metro for Transit Passes at a cost that is discounted by a thirty percent (30%) off standard fare pricing for all Local bus service (MetroBus, UT Shuttle, MetroRapid and High-Frequency Routes, and Pickup by Metro) and all Commuter service (All Local services, plus MetroExpress Routes and MetroRail).

3.1.3 The City shall reimburse Capital Metro $85.00 a month per City Employee for access to RideShare vanpool services. City Employees shall reimburse Capital Metro (or a designated contractor) for any fees exceeding the $85.00 paid by the City for vanpool services.

3.1.4 The City shall reimburse Capital Metro $46.50 a month per City Employee for access to MetroAccess paratransit services. City Employees shall reimburse Capital Metro (or a designated contractor) for any fees exceeding the $46.50 monthly fee paid by the City for paratransit services.
3.1.5 The City shall reimburse Capital Metro for the cost of printing 5,100 Transit Passes for Services at a rate of $0.45 per pass for an annual cost of $2,295.00. If additional Transit Passes are required, the City shall reimburse Capital Metro $0.45 per Transit Pass.

3.2 Invoices. Capital Metro shall submit quarterly invoices with ridership data to the City no later than the 25th of the month following quarter end.

3.2.1 Based upon reconciled ridership services and City Employee eligibility each quarter, Capital Metro shall submit itemized invoices including ridership data reports for the Services.

3.2.2 Invoices shall contain a non-duplicated invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department’s Name, and the name of the point of contact for the Department. Invoices shall be itemized and submitted no later than 30 days after the end of each quarter. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Capital Metro’s invoice. Invoices received without all required information cannot be processed and shall be returned to Capital Metro. Invoices shall be mailed to the address below:

City of Austin
Human Resources Department,
Employee Benefits Division
Attn: Christopher Echols
P. O. Box 1088
Austin, Texas 78767

3.3 Payment.

3.3.1 All proper invoices received by the City shall be paid within thirty (30) calendar days of the City’s receipt of the invoice and ridership data reports.

3.3.2 If payment is not made timely (per this Section 3.3), interest shall accrue on the unpaid balance at the lesser of one percent (1%) per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4 Non- Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding. The City’s payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Capital Metro. The City shall provide Capital Metro written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there shall be no penalty nor removal fees charged to the City. The City shall be responsible for payment for all Services through the date of the termination, and upon termination, City Employees shall cease to utilize the Transit Passes for the Services.

SECTION 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement ("Term") shall become effective on January 1, 2021 ("Effective Date") and may be extended thereafter for up to four (4) twelve (12) month extension periods in the amount per extension as described in Section 3.1. The Parties may exercise an extension period by written agreement
executed by Capital Metro’s President/CEO or her/his designee and the City Purchasing Officer or his/her designee.

4.2 **Right to Assurance.** Whenever one Party to the Agreement in good faith has reason to question the other Party’s intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

4.3 **Default.** Either Party shall be in default under the Agreement if either Party (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, or (b) fails to provide adequate assurance of performance under the Right to Assurance paragraph contained herein.

4.4 **Termination.** Either Party shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days’ prior written notice. Upon receipt of a notice of termination, Capital Metro shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay Capital Metro, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof. Upon termination of the Agreement, City Employees shall cease to utilize the Transit Passes for the Services.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance.**

5.1.1 **General Requirements.**

5.1.1.1 Capital Metro shall at, a minimum, carry insurance in the types and amounts indicated herein for the duration of the Agreement.

5.1.1.2 Capital Metro shall provide a Certificate of Insurance as verification of coverage required below to the City at the below address prior to Agreement execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 Capital Metro shall forward a Certificate of Insurance to the City whenever a previously identified policy period has expired as verification of continuing coverage.

5.1.1.4 Capital Metro shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of Capital Metro hereunder and shall not be construed to be a limitation of liability on the part of Capital Metro.

5.1.1.5 Capital Metro shall submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the Agreement.

5.1.1.6 Capital Metro’s and all subcontractors’ insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+ VII or better.

5.1.1.7 All endorsements naming the City as additional insured as well as the Certificate of Insurance shall contain the Agreement contract number, the Buyer’s name and address, and shall be mailed to the address below:

City of Austin
Purchasing Office
Attn: Annie Atwood
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The “other” insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and Capital Metro, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in this section, Capital Metro shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any
reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as Capital Metro.

5.1.1.12 Capital Metro shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. Capital Metro shall be responsible for providing to City immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the carrier notice received by Capital Metro to the City within two business days or by endorsement of the policies to require notice to the City to be provided by the insurer.

5.1.1.13 Capital Metro shall be responsible for providing to premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 Capital Metro shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage indicated within the Agreement.

5.1.2 **Specific Coverage Requirements.** Capital Metro shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of Capital Metro.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $500,000 for coverage A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Contracts related to the project.

5.1.2.1.2 Independent Contractor’s Coverage.

5.1.2.1.3 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** Capital Metro shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 The City of Austin listed as an additional insured, Endorsement CA 2048, or equivalent coverage.

5.1.2.3 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City’s review and approval.

5.1.2.4 **Certificate.** The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies.

5.2 **Equal Opportunity.**
5.2.1 **Equal Employment Opportunity.** This Agreement does not abrogate Capital Metro’s responsibility to comply with all applicable federal, state and local non-discrimination laws.

5.2.2 **Americans with Disabilities Act (ADA) Compliance.** Capital Metro or Capital Metro’s agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Rights to Contractual Material.** All material submitted by Capital Metro to the City shall become property of the City upon receipt. Any portions of such material claimed by Capital Metro to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, of the Texas Government Code.

**SECTION 6. MISCELLANEOUS**

6.1 **Compliance with Health, Safety, and Environmental Regulations.** Capital Metro, its subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the Services. In case of conflict, the most stringent safety requirement shall govern.

6.2 **Right to Audit.** Capital Metro agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to and the rights to audit, examine, or reproduce, any and all records of Capital Metro related to the performance under this Agreement. The Parties shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters related to the Agreement are resolved, whichever is longer. Capital Metro agrees to refund to the City any overpayments disclosed by any such audit.

6.3 **Claims.** If any claim, demand, suit, or other action is asserted against a Party which arises under or concerns the Agreement, or which could have a material adverse effect on the other Party’s ability to perform thereunder, the accused Party shall give written notice thereof to the other Party within ten (10) calendar days after receipt of notice by the accused Party. Such notice shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice to the City shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West Second Street, Fourth Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767. Such notice to Capital Metro will be in accordance with Section 6.4 of this Agreement.

6.4 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and Capital Metro shall be addressed as follows:

<table>
<thead>
<tr>
<th>To the City:</th>
<th>To Capital Metro:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin, Purchasing Office</td>
<td>Capital Metropolitan Transportation Authority</td>
</tr>
<tr>
<td>Attn: Corporate Contract Administrator</td>
<td>Attn: Vice President Marketing and Communications</td>
</tr>
<tr>
<td></td>
<td>Additional copy to: Kerri L. Butcher, Chief Counsel</td>
</tr>
<tr>
<td>P.O. Box 1088</td>
<td>2910 East Fifth Street</td>
</tr>
<tr>
<td>Austin, TX 78767</td>
<td>Austin, Texas 78702</td>
</tr>
</tbody>
</table>

6.5 **Advertising.** Neither Party shall advertise or publish works without the other Party’s prior consent nor the fact that both Parties have entered into this Agreement, except to the extent required by law.

6.6 **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Capital Metro’s services shall be those of an independent
6.7 **Modifications.** The Agreement can be modified or amended only by written documentation signed by both Parties. No pre-printed or similar terms on any Capital Metro invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement. The City Manager and the Capital Metro President/CEO shall have the authority to negotiate and execute amendments to this Agreement without further City Council action or action from the Capital Metro Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective City substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code or as otherwise provided in this Agreement. Except as otherwise provided in this Agreement, any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

6.8 **Interpretation.** The Agreement is intended by the Parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the Parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one Party, it is the intent of the Parties that all provisions be construed in a manner to be fair to both Parties, reading no provisions more strictly against one Party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

6.9 **Dispute Resolution.** If a dispute arises out of or relates to the Agreement, or the breach thereof, the Parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each Party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

6.10 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the Parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

6.11 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

6.12 **Waiver; Consents.** No consent or waiver, express or implied, by either Party hereto or of any breach or default by the other Party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of either Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

6.13 **Force Majeure.** Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots,
civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services shall be extended; provided, however, in such an event, a conference shall be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

6.14 **Remedies.** All rights, powers and remedies granted to either Party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either Party. No delay or omission by either Party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either Party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

6.15 **Assignment.** No Party here to shall have the right, power or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, without the prior written approval of the other Party.

6.16 **Successor in Interest.** All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns and nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions of this Agreement; this Agreement and conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Parties and for the benefit of no other person.

6.17 **Right to Sue.** Capital Metro and the City have the exclusive right to bring suit to enforce this Agreement, and no other Party may bring suit, as a third party beneficiary or otherwise, to enforce this Agreement.

6.18 **Sovereign Immunity.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.

6.19 **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.

6.20 **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 to the subject matter contained in this Agreement.

6.21 **Contracting Authority.** The Parties' execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In witness whereof, the Parties have caused duly authorized representatives to execute this Agreement on the dates set forth below to be effective as of the Effective Date.

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

**CITY OF AUSTIN**
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with ConvergeOne for replacement of the current telephone system technology, for a base period of one year with five one-year options for ongoing maintenance in an amount not to exceed $3,633,125.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with ConvergeOne for replacement of the current telephone system technology, for a base period of one year with five one-year options for ongoing maintenance in an amount not to exceed $3,633,125.

FISCAL IMPACT:
Funding for this action is available in the FY2020 Capital Budget and future fiscal year Operating Budgets.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Customer Experience; 3. Sustainability

Strategic Objectives:
1.3 Net Promoter Score/Customer Satisfaction, 3.6 Adherence to State of Good Repair Program

EXPLANATION OF STRATEGIC ALIGNMENT:
Acquiring a replacement telephone system with new features such as chat and text messaging will improve the customer experience, meet the expectations of our growing technology preferred customers and assure effective communications with our disabled customers that depend on multiple modes of communication. Maintaining the telephone system in a state of good repair ensures stable and reliable technology available to both internal and external customers.

BUSINESS CASE:
This procurement is a state of good repair and innovative technology initiative to replace the existing telephone system technology that has exceeded its useful life and is no longer supported by the manufacturer, as well as to obtain ongoing maintenance. The telephone system technology was upgraded in 2011. The lifecycle of the typical telephone system is five to seven years. The telephone system is used by Customer Care and Metro Access call centers for customer interaction such as providing general information, trip planning, comments or concerns as well as booking and managing paratransit trips. The new and innovative features, such as text and chat improve accessibility and the experience of our customers. These new features, such as automatically calling the customer back when an agent becomes available will reduce on-hold times and will also increase the productivity of the call centers. Maintaining the telephone system technology in a state of good repair ensures stable and reliable technology available to both internal and external customers.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on April 20, 2020.
EXECUTIVE SUMMARY:
This contract will provide for the replacement of the existing telephone system technology that is past its useful life to ensure stable and reliable systems available to both internal and external customers. At the same time, we will introduce new features that will enhance the customer experience and improve the productivity of the call centers.

SBE PARTICIPATION:
No SBE goal is assigned to this procurement. However, the prime contractor met the requirements of the originating contracting entity to establish a good faith effort with 12% commitment on small business participation. We are working with the prime in selecting the subcontractors.

PROCUREMENT:
The Authority will utilize the Department of Information Resources (DIR) contract #DIR-TSO-4308, held by ConvergeOne, to supply Data Storage, Data Communications & Networking Equipment and Related Services.

DIR 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 DIR contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the Telephone System Replacement was determined to be fair & reasonable by DIR’s organization during its solicitation and award process.

The contract is a fixed price contract. The term of the Contract is one (1) year from notice to proceed and contains five (5) Optional Years for licensing, maintenance and support.

The DIR pricing offered by ConvergeOne is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone System Replacement</td>
<td>$1,362,973.00</td>
</tr>
<tr>
<td>Base Year: Licensing, Maintenance and Support</td>
<td>$414,860.00</td>
</tr>
<tr>
<td>Option Year 1: Annual Licensing, Maintenance and Support</td>
<td>$367,716.00</td>
</tr>
<tr>
<td>Option Year 2: Annual Licensing, Maintenance and Support</td>
<td>$357,571.00</td>
</tr>
<tr>
<td>Option Year 3: Annual Licensing, Maintenance and Support</td>
<td>$414,861.00</td>
</tr>
<tr>
<td>Option Year 4: Annual Licensing, Maintenance and Support</td>
<td>$357,571.00</td>
</tr>
<tr>
<td>Option Year 5: Annual Licensing, Maintenance and Support</td>
<td>$357,571.00</td>
</tr>
<tr>
<td>Grand Total for Base and Options:</td>
<td>$3,633,123.00</td>
</tr>
</tbody>
</table>
RESPONSIBLE DEPARTMENT: Information Technology
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2018-919)
Telephone System Replacement

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide adequate state of good repair for the telephone system technology; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide continued telephone system performance, reliability and security to its customers.

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 with ConvergeOne for replacement of the current telephone system technology for a base period of one year with five one-year options for ongoing maintenance in an amount not to exceed $3,633,125.

________________________
Secretary of the Board
Eric Stratton

Date: _____________________
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Champion Bus, utilizing the Houston Galveston Area Council Purchasing Cooperative, to purchase twenty (20) Paratransit Vans in an amount not to exceed $2,101,073.50 for the purpose of replacing life-expired paratransit vehicles.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Champion Bus, utilizing the Houston Galveston Area Council Purchasing Cooperative, to purchase twenty (20) Paratransit Vans in an amount not to exceed $2,101,073.50 for the purpose of replacing life-expired paratransit vehicles.

FISCAL IMPACT
Funding for this action is available in the FY2020 Capital Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
3. Sustainability

Strategic Objectives:
3.6 Adherence to State of Good Repair Program

EXPLANATION OF STRATEGIC ALIGNMENT:
This item will allow for the replacement of revenue vehicles used in demand response paratransit services. The vehicles being replaced have exceeded their useful life and need replacement to maintain a state of good repair.

BUSINESS CASE:
To maintain a state of good repair of the fleet, Capital Metro establishes a fleet plan for scheduled replacement of vehicles. This item will allow for replacements of 20 vehicles under that plan. The vehicles being retired have exceeded their scheduled useful life.

COMMITTEE RECOMMENDATION:
This item will be presented to the full board on April 20, 2020.

EXECUTIVE SUMMARY:
As part of the Capital Budget planning process, Capital Metro establishes a fleet plan for scheduled replacement of paratransit vehicles. This plan details each vehicle’s year of purchase and planned year of replacement. The Federal Transit Administration requires federally funded paratransit vehicles to be kept in service for a minimum of 5 years. Capital Metro reviews that age, mileage, and overall condition of the vehicles when establishing a retirement date. This contract will allow for the replacement of 20 vehicles that will have exceeded 5 years of service at their retirement.
DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT:
The contract will utilize the Houston-Galveston Area Council (H-GAC) Contract No. BT01-19 held by Creative Bus Sales, Inc. to sell Champion branded wheelchair accessible paratransit vans.

H-GAC 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 H-GAC contracts satisfy otherwise applicable bidding requirements. Pricing for the Champion Paratransit Vans was determined to be fair & reasonable by the H-GAC during its solicitation and award process.

H-GAC pricing for Champion Paratransit Vans is referenced as follows:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Required Delivery Date</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Paratransit Vans, 23 Foot with 2 wheelchair capacity</td>
<td>9/30/2020</td>
<td>10</td>
<td>$102,590.14</td>
<td>$1,025,901.40</td>
</tr>
<tr>
<td>2</td>
<td>Paratransit Vans, 25 Foot with 3 wheelchair capacity</td>
<td>9/30/2020</td>
<td>10</td>
<td>$107,457.21</td>
<td>$1,074,572.10</td>
</tr>
<tr>
<td>3</td>
<td>H-GAC Fee:</td>
<td></td>
<td></td>
<td>$600.00</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total Price (Items 1 Through 3 Inclusive): $2,101,073.50

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Operations
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1212)
Paratransit Vehicle Replacement

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to maintain their fleet in a state of good repair; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to replace life-expired vehicles.

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 with Champion Bus, utilizing the Houston Galveston Area Council Purchasing Cooperative, to purchase twenty (20) Paratransit Vans in an amount not to exceed $2,101,073.50 for the purpose of replacing life-expired paratransit vehicles.

________________________                                     Date: ______________________
Secretary of the Board                                          
Eric Stratton
Paratransit Vehicle Replacement
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Progress Rail Services Corporation for the purchase, installation, testing and commissioning of one (1) Defect Detector, three (3) Shifted Load Detectors, and three (3) Dragging Equipment Detectors in an amount not to exceed $386,327 for this contract.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Progress Rail Services Corporation for the purchase, installation, testing and commissioning of one (1) Defect Detector, three (3) Shifted Load Detectors, and three (3) Dragging Equipment Detectors in an amount not to exceed $386,327 for this contract.

FISCAL IMPACT:
Funding for this action is available in the FY2020 Capital Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Customer Experience
3. Sustainability

Strategic Objectives:
1.1 On Time Performance
1.2 Ridership
1.3 Customer Satisfaction
3.7 Adherence to Safety Management System

EXPLANATION OF STRATEGIC ALIGNMENT:
This agenda item is in alignment with Capital Metro’s commitment to provide a safe and reliable transportation system to its customers.

BUSINESS CASE:
The rail defect detectors which are being installed on the railroad right-of-way provide a safety envelope on the commuter corridor that detect common freight car defects that could result in damage or derailment.

COMMITTEE RECOMMENDATION:
This item will be presented to the full board on April 20, 2020.

EXECUTIVE SUMMARY:
Rail defect detectors are devices designed to detect or identify potential flaws that may lead to damage or derailment. Capital Metro is implementing: (1) a Defect Detector to detect overheating from failed wheel bearings on moving train axles, (2) Shifted Load Detectors to identify trains with shifted containers that can become hazards to bridges and station platforms, and (3) Dragging Equipment Detectors to detect dragging equipment under a moving train that may damage track wires or other track structures.
SBE PARTICIPATION:
The SBE goal is 17%. The prime contractor has established Good Faith Efforts and will be utilizing the following SBE subcontractor:

<table>
<thead>
<tr>
<th>SBE Sub-contractor</th>
<th>Race/Gender</th>
<th>Services/Products</th>
<th>SBE Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trinity Freight Services LLC, Fresno, TX</td>
<td>Black Female</td>
<td>Long Haul Freight</td>
<td>0.76%</td>
</tr>
</tbody>
</table>

PROCUREMENT:
On January 17, 2020, an Invitation for Bids was issued and formally advertised. By the closing date of March 2, 2020, five (5) bids were received.

Progress Rail was deemed the lowest responsive, responsible bidder and submitted all the required documents with their bid, which was received prior to the established date and time for the receipt of bids. Progress Rail is not debarred on the Federal or State Debarred vendor lists. The price was determined to be fair and reasonable based on adequate competition. The contract is a fixed, lump sum contract. The period of performance is 120 calendar days from notice to proceed.

RESPONSIBLE DEPARTMENT: Rail Operations
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1159)

Rail Defect Detectors

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management strive to improve the overall safety of the transit services by implementing rail defect detectors; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to execute this contract to allow Capital Metro to complete the installation of these safety devices.

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 with Progress Rail Services Corporation for the purchase, installation, testing and commissioning of one (1) Defect Detector, three (3) Shifted Load Detectors and three (3) Dragging Equipment Detectors in an amount not to exceed $386,327 for this contract.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
Rail Defect Detectors

Board Meeting
April 20, 2020
Images for Reference

Dragging Equipment Detector

Defect Detector

Source:

Shifted Load Detector

Source:
THANK YOU!
TITLE: Agency COVID-19 Update
COVID-19 Response & Recovery
Service Adjustments

- Responding to reduced demand and social distancing guidance
- Prioritizing coverage and access
- Consistent customer communication
- Meeting the needs of customers making essential trips
COVID-19 Safety Measures

CAPMETRO SAFETY MEASURES

- Adjusted Service Schedule
- "Skip a Seat" Signs
- Rear Door Boarding
- Masks for Frontline Staff
- Enhanced Cleaning Procedures
- Safely Equipped Operators
- Safe Distance
- Operator Safety Boundary
- Sidewalk Decals
- Free Fare Service
Capital Metro Supports the Frontline

All Hands Program

- Midday vehicle cleaning
- Installation of safety signage
- PPE inventory and distribution
- Frontline appreciation meals
- Other critical support duties
Capital Metro Supports Staff

- Supplemental Sick Leave for all Capital Metro and transit service provider employees
- Families First Coronavirus Response Act Leave implemented
- Employee Emergency Fund
- Access to Priority COVID Testing for Front Line employees
- Telemedicine Benefits
- Teleworking support
- Weekly Virtual Town Halls
Capital Metro Supports the Community

• Over 100,000 meals delivered!
The Community Supports Capital Metro

[Images of people holding masks, signs thanking bus drivers, and children drawing pictures of masks and thank you messages.]
Recovery & Implementation Plan

- Post Pandemic Recovery and Improvement Planning Task Force
- Creating a decision framework to address post-COVID transit needs
  - Identifying key ‘known unknowns’ that would impact service, the organization and the industry
  - Identifying and planning with event-based triggers for adjusting service levels, operations/staffing, fare collection, workforce planning and future scenarios
  - Supported by executives & representatives of key disciplines

- Evaluate Various Planning Horizons
  - Short Term - - Intermediate - - Long Term
Financial Impact Update
Reinet Marneweck, EVP, Chief Financial Officer
Potential Financial Impact

- Sales Tax: anticipate significant reductions
- Daily ridership dropped >60%
  - Fare Revenue decreases in March
  - Free fares in April
- Loss of advertising revenue
- Additional Expenses
  - Pandemic sick leave to employees and service providers
  - Enhanced cleaning and safety products and procedures
- Deferred $7.7M in capital and $11.9M in operating projects
Potential Revenue Impact

Lost revenue could add up to $8.7M - $13.2M each month
## Available Funds

<table>
<thead>
<tr>
<th>Funding Sources</th>
<th>$’Million</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statutory Operating Reserve</td>
<td>$41.0</td>
</tr>
<tr>
<td>Budget Stabilization Reserve</td>
<td>20.5</td>
</tr>
<tr>
<td><strong>Subtotal Budgetary Reserves</strong></td>
<td>61.5</td>
</tr>
<tr>
<td>FY2020 Contribution Capital Expansion Fund</td>
<td>10.0</td>
</tr>
<tr>
<td>FY2019 Capital Expansion Fund balance</td>
<td>40.0</td>
</tr>
<tr>
<td><strong>Total Unrestricted Fund Balances</strong></td>
<td>$111.5</td>
</tr>
</tbody>
</table>
CARES Act relief

- Distributes per Formula funds proportionately
  - 5307 & 5337 CMTA apportionment is $102M

- Eligible Uses
  - Funds to Prevent, Prepare for, and Respond to COVID-19
  - Operating Expenses, Beginning on January 20, 2020:
    - Operating Costs to Maintain Service
    - Lost Revenue Due to Coronavirus
    - Purchase of Personal Protective Equipment
    - Paying Administrative Leave of Operations Personnel

- Federal Share is 100 percent

- Direct grant from FTA to Cap Metro
  - Not included in Transportation Improvement Programs (TIPs)
CARES Act relief

Thanks to the CARES Act, we are able to continue serving those that need us most. Thank you to the Delegation & the Administration for prioritizing transit so we can take care of our community members who perform essential jobs or need access to critical services. (1/2)

Capital Metro is grateful for the work done by the Central Texas delegation in Washington to deliver the support our frontline staff needs in this crisis. We have lost a significant amount of revenue from unrealized sales tax and the necessary drop in ridership. This funding will be used to support our operations, covering costs related to sick time, as well as the extra expenses that come with the enhanced cleaning procedures we've implemented.

Randy Clarke @CapMetroCEO · Apr 2
Very much Appreciate TX Congressional Delegation & Administration for stepping up for transit so we can continue to step up for our community! Big Kudos to @SecElaineChao @FTA_DOT Administrstor & their staff for the quick work getting the funding out the door! #AllInThisTogether

Capital Metro capitalmetroTX · Apr 2
Thanks to the CARES Act, we are able to continue serving those that need us most. Thank you to the Delegation & the Administration for prioritizing transit so we can take care of our community members who perform essential jobs or need access to critical services. (1/2)

Show this thread
We’re **ALL** in this **TOGETHER**.

METRO