

~ NOTICE OF MEETING ~
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
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~ Agenda ~

Board Liaison Ed Easton
512-369-6040

Monday, September 28, 2020

12:00 PM

Video Conference Meeting

I. Recognition

II. Public Comment:

III. Advisory Committee Updates:

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

IV. Board Committee Updates:

1. Operations, Planning and Safety Committee
2. CAMPO update
3. Finance, Audit and Administration Committee

V. Consent Items

1. Approval of minutes from the July 27, 2020 and August 7, 2020 joint meetings with Austin City Council, and August 24, 2020 board meeting.
2. Approval of a resolution authorizing the President & CEO, or his designee, to execute a contract with Keyrus USA, Inc., for professional consulting services in the implementation of an Enterprise Data Warehouse and Business Intelligence system in an amount not to exceed \$1,634,900.
3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to contribute \$75,000 each year over a three year period for the installation of Pedestrian Hybrid Beacon units for a total not to exceed amount of \$225,000.
4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of transit service for an amount not to exceed \$392,301 in FTA funds and \$619,369 in local funds from the City of Georgetown.

5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to the City of Georgetown for a period of one year in an amount not to exceed \$900,000.

6. Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a one-year Amended and Restated 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 \$233,308 in FTA Section 5307 funds and \$513,867 in local funds from Travis County per year.

7. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 1 to Supplement No. 10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of one year in an amount not to exceed \$229,878.

8. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 3 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 \$778,572.

9. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service for an amount not to exceed \$200,157 in FTA funds and \$310,235 in local funds from the City of Pflugerville.

10. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 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 \$682,000.

11. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 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 \$200,000.

VI. Action Items:

1. Approval of a resolution recognizing Senator Kirk Watson for his service to our community.

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for Construction Observation and Coordination Services with Aken Industries, LLC, Freese and Nichols, Inc. and Square One Consultants, Inc. for one, two-year base period and five, one-year option periods for a combined seven year total amount not to exceed \$14,000,000.

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Tolar Manufacturing for the fabrication and delivery of bus stop shelters with solar lights for one base year and four option years in the amount of \$870,760, plus \$435,380 (50%) contingency for a total not to exceed amount of \$1,306,140.

4. Approval of a resolution adopting the Fiscal Year 2021 Operating and Capital Budget and Five-Year Capital Improvement Plan.

VII. Presentations:

1. Project Connect Update

VIII. Reports:

1. President's Report

IX. Items for Future Discussion:

X. 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.

Capital Metropolitan Transportation Authority MEETING DATE: 09/28/2020

Board of Directors

(ID # 4695)

**Customer Service Advisory Committee
(CSAC)**

TITLE: Customer Service Advisory Committee (CSAC)

Customer Satisfaction Advisory Committee
Wednesday, September 9th, 2020
Virtual Meeting
6:00 p.m. – 7:30 p.m.

Call to Order:

Chairman Taylor called the meeting to order at 6:05 p.m.

Introductions:

Committee members present were: Ephraim Taylor, David Foster, BJ Taylor, David Shapiro

Capital Metro staff present were: Yannis Banks, Tangee Mobley, Jo Anne Ortiz,

General Public: Ruven Brooks

Community Communications:

N/A

TVM Update

Yannis Banks, Community Engagement Coordinator

We have new TVMs that will be going live soon. They are smaller than the previous machines and will be able to take credit/debit cards for payment. We have CapMetro employees currently doing field testing of the machines. We will have Shawn Brown come next month to do a virtual demonstration of how they function.

New CSAC Members

Yannis Banks, Community Engagement Coordinator

We have 3 open positions on CSAC. If you know or have people in mind who would be good for CSAC have them go to the website & apply to be apart of the committee so we can fill those positions. We will be doing social media posts about people applying as well. David Foster – How many members do we have now and how many do we need for quorum? Do vacant seats count or is it about how many are filled. Yannis – I would have to look at Roberts Rules but currently have 6 members. Ephraim – The policy & procedures page on the CSAC website is a broken link. Yannis – I will let our marketing department know about it so it can be fixed. David Foster – Quorum is 5 members of the committee or a majority of the then appointed members. So we need to have 5 members.

Project Connect Update

Yannis Banks, Community Engagement Coordinator

No new update since the last month. We are still doing presentations to any & every group we can. You will start to see more info from the city about the funding & finance of Project Connect. For clarification CapMetro board members can advocate for Project Connect as long as they are not using CapMetro resources. David Foster – Do you know if John Michael-Cortez has

pulled together some equity information? Yannis – I am not sure. I haven't heard anything about it. David F – There continues to be concerns about the lack of information about the potential for displacement. I think it has been addressed with the \$300 million dollars and City Council's contract with the voters. Yannis – Donna will be here next month to talk about a committee dealing with equity. Ruven – There's an article in the Austin Monitor about an equity dashboard from the city. Yannis – As part of Project Connect there will be a community committee that will have members appointed by Capital Metro & the City of Austin. Ruven – Does anyone now if the \$300 million will be spent over the whole plan or the initial investment. Yannis – It is a part of the initial investment plan. Ruven – Now would be a good time to spend money for the rest of the plan, which could be 10 years out. Making the investment now could be cheaper than waiting until then. Yannis – The money being proposed in this vote is to be planned to use during this investment. I will pull up a slide to show. Ruven – So now would be good to spend the money now for the 2nd phase. David F – Yeah this plan isn't just about rail so I think it would be good to look past the rail stations and see where we can build out not just along the rail. Yannis – I think that is something the committee could look into in how the funding will be done. Ruven – Take Tech Ridge, that will be prime property eventually & could be looked at into investing in now before developers get to buying up the land. Yannis – I thin those conversations can be had in that committee on what/how the money will be spent.

Oct Meeting

- **Resolution supporting project Connect**
- **Donna Simmons – Committee**
- **Pat – Dashboard**
- **Will there free rides to the polls on election day?**

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 09/28/2020

(ID # 4696)

Access Advisory Committee

TITLE: Access Advisory Committee

Access Advisory Committee
Wednesday, September 2nd, 2020
Virtual
5:30 p.m. – 6:35 p.m.

Call to Order:

Chair Chris Prentice, Access Advisory Committee

Chairman Hunt called the meeting to order at 5:35 p.m.

Introductions:

Committee members present were Paul Hunt, Andrew Bernet, Estella Barrera, John McNabb, Chris Prentice, Audrea Diaz, Glenda Borne, and Mike Gorse.

Capital Metro staff and contractors present were: Martin Kareithi, Chris Westbrook, Jo Anne Ortiz, Sam Sargent, Ricardo Boulware, Chad Ballentine, Shawn Brown, Raul Vela, and Julie Lampkin

Citizens' Communication

Members of the public

Glenda Borne – Why can't CapMetro Access drop off in the domain closer to the place they need to go? She had to walk when the vehicle had to go by where she needed to go to turn around. Chad responded the Domain is designed to have limited car passage, so Cap Metro agreed to specific points for drop offs. Julie Lampkin will take another look to evaluate.

Audrea Diaz – Coming back to Austin, Ms. Diaz needs assistance obtaining an access pass and how to get it on the app. Jo Anne Ortiz will connect with John Reina to complete the request. Ms. Borne thanked Yannis Banks for his assistance on her pass.

UPDATE: Mr. Reina and team were able to connect with Ms. Diaz and load the pass on her app in time for her return.

TVM Update/Demo

Shawn Brown, Technical Project Manager, Capital Metro

New machines are currently being tested at the Rail Stations and Republic Square. They are cheaper and have a sleeker look. Flowbird began last April and all machines will be installed by the end of September. Full function will be in November. Chair Prentice asked if it will be accessible for those not able to use the touchscreen. Martin Kareithi responded with Yes, it will be accessible with both voice and raised buttons that have braille. There is also a plug for earpieces/headphones. There is a text to speech for those with low vision. Ms. Borne asked about the color contrast for those with low vision as well as how tactile are the perimeters of the screen. Mr. Kareithi did confirm that the screen is designed to ADA compliance and that the borders can be utilized to navigate.

Mr. Brown then began the demo.

Chair Prentice asked if text-to-speech remains on? Mr. Brown – No, the text-to-speech does not stay on. Working on the future, adding a voice activate-voice start. Mr. Brown then proceeded to walk through a transaction from start to finish. Due to the volume around high traffic areas like Republic Square, sound decibels will need to be reviewed. Chair Prentice recommended adding plexiglass barriers to help with the sound. Mr. Gorse stated if it would be possible to minimize the “options” note on each screen. Ms. Borne noted that the white on blue is not a strong enough contrast and to add more contrast. Mr. Brown did address that there are 2 different shades of blue to help distinguish and has also received this in previous feedback so he will follow-up. Mr. Gorse added, “is there any option for those with tremors or motor issues?” The larger squares will help with that [motor issues]. The dimensions are 5.3” H x 1.5” W with the insert 3.8” H. Ms. Barrera asked if the letters A-E are static. Yes, but they are not all utilized at the same time so the space in between is easy to read. Ms. Borne asked if the machines are wheelchair accessible. Mr. Kareithi answered with yes, 40” up to 60”.

Mr. Brown ended by thanking everyone for the feedback and will take with him.

Accessibility Training

Martin Kareithi, Program Manager Accessible Services

In August, Capital Metro held training for staff on accessible documents. The hope is to continue in the future. Mr. Hunt mentioned that styling a document in Braille and how to make spreadsheets accessible would be helpful. Chair Prentice noted to remind people to send a pdf by saving and sending rather than scanning. Mr. Kareithi stated it was driven home in training.

Access Enrollment Update

Chad Ballentine, VP, Demand Response and Innovative Mobility

In-person certification has been suspended since mid-March. Staff are rotating on-site to reduce the number of people exposed at a time. Currently, only emergency eligibility (temporary and unconditional) is being approved. This temporary ID is valid between 3 to 12 months. Demand response is providing people advanced notice that they do not need additional information for a recertification to be completed at this time.

Renovations to the offices are now complete. There are two doors, an employee entrance and a customer entrance. Barriers have been added to keep people separate and good air flow. Sanitizing and doing a phased approach are incorporated into regular practice. Appointments will be staggered to limit contact to other people.

Chair Prentice asked if Capital Metro is also following CDC guidelines. Per Mr. Ballentine, Cap Metro is following the CDC safeguards. The CDC has interviewed Cap Metro regarding what we have been and are doing for safety. Mr. Hunt asked about appeals and if they will be remote. Mr. Ballentine stated that no one is being denied currently. This sparked a lot of concern regarding recertification for permanent issues and if the process could be simplified.

Approval of Minutes

Paul – Approve August minutes. Glenda – Second passed unanimously.

For October Agenda

Discuss the recertification process

Possible additional pick-up zones (maybe upcoming zones).

***Capital Metropolitan Transportation Authority
Board of Directors***

***MEETING DATE: 09/28/2020
(ID # 4693)***

August 2020 Board Minutes

Approval of minutes from the July 27, 2020 and August 7, 2020 joint meetings with Austin City Council, and August 24, 2020 board meeting.



**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS JOINT MEETING
WITH AUSTIN CITY COUNCIL
Videoconference Meeting**

~ MINUTES ~

Board Liaison Ed Easton
512-369-6040

**Monday, July 27, 2020
2:00 PM**

**02:12 PM Meeting Called to Order
05:25 PM Meeting Adjourned**

I. Public Comment

Mona Mehdy, citizen, supports Project Connect but believes that there need to be better protections in place to ensure that lower-income residents who live along transit corridors are not displaced. She also believes that connectors buses are a vital part of ensuring that the plan succeeds.

Joe Reynolds, citizen, believes that Project Connect is a fairytale project. The cost estimates do not consider right-of-way or other infrastructure costs as they should, and are not specific enough on how to cross Lady Bird Lake. There are access and grade issues with the proposed downtown tunnel. Population estimates that were used are also inaccurate.

Carolyn Reynolds, citizen, says the plan only contains sketchy details. She spent her career in engineering and wonders why a more thorough analysis has not been done by Capital Metro. The information is readily available. Building the tunnel downtown will cause years of disruption and lead to cost overruns. We are in the middle of a pandemic and do not have funds to do this.

Zenobia Joseph, citizen, wanted to point out lack of east-west transit connectivity north of US-183. The money for this project could be used for a restoration of service in that area immediately. Service to the northeast area where a majority of black Austinites live is still too infrequent.

Anthony Walker, citizen, feels that this is wrong time to be moving with such a large project, and urges that the vote on Project Connect be put off until 2022. The timing is wrong because of the economy and what people are going through.

Heyden Black Walker, citizen, has been involved with Project Connect advisory groups and feels that the plan is a good one. This is the right time to build the future transit system we need. We also need to continue to build out our accessible sidewalks and pedestrian and cycling infrastructure.

Attachment: 200727 Joint Meeting Minutes (4693 : August 2020 Board Minutes)

Bay Scoggin, Director of TXPIRG, gives his full endorsement of Project Connect. Transportation is the leading cause of greenhouse gases, and giving people options allows them to choose to improve our region's air quality. Owning a car is also very expensive, so providing to options for essential workers can greatly improve their financial quality of life. Community Outreach for this initiative has been outstanding.

Dave Sullivan, citizen, has been on many City boards and commissions and the boards of several local non-profits. He has been a transit user for all his life, and he and his wife have saved tens of thousands of dollars by only owning one car through the years. This plan would greatly expand choices for both workers and choice riders. Project Connect can make this a more affordable place to live.

Scott Duquette, citizen, has been in Austin for more the 20 years. He has followed previous transit initiatives and feels that this is the right time for the city to move forward with this plan.

Danielle Skidmore, citizen, spoke on behalf of herself and her son Peter. She noted the recent Americans with Disabilities Act (ADA) anniversary, and Capital Metro's leadership in this area. Frequent and robust public transit are keys to accessibility for everyone. This is the right time to begin this investment, and she urges support for the initiative.

Greg Anderson, citizen, says that Austin now has the chance to catch up with other great cities and finally give people the opportunity to live here without owning a car. Future generations will thank you.

Usha Boddapu, citizen, is a long-time resident and is supportive of Project Connect partly because of the increased traffic congestion. Austin lags behind other metropolitan areas when it comes to transit. Downsizing the size of the initial investment at this time does make some sense because of the uncertainty caused by the virus, but we must move forward.

John Beaubouef, citizen, is a proponent of the plan. Austin traffic is consistently bad, and all of the emissions are contributing greatly to global warming. We really need to take preparations for the future more seriously. If we want Austin to continue to be a city of progress and innovation, transforming our modes of transportation and reducing our carbon footprint must be among our top priorities.

David King, citizen, spoke on the involuntary displacement effects that Project Connect will have on low-income residents along transit corridors. This is immoral and racist. The proposed \$100 million for displacement mitigation is woefully inadequate. Please also ensure that these efforts are equitable, particularly for black and latinx families.

Scott Morris, Central Austin CDC and Austin Coalition for Transit, said that the Project Connect plan is strong, and will connect people from all walks of life to work, economic

opportunity, and entertainment options. The Austin Coalition for Transit enthusiastically endorses the Project Connect initial investment scenario and tax rate election ballot measure authorizing the build out. ACT also supports consideration of the anti-displacement funding for affected districts.

Janis Reinken, citizen, feels that this is a terrible time to be asking citizens for approval of a project this large. Sales and hotel taxes are down, and the census data used for projections is not up-to-date. Funds would be better used for street maintenance and city water/sewer infrastructure. More people are also willing to work from home.

Donna Beth McCormick, citizen, says that things have changed greatly with the virus. People are more able to work from home and there will be less office space downtown. This does not need to be on the ballot in November. Mobility people need to get together and sing from the same songbook. We have to be willing to accommodate everyone and compromise.

II. Discussion Item

1. Update on Project Connect Community Engagement, Investment Options, and Governance

Following Public Comment, Mayor Adler made opening remarks on the current health and economic situation and the importance of moving forward when it is over to become the Austin of our aspirations and dreams.

Capital Metro's Community Engagement Manager Jackie Nirenberg then kicked off the presentation and gave an overview of the community engagement goals and progress to date. More than 60,000 community members have been engaged through outreach programs to date. Jackie also reviewed the activities of the Technical Advisory Group and Project Connect Ambassador Network. She then summarized community feedback on each of the different elements of the system plan and reviewed anti-displacement efforts and mitigation strategies. She presented tables with demographic and other community information for each of the proposed MetroRapid and rail lines.

Consultant Jon Hockenyo then ran through an analysis of the impacts that Project Connect would have on the local economy. Benefits would be both near-term (jobs) and long-term (congestion reduction, increased access, environmental quality, tax base). His findings were that creating this type of infrastructure backbone through an initiative like Project Connect positions communities over time to realize economic benefits that go well beyond near-term job creation and improved access.

Project Connect Program Officer Dave Couch then walked the board and council through some of the technical details of the different Project Connect alternatives. He

reviewed the estimated costs for each of the components of the system plan investment, including the recommended alignments and modes, and followed that with a system sequencing timeline. He also reviewed an alternative starting plan that would shorten the initial Orange Line build-out and make other adjustments to the plan to start, totaling about \$7 billion, with a local commitment of \$3.85 billion.

Dave then turned the presentation over to CFO Reinet Marneweck, who reviewed an integrated financial model developed by financial advisors at Public Financial Management (PFM). They evaluated long-term funding and financing options for Project Connect with input from Capital Metro and City of Austin using estimated costs from lead engineering firms. The model and assumptions will be reviewed and "stress-tested" by the Federal Transit Administration (FTA) as they consider federal participation. FTA requires a dedicated, ongoing revenue stream for the local share of project costs. She then reviewed initial investment funding contributions until the Austin Transit Partnership is fully up and running.

City of Austin Deputy Chief Financial Officer Greg Canally. Greg reviewed some potential impacts to property tax bills if the City Tax Rate Election passes. With a \$7 billion initial investment, most homeowners would see about a 3.9% increase in their total property tax bill. He also reviewed a possible funding and governance structure for the Austin Transit Partnership, including potential board composition and makeup of a nominating committee. Finally he laid out the steps and action dates necessary in order to put a tax rate referendum in front of the voters in November, reviewed the recommended initial investment plan, and laid out the recommended action for today's meeting.

Vice Chair Garza asked about the impacts of adding additional anti-displacement funding to the tax rate election, which would take the rate change from 8.5 cents/\$100 in assessed value to 8.75 cents/\$100. Mr. Canally replied that the change would add an additional \$100 million to those efforts, bringing the total to \$300 million. She thanked Board Member Kitchen for her leadership on this issue. Board Member Travillion also commended the councilmembers for making such a large commitment to displacement funding.

Following a question from Councilmember Alter, Reinet Marneweck reviewed the future financial commitment from Capital Metro to the project, along with expected revenue sources.

Board Member Stratton asked about the timing of the funding going to the Austin Transit Partnership if the election succeeds, and when some of the other shorter-term transit improvements outlined in the plan might come online.

Councilmember Casar asked about funding the completion of the Orange Line, as he would like to see the entire line built. President Clarke explained that it really comes down to identifying additional funding sources, and that the agency is very much committed to seeing that the full extent of the line gets built.

III. Action Item

1. Approval of a resolution directing the President & CEO to include funds in the Capital Expansion Fund in the FY 2021 budget and develop a commitment of long-term funds to invest in the Project Connect System Plan and transit supportive investments, and directing the President & CEO to draft an interlocal agreement with the City of Austin for creation of a local government corporation.

(Prior to the Capital Metro's board discussion and vote on this item, the Austin City Council took up and passed their own resolution directing the City Manager to include 8.75 cents/\$100 in assessed value in the proposed FY 2020-2021 property tax rate for the creation and funding of a local government corporation (Austin Transit Partnership) to invest in the Project Connect System Plan, including \$300 million in transit-supportive, anti-displacement strategies.)

Chair Cooper paused and thanked council for the big step forward. President Clarke also thanked council, staff, and members of the community for their support and partnership. Chair Cooper then brought forward the draft resolution, which included the amended \$300 million figure.

Board Member Kitchen suggested that the revised resolution be passed by acclamation. With no objection, the resolution passes 8-0.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

IV. Items for Future Discussion

V. Adjournment



**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS JOINT MEETING
WITH AUSTIN CITY COUNCIL
Videoconference Meeting**

~ MINUTES ~

Board Liaison Ed Easton
512-369-6040

**Friday, August 7, 2020
1:00 PM**

**01:04 PM Meeting Called to Order
05:35 PM Meeting Adjourned**

I. Public Comment

Anthony Walker, citizen, says he is concerned about the timing of the tax rate election given the Corona virus. Austin will only get one chance at this, and we are taking a big chance. 2022 would be a better year to vote on such a large project. He would hate for a good opportunity to get away. You are rolling the dice and may end up with snake eyes.

Monica Brigger, citizen, lives in the Austin Colony area of town. Capital Metro has not shown any desire to provide service to my area. My needs are not being met. Why would I commit to a long-term investment and raise my own taxes with no guarantee that this would provide transportation to my community? I am saying no to Project Connect. This is not the time for this initiative.

Susan Pantell, citizen, asked the board and council to consider adding one or two community members to the Austin Transit Partnership board of directors. People who ride transit every day can provide good input and ideas. That type of expertise would be very helpful. Another reason to consider doing so is equity -- having citizens involved during the process will help resolve equity issues early, rather than after the system is complete. If community members are not part of the board, please consider adding some to the nominating committee.

Ray Stansberry, citizen, is a new resident of Austin and with it being such a growing city he feels the region would greatly benefit from a system that included more trains. It can be hard to access areas using just the bus, unless you want to use an Uber. He would like to see our city advance like other great U.S. cities. This will bring jobs and allow people to open new businesses.

(After Mr. Stansberry the meeting recessed briefly to address audiovisual issues, then upon reconvening there was a consensus to take up the day's presentation to allow more time to work those issues out. Public Comment resumed following the presentation.)

Attachment: 200807 Joint Meeting Minutes (4693 : August 2020 Board Minutes)

Zenobia Joseph, citizen, asked that any implementation of Project Connect follow applicable guidelines on maintaining existing local bus networks. She also wanted to call attention to recent efforts to supply affordable housing along Riverside Drive and the challenges around that. She spoke on the importance of providing better and more frequent service to black and low-income residents and areas of town.

Mike Andry, citizen, says he understands the recent adjustments that have been made to the project plan, and says he is excited for the proposed Blue Line in particular. He suggests a future collaboration with TxDOT to improve connectivity to and from I-35 for MetroExpress buses.

Jessica Wolf, Deputy Policy Director at Worker's Defense Project, says increasing and making public transit more accessible is an important step in becoming a more sustainable and equitable city. She thanked the board and council for their work to include worker protections in recent agreements, and said that WDP also feels that there should be citizen representation on the Austin Transit Partnership board of directors.

Shane Johnson, citizen, appreciates efforts on equity and to mitigate future displacement on Project Connect. He feels that more needs to be done in three areas: community representation and oversight; equity tool planning and implementation; and anti-displacement funding and allocation. He believes the makeup of the ATP board is critical, that there should be citizen representation, and that the backgrounds and expertise of the board members are important.

Dave Dobbs, Executive Director of the Texas Association for Public Transportation, spoke in favor of the Austin Transit Partnership agreement. There are multiple reasons to be in favor, but he wanted to emphasize the economic impact and increased tax base. Costs are offset with these increased values around light-rail stations, as many studies have confirmed. He commended the board and council on their hard work.

Dr. Colette Pierce Burnette, President of Huston-Tillotson University, said she was wearing many hats as she spoke as a supporter of Project Connect. Many of her students do not live near campus, and rely on public transportation to access jobs. Many faculty and staff would also appreciate better transit access. She also spoke of the importance of the anti-displacement measures being included in this effort.

Lyndon Henry, urban planner and former Capital Metro board member, feels that the Orange Line alignment fulfills a long-sought vision for transit. This is a major step in connecting the outlying neighborhoods of the city with Central Austin. He advocated for reconfiguration of the current Red and proposed Green Lines to electric light rail. He also advocated the use of former rail corridors to continue to improve connectivity.

Juan Morinelli, citizen, hopes that the Project Connect vision will become a reality. As a cyclist, he would also like to see corresponding improvements in pedestrian and cycling infrastructure. We must act now, or continue to face the consequences of inaction.

Joao Paulo Connolly, citizen, discussed the results of a Dukakis Center study of urban neighborhoods with access to rail transit over ten years. The study found that there discernable changes in these areas including more expensive housing, greater automobile ownership, and evidence of gentrification. Is this the type of return on investment that we are thinking about? He is not an opponent of transit, but we need to apply a real racial-equity lens to this project.

Kathryn Gonzales, Operations and Program Director at OutYouth, spoke on her organization's support for Project Connect. Many of OutYouth's young adult participants rely on public transit to get to work and school, and need a reliable and frequent transit system in order to do so. As proposed Project Connect is not a perfect plan, but it is a necessary and long-overdue beginning of a world-class transit system.

Yasmine Smith, Vice Chair of People United for Mobility Action, spoke to express her concern with the lack of community accountability in the documents being voted on today. The Community Advisory Committee must be able to pause the activities of the ATP if it is found that those activities fall below the threshold of success in regards to equity. Having been engaged in this process, it has been absolutely horrid and she has felt disrespected during the entire engagement. She is ashamed with how it has unfolded.

Ali Khataw, Founder and CEO of Encotech Engineering, spoke on recent and future population growth in Austin. We cannot continue to kick the can down the road -- too much is at stake. In his estimation this is a very prudent investment. It will result in a better, more efficient transportation system and a more mobile workforce. He would like to do everything we can in order to ensure that his children and the next generation will continue to want to live in Austin.

David King, citizen, thanked the board and council for including \$300 to mitigate displacement in the project financing. Mitigation is not prevention, however, and we need robust and sustained displacement prevention funding. Please use this type funding for direct cash payments to families of color and local small businesses along affected corridors, and not to fund market rate mixed-use density bonuses, which have been shown to facilitate involuntary displacement.

Shavone Otero, Chair of People United for Mobility Action, commented that we must acknowledge that this process upholds white supremacy and systemic oppression. During this time of pandemic, when communities of color and low-income communities are in survival mode, this process has continued at such a rate that it risks harm. It should not be so hard to build equity and accountability into Project Connect's

processes and procedures. These communities deserve a seat at the decision-making table.

Micalah Jones, citizen, wanted to acknowledge that we are in a very pivotal time right now. We have a lot of issues going on in our society. We are a progressive city, but we have fallen behind other cities in regards to transit. Please remember we are all just wanting to make this world better. She looks forward to a time when we are able to eliminate racism in our society.

David Edmonson, Executive Director of Technet for Texas and the Southeast, offered his organization's support for Project Connect. This initiative should be an economic imperative. Project Connect will give people the transportation choices they need and have a strong positive effect on environmental quality.

Awais Azhar, who is on the leadership team of Planning Our Communities, stated that effectively serving communities of color and working class communities will mean ensuring that these communities are not displaced by the project itself. He thanked the board and council for including the \$300 million for anti-displacement measures, and believes that the money needs to be spent using a neighborhood-level strategy development with strong community input.

Sydni Beuhler, citizen, said she supports the initiative and relayed an encounter she had with the Austin Police Department over the weekend.\

Jeremy Hendricks, Laborers' Local #1095, supports Project Connect and represents workers who often live far from job sites. Project Connect will better connect these workers and give current and future residents a better quality of life. Thank you for your commitment and for the worker protections that will be built into this project.

Bay Scoggin, State Director of Texas Public Interest Research Group, says that transit ticks all the boxes, spoke specifically on efforts to register young people and students to support the measure. More than 2,600 supportive signatures have been collected from young people who want transportation options, and this could be an historic turnout election -- next stop is November

II. Discussion Item

1. Update on Project Connect

Capital Metro's Community Engagement Manager Jackie Nirenberg kicked off the presentation with a recap of the Project Connect system plan and process. After two years of engagement and discussion, the Project Connect Plan was approved unanimously by the Capital Metro Board in December, 2018. The Project Connect

corridors were then included in the Austin Strategic Mobility Plan in April, 2019 and a goal of 16 percent transit mode share established. Then in June and July of this year the System Plan and initial investment plans were approved by both council and board. To date over 60,000 community members have been engaged in this process, and nearly 700 community events held.

City of Austin Deputy Chief Financial Officer Greg Canally then walked the board and council through the proposed plan and responsibilities for the Austin Transit Partnership (ATP). ATP would manage the day-to-day design, construction and implementation of the Project Connect plan. He also presented an overview of ATP's board composition and nominating committee, along with the major topics covered in the proposed Joint Powers Agreement. Finally he highlighted the key milestones and dates in the process, including today's board and council action items.

Capital Metro CFO Reinet Marneweck then presented an overview of the City of Austin's Contract with the Voters and Capital Metro's Funding & Community Commitment, both of which will be voted on today. She also reviewed the initial investment sequence and timeline.

(The meeting was recessed temporarily following Reinet's portion of the presentation to address reports that the City's meeting livestream was down. When the meeting reconvened, further Public Comment was heard. Following the end of Public Comment, both Mr. Canally and Reinet ran through several of their slides from this presentation for a second time to summarize and ensure that they had been recorded.)

III. Action Items

1. Approval of an interlocal agreement for creation of a joint local government corporation with the City of Austin to implement Project Connect.

Chair Cooper and Mayor Adler opened up the floor for discussion of this ILA and the corresponding City action.

Board Member Kitchen kicked off a conversation about the need to lay out accountability measures developed with the community in the Joint Powers Agreement. She is looking for greater specificity and guidance for the Citizens' Advisory Committee. Board Member Travillion agreed, and wants to ensure that we are sensitive to making sure that the community is involved. They must be a part of it. Board Member Stratton pointed out that the language referring to the advisory committee in the JPA says that their feedback *must* be considered by the ATP board. Board Member Renteria commented on prior difficulties ensuring that low-income people were not displaced -- we have better tools at our disposal now and we need to take advantage.

Board Member Mitchell commented on the importance of ensuring that new housing is built along these corridors proactively, otherwise scarcity will continue to drive prices up.

Councilmember Alter asked for clarification on the timing of the \$300 million in anti-displacement funding. Mr. Cannally said that the funding will likely be spent over 10-13 years, in about \$100 million increments. Councilmember Alter also wanted to note that this will not be the only effort or money spent by the City over that period on anti-displacement efforts. She also wanted to clarify for the public what the three parts of this agreement do: the ILA creating the Austin Transit Partnership and laying out its purpose; Exhibit A, the Articles of Incorporation, which say what the powers of the organization are and are not; and the bylaws on how the board functions. Board Member Kitchen pointed out that the ILA is a guiding document, and will eventually be replaced by the Joint Powers Agreement, which will come back to the board and council for approval.

(Prior to the board vote on this item, the Austin City Council voted on an passed unanimously their version of this action.)

Board Member Stratton suggested the item be passed by acclamation. and there was unanimous agreement from the Chair and board.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
ABSENT: Troy Hill

2. Approval of a resolution relating to guidance on funding and community commitments by Capital Metro and the terms of an interlocal agreement to be negotiated for the implementation of Project Connect.

(Prior to discussion and action on this item, the Austin City Council discussed and voted on their own resolution related to the November 2020 tax rate election and the dedication of tax revenue to Project Connect. The resolution passed unanimously.)

Chair Cooper congratulated the Mayor and councilmembers on their action, and then ran through a brief summary of the resolution and differences with the resolution just passed by council. Board member Stratton spoke up to highlight that one further difference that the Chair did not mention is that the final Be It Resolved clause in the Capital Metro resolution says that the agency will not reduce service hours to support Project Connect. Board Member Travillion spoke up to agree, and to reiterate that bus services will not be diminished, but will be expanded based on equity, which is the cornerstone of what we're after.

Chair Cooper suggested that the resolution be passed by acclamation, and there was unanimous agreement from the board.

Following the vote, City Deputy Chief Financial Officer Greg Canally walked the board and council through several upcoming milestones. City Manager Cronk, Assistant City Manager Fiandaca, President Clarke, Board Member Kitchen, Vice Chair Garza and Mayor Adler made closing remarks. Mayor Adler singled out Chair Cooper for recognition of his leadership throughout the joint meeting process.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
ABSENT: Troy Hill

IV. Items for Further Discussion

V. Adjournment

VI. 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.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

BOARD OF DIRECTORS MEETING

Video Conference Meeting: www.capmetrotx.iqm2.com

~ Minutes ~

Board Liaison Ed Easton
512-369-6040

Monday, August 24, 2020
12:00 PM

12:05 PM Meeting Called to Order
2:53 PM Meeting Adjourned

I. Public Comment:

Zenobia Joseph, citizen, wanted the board to be aware that she has sent a cease and desist memorandum to radio station KAZI, and copied Commissioner Travillion, about ads playing on the station that reference North Lamar Transit Center. She believes that the ads stretch the truth, and she is asking the agency to remove the ads. She also believes that the ballot language for Proposition A is misleading, and that the Project Connect website could be improved for better understanding.

II. Advisory Committee Updates:

1. Customer Service Advisory Committee (CSAC)

Community Involvement Specialist Yannis Banks gave the monthly report.

This month CSAC got a refresher on the dos and don'ts of advocacy prior to November's tax rate election; an update safety and security; and heard about upcoming upgrades customer payment systems.

2. Access Advisory Committee

Community Involvement Specialist Yannis Banks gave the monthly report.

This month the Access Committee got a briefing on Project Connect from Program Officer Dave Couch; got some guidance on election dos and don'ts leading up to November's tax rate election; and received updates on the August Service Changes; FY 2021 budget; customer payment systems; the strategic plan scorecard; and system safety.

III. Board Committee Updates:

1. Finance, Audit and Administration Committee

Board Member Mitchell was not able to attend today's meeting, but Chair Cooper gave a quick overview of this month's committee meeting.

2. CAMPO update

Board Member Mitchell was not able to attend today's meeting so no update was given.

IV. Consent Items

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

1. Approval of minutes from the July 20, 2020 board meeting.

Attachment: 200824 Board Meeting Minutes (4693 : August 2020 Board Minutes)

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with RSM US LLP for External Auditing services for a base period of three (3) years and two (2) one-year option periods, plus optional services, in an amount not to exceed \$1,269,774.

3. Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with the city of Lago Vista for transit passes with a validity of one year from September 1, 2020 to August 31, 2021, and with two optional one-year extensions.

4. Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2020, to September 30, 2021.

5. Approval of a resolution authorizing the President & CEO, or his designee, to approve and execute a one-year contract extension with UnitedHealthcare in an amount not to exceed \$692,772 for continued administration of third party administration services and stop loss insurance for the Capital Metro self-insurance health and dental plans..

V. Action Items:

1. Approval of an interlocal agreement for creation of a joint local government corporation with the City of Austin to implement Project Connect.

Chair Cooper teed up this item and the following one for re-votes to ensure that there were no legal issues following audio/visual problems experienced by the City of Austin during the last joint meeting with the Austin City Council on August 7th.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Ann Kitchen, Board Member
SECONDER:	Eric Stratton, Board Secretary
AYES:	Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
NAYS:	Hill
ABSENT:	Mitchell

2. Approval of a resolution relating to guidance on funding and community commitments by Capital Metro and the terms of an interlocal agreement to be negotiated for the implementation of Project Connect.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Delia Garza, Vice Chair
SECONDER:	Ann Kitchen, Board Member
AYES:	Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
NAYS:	Hill
ABSENT:	Mitchell

3. Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a Development Agreement with Broadmoor Austin Associates, a Texas general partnership (Developer) for the Transit Facilities and Related Improvements at the Broadmoor Development property in an amount not to exceed \$12,000,000.

Chair Cooper's law firm represents one of the parties in this agreement, so he recused himself from participation in this item, and turned the meeting over to Vice Chair Garza temporarily to lead this portion of the meeting.

Executive Vice President for Planning and Development Sharmila Mukherjee presented this item.

This will be a Public-Private Partnership with Brandywine, with Capital Metro's contribution capped at \$12 million in construction costs. Sharmilla presented a budget summary and project timeline. We are currently evaluating possible groundbreaking dates in September. We expect ridership to/from this station to eventually grow to become the second highest on the line behind Downtown Station.

Board member Hill asked if Brandywine would be responsible for finding businesses and tenants for the buildings at the development.

RESULT:	ADOPTED [6 TO 0]
MOVER:	Eric Stratton, Board Secretary
SECONDER:	Sabino Renteria, Board Member
AYES:	Garza, Kitchen, Renteria, Travillion, Stratton, Hill
ABSENT:	Mitchell
RECUSED:	Cooper

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Conduent, Inc. for the annual maintenance and support of the dispatch and vehicle systems for a base period of one year, with four one-year options in an amount not to exceed \$1,300,283.

COO and Chief Customer Officer Dottie Watkins presented this item.

Dottie reviewed the scope of the contract with the board. This agreement covers both software and hardware used as part of the OrbCad/AVL vehicle dispatch systems. We expect this system to reach end of life in the not-too-distant future and will be evaluating our options for replacement or updating it.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Delia Garza, Vice Chair
SECONDER:	Jeffrey Travillion, Board Member
AYES:	Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill
ABSENT:	Mitchell

VI. Presentations:

1. Bus Electrification Update

COO and Chief Customer Officer Dottie Watkins gave the presentation.

By the end of August we expect to have a dozen electric buses delivered, and have just taken delivery of our first 60-foot vehicle. We currently have testing, training, and installation of permanent charging stations underway. Dottie also reviewed the performance of the two electric vehicles that are currently in service -- we are currently seeing slightly better than anticipated range -- and the emissions reduction the agency has already achieved with just these two. Dottie finished by summarizing the next steps as we move toward a 100% electric fleet. We are also working with the Center for Transportation and the Environment, who are providing technical assistance.

Board Member Stratton asked Dottie to further clarify how many vehicles we have in passenger service, and which routes they are on. Chair Cooper also asked how the vehicle's air conditioning

units have been performing. Dottie said that so far it has been encouraging, and that not having a diesel engine makes for a cooler and quieter ride.

2. FY 2021 Budget Update

Budget Director Kevin Conlan gave the presentation.

Kevin reviewed the budget development calendar and recent milestones. He summarized recent updates to Operating Revenue and Expenses and the 5-Year Capital Improvement Plan based on sales tax receipts and other new information. He also reviewed budgeted commitments to Project Connect. The draft budget document has now been posted to the Capital Metro website as of this morning. Kevin then reviewed the remaining milestones prior to expected budget approval at the September 28th board meeting.

Chair Cooper asked Kevin if he could provide a little more detail on the budgeted Red Line improvements.

Following the presentation, Zenobia Joseph provided public comment. In her review of the proposed budget she does not see any improvements coming to Northeast Austin. She suggested that money from COVID contingency could be used to provide improved service to St. David's North Hospital. She would also like to see a MetroRapid 803 stop at Burnet and Braker so that transit-dependent customers can get to the Domain. She also is having trouble understanding the agency's plans for the North Lamar Transit Center. President Clarke asked Dottie to respond to Ms. Joseph's comments on the Burnet/Braker stop and the North Lamar Transit Center.

3. Pandemic Recovery and Improvement Plan Update

Executive Vice President of Planning and Development Sharmila Mukherjee gave the presentation with assists from Director of Service Planning Roberto Gonzalez and Manager of Performance and Strategic Initiatives Pat Vidaurri.

Sharmila reviewed some of the recent efforts to protect both customers and operators from the virus, and emphasized that our decisions are data-driven and we are putting the systems in place to assist us in gathering this data. We are following a ridership forecasting model to help us adjust revenue service hours to help maintain social distancing.

Roberto then presented an overview of the August Service Changes, which were implemented last week. We are working closely with state and local governments, the University of Texas, and AISD to anticipate service levels. He provided several examples of frequency adjustments that have been made based on ongoing ridership monitoring and said that we are fortunate to have the ability to quickly pivot.

Pat then previewed a new CARE dashboard tool that is planned to roll out to the Cap Metro website. The dashboard will monitor metrics including total ridership, top ridership routes, percentage of routes where social distancing can be maintained, and meals delivered via our MetroAccess operators.

VII. Reports:

1. President's Report

President Clarke presented his monthly report. This month he highlighted the delivery of our first 60-foot electric bus from New Flyer; the passing of former Board Chair Stephen Bayer in July; the launch of a new Pickup service in Lago Vista; and certification for Capital Metro's Positive Train Control system by the Federal Railroad Administration.

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

Section 551.071 for Consultation with an Attorney to receive legal advice related to pending litigation.

Into session: 2:05 p.m.

Out of session: 2:53 p.m.

IX. Items for Future Discussion:

X. 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.

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***Capital Metropolitan Transportation Authority
Board of Directors***

***MEETING DATE: 09/28/2020
(ID # 4676)***

Contract for Enterprise Data Warehouse Consulting Services

Approval of a resolution authorizing the President & CEO, or his designee, to execute a contract with Keyrus USA, Inc., for professional consulting services in the implementation of an Enterprise Data Warehouse and Business Intelligence system in an amount not to exceed \$1,634,900.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 9/16/2020
(ID # AI-2019-1070)
Enterprise Data Warehouse**

Approval of a resolution authorizing the President & CEO, or his designee, to execute a contract with Keyrus USA, Inc., for professional consulting services in the implementation of an Enterprise Data Warehouse and Business Intelligence system in an amount not to exceed \$1,634,900.

FISCAL IMPACT:

Funding for this action is contingent upon approval of the FY2021 Capital Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. High Quality Customer Experience
4. Valued Community Partner

Strategic Objectives:

1.1 On-Time Performance, 1.2 Ridership, 1.3 Net Promoter Score/Customer Satisfaction, 4.1 Brand Reputation

EXPLANATION OF STRATEGIC ALIGNMENT:

Building on the success of our initial efforts for a Data Warehouse, Capital Metro intends to develop a comprehensive Enterprise Data Warehouse and Business Intelligence to host key data elements, develop additional customer facing dashboards, as well as internal dashboards that support Capital Metro strategic initiatives. This data will be used by staff to analyze areas for operational efficiency, route, and schedule changes to improve on-time performance, grow ridership and increase customer satisfaction. Additional dashboard reports available on www.capmetro.org will continue to build brand reputation by promoting organizational transparency.

BUSINESS CASE:

Capital Metro will enhance its existing data warehouse system by implementing a dynamic and data driven system using open architecture that is scalable to support growth and capable of incorporating transit and financial data from many different systems, bringing Capital Metro and the region into the next generation of business intelligence technology and decision-making. The current architecture of the data warehouse is very manual and will be difficult to expand to additional dashboards without a thorough analysis and strategy. This effort engages a knowledgeable partner to assist in this by undertaking a thorough analysis and discovery of our existing data warehouse and business intelligence footprint, data needs that allow for collaboration with external partners and developing an Enterprise Data Warehouse strategy along with short and long term goals, as well as the tools and systems needed to achieve the vision. This skillset is not available with the current staff so requires expert guidance to ensure goals are met and the system is stable and reliable.



COMMITTEE RECOMMENDATION:

This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:

The implementation of an Enterprise Data Warehouse and Business Intelligence system will allow Capital Metro to make data driven decisions that improve service and provide the public with reports of key metrics. This effort will engage a knowledgeable partner to assist in the development of the overall strategy, solution, and timeline. This skillset is not available with the current staff so requires expert guidance to ensure goals are met and the system is stable and reliable.

DBE/SBE PARTICIPATION:

No SBE goal is assigned to this procurement due to limited subcontracting opportunity. However, we will work with the selected vendor for a commitment towards small business participation.

PROCUREMENT:

On February 20, 2020, a Request for Proposals was issued and formally advertised. By the closing date of April 10, 2020, eight (8) proposals were received. The evaluation team used the following factors in the evaluation of proposals:

- (1) The proposed project personnel, including the qualifications of the Project Team members, on projects of similar size, scope, complexity, and nature.
- (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, to include the offeror's methodology and quality of the work plan proposed to meet project objectives.
- (3) The offeror's demonstrated technical background, past performance, and experience on projects of a similar size scope, complexity, and nature.

The proposal from **Keyrus USA, Inc.**, was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price contract. The term of the Contract is a one-year base period, with two one-year option periods for pricing as follows:

Base Period 1, Contract Year 1	\$575,840.00
Option Period 1, Contract Year 2	\$493,440.00
Option Period 2, Contract Year 3	\$403,880.00
Travel Expense (all Periods)	\$161,740.00
GRAND TOTAL	\$1,634,900.00



RESPONSIBLE DEPARTMENT: Information Technology



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1070)

Enterprise Data Warehouse and Business Intelligence

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to develop an Enterprise Data Warehouse repository designed for achieving operational efficiencies and decision-support; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to undertake a thorough analysis and discovery

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to approve a contract with Keyrus USA. Inc., for professional consulting services in the implementation of an Enterprise Data Warehouse system in an amount not to exceed \$1,634,900.

**Secretary of the Board
Eric Stratton**

Date: _____

Attachment: Resolution-AI-2019-1070 (4676 : Contract for Enterprise Data Warehouse Consulting Services)

ILA with City of Austin for Pedestrian & Transit Connections

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to contribute \$75,000 each year over a three year period for the installation of Pedestrian Hybrid Beacon units for a total not to exceed amount of \$225,000.

Capital Metropolitan Transportation Authority**MEETING DATE: 9/16/2020****Board of Directors****(ID # AI-2020-1304)****Pedestrian & Transit Connections Safety Project Interlocal Agreement****SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to contribute \$75,000 each year over a three year period for the installation of Pedestrian Hybrid Beacon units for a total not to exceed amount of \$225,000.

FISCAL IMPACT

Funding for this action is available in the FY2021 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. High Quality Customer Experience, 4. Valued Community Partner

Strategic Objectives:

1.1 Safety & Risk, 4.2 Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT:

The installation of pedestrian hybrid beacons in the vicinity of Capital Metro bus stops greatly improves customer street crossing safety. This interlocal agreement demonstrates the strong partnership between Capital Metro, the City of Austin and the Capital Area Metropolitan Planning Organization in support of bus passenger and pedestrian safety.

BUSINESS CASE:

This interlocal agreement represents a partnership between Capital Metro, the City of Austin and the Capital Area Metropolitan Planning Organization whereby Capital Metro provides a \$225,000 share of funding toward the \$1,688,000 total project total cost for the installation of up to eight pedestrian hybrid beacons in the vicinity of Capital Metro bus stops. Funding for this agreement is included in the FY 2021 operating budget.

COMMITTEE RECOMMENDATION:

This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:

In 2019, the City of Austin, in partnership with Capital Metro, applied for and received a grant from the Capital Area Metropolitan Planning Organization (CAMPO) for an "Active Transportation Project". Through this project, the City is planning to install up to ten pedestrian hybrid beacons (PHB's) at key locations around the city, up to eight of which will be in the immediate vicinity of Capital Metro bus stops. These PHB's will greatly improve safe street crossing in the vicinity of these bus stops. CAMPO is providing 70% of the funding, with the City of Austin and Capital Metro providing the balance. In



October, 2019 the City of Austin approved an ordinance authorizing the City to enter into an ILA with Capital Metro to complete this project.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Projects



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1304)

Pedestrian & Transit Connections Safety Project Interlocal Agreement

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide a safe pedestrian and bus boarding environment; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to enter into an Interlocal Agreement with the City of Austin to fund and implement the Active Transportation grant project to install pedestrian hybrid beacons;

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 an Interlocal Agreement with the City of Austin to contribute \$75,000 each year over a three year period for the installation of Pedestrian Hybrid Beacon units for a total not to exceed amount of \$225,000.

Date: _____

**Secretary of the Board
Eric Stratton**

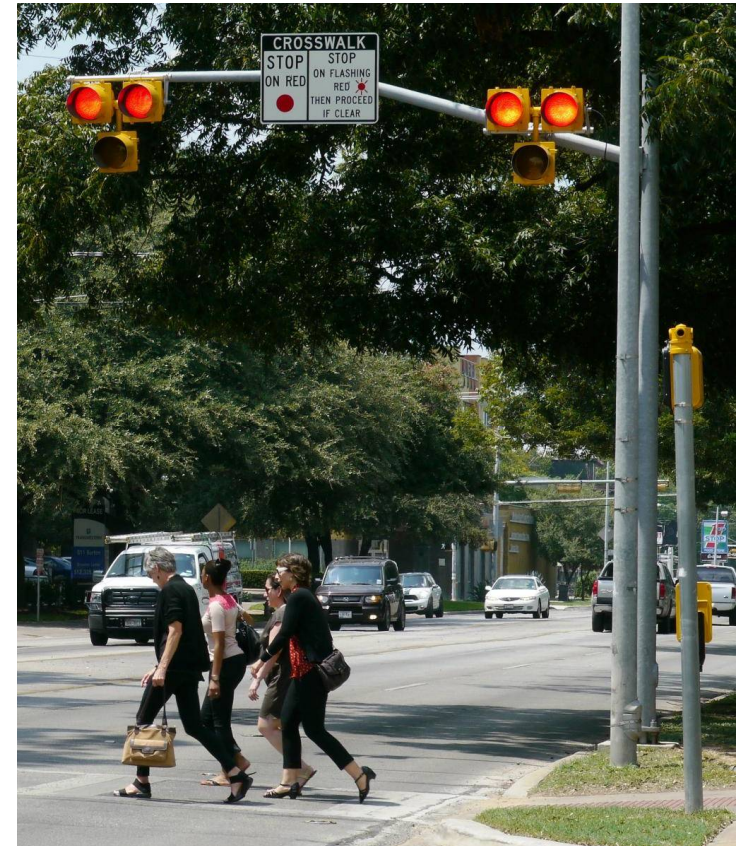
Attachment: Resolution-AI-2020-1304 (4677 : ILA with City of Austin for Pedestrian & Transit Connections)

Pedestrian & Transit Connections Safety Interlocal Agreement

1

**METRO**

Pedestrian & Transit Connections Safety Interlocal Agreement



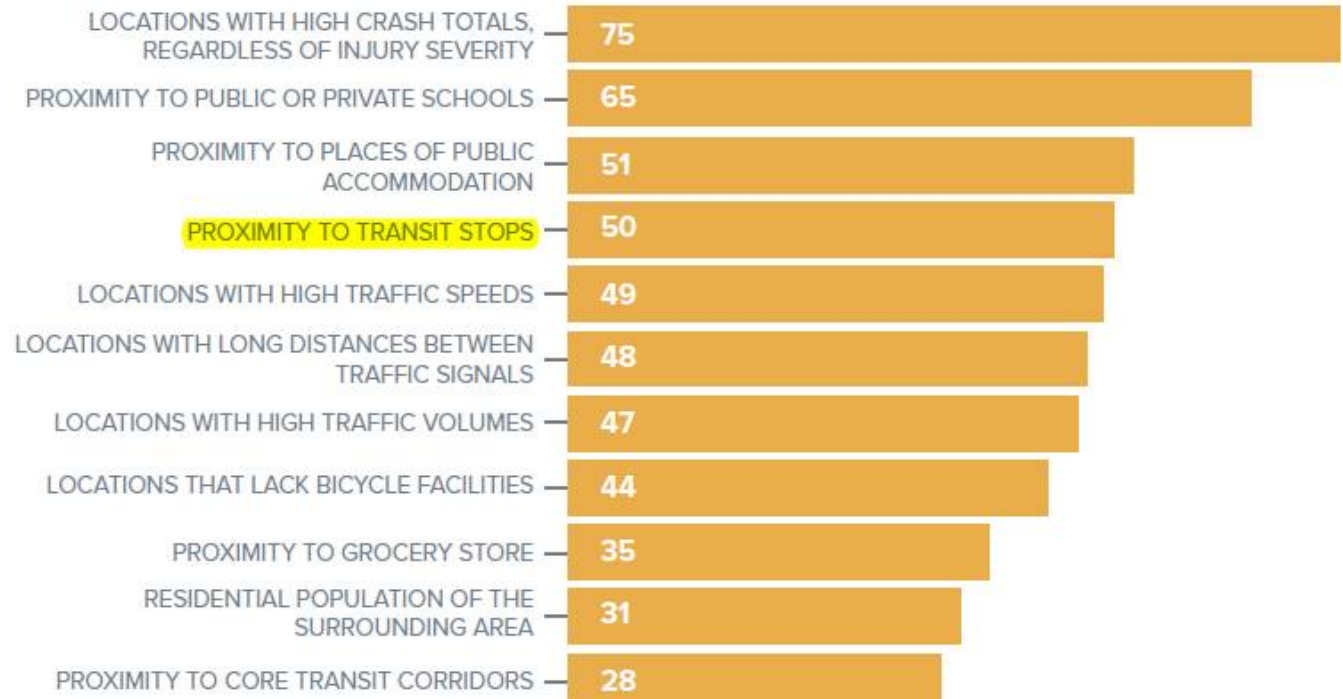
Pedestrian & Transit Connections Safety Interlocal Agreement

Pedestrian Safety Community Input

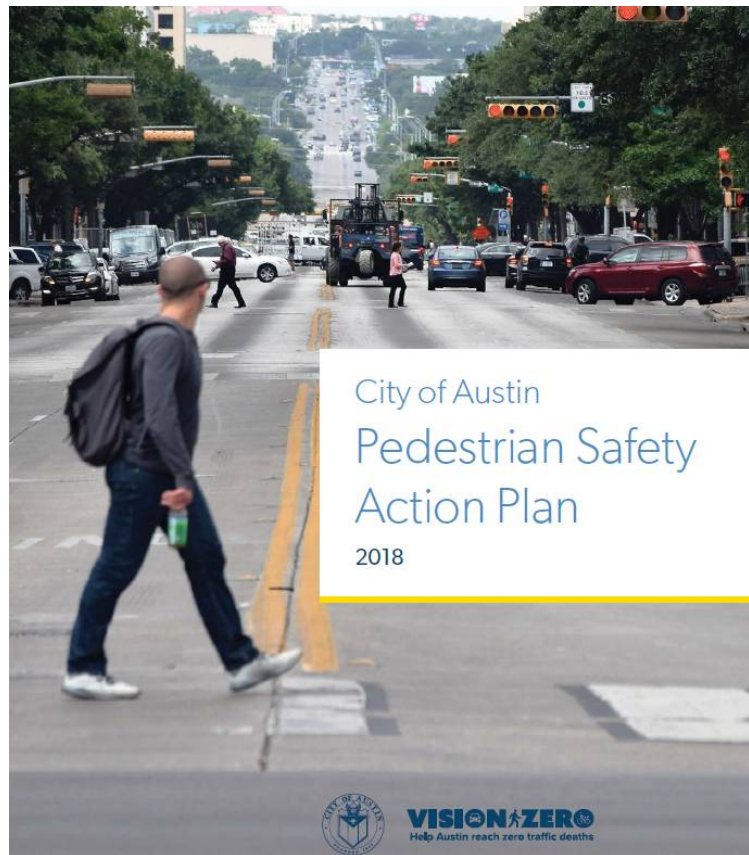


Citizen Input:

- Connections 2025 Community Survey
- 2017 City “Walk + Bike” Community Talks



Pedestrian & Transit Connections Safety Interlocal Agreement



Pedestrian & Transit Connections Safety Interlocal Agreement

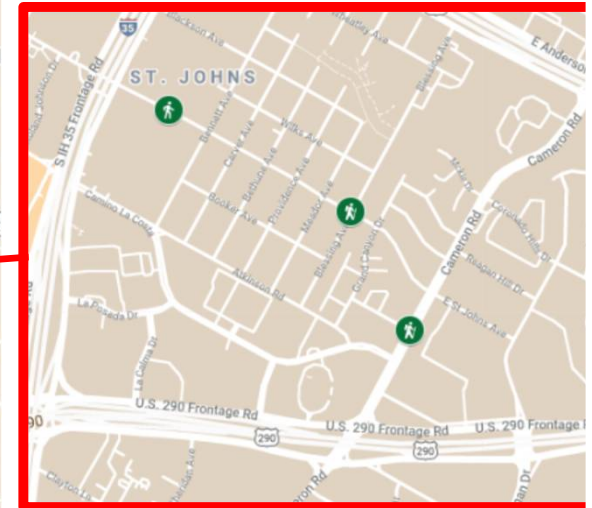
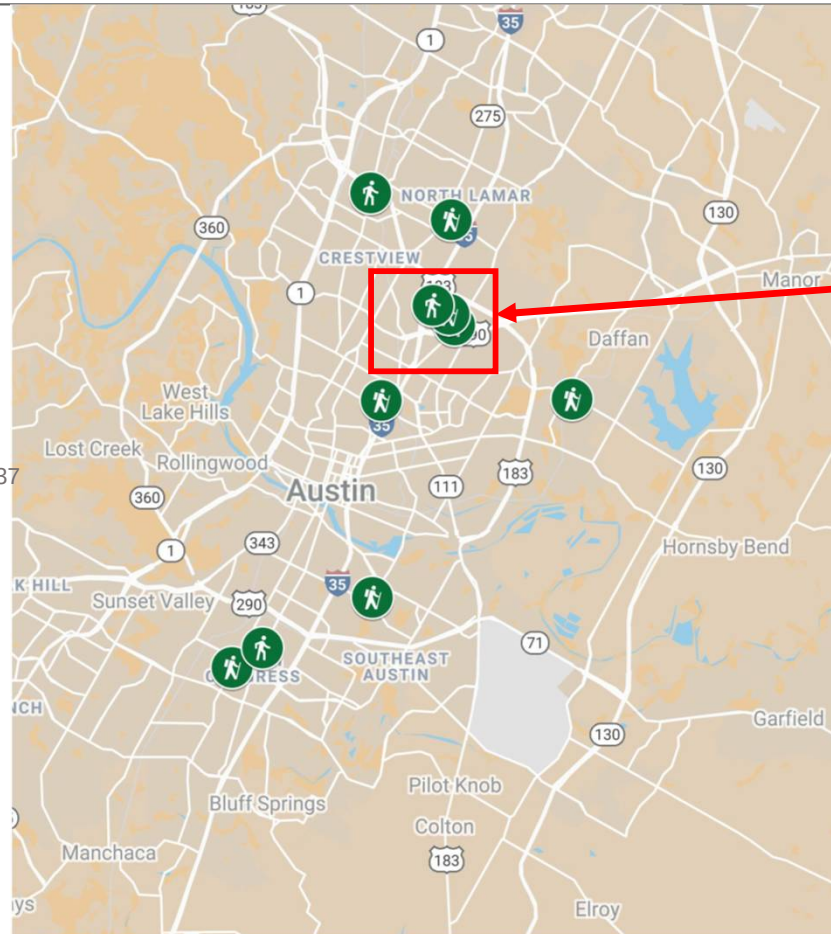
- **PHB Location Selection Criteria**

- Distance to nearest signalized or stop-controlled crossing
- Speed limit of roadway being crossed
- Total number of motor vehicle lanes to cross
- Pedestrian Crash History
- Special Needs pedestrian generators?
- Number and type of pedestrian generators within 300 ft.
- Within an Environmental Justice area?



Pedestrian & Transit Connections Safety Interlocal Agreement

Cameron @ Westheimer PHB	Route 300
 Red River @ 40th PHB	Route 10
 St Johns @ Blessing PHB	Route 300
 Loyola @ Sandshof PHB	
	
Pleasant Valley & Anken PHB	Route 300, 228
 S1st PHB	Route 10
 Rundberg & Slayton	Route 142, 342, 325
 Burnet Rd. S. of US183	Route 3, 803
 St. Johns E of I35	Route 300, 337
 4900 Block S. Congress	



Pedestrian & Transit Connections Safety Interlocal Agreement

CAMPO “Active Transportation Project” Grant

- Federally Funded Program:
 - \$1,688,000 Total Project Cost
 - \$1,167,600 (Federal Grant Funds)
 - \$295,400 (City of Austin contribution)
 - \$225,000 (Capital Metro contribution)
- Program funding administered through TxDOT



Pedestrian & Transit Connections Safety Interlocal Agreement

Project Implementation:

- Environmental Clearance Approved
- 100% Design completion (November)
- TxDOT Review/Approval (~ 6 months)
- Bids Due (August 2021)
- Construction
 - November 2021 – March 2023





METRO

THANK YOU!

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 09/28/2020
(ID # 4681)**

ILA with City of Georgetown for Contract Transit Service

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of transit service for an amount not to exceed \$392,301 in FTA funds and \$619,369 in local funds from the City of Georgetown.

Regional Transportation Agreements

Operations, Planning and Safety Committee
September 16, 2020

1

**METRO**

Resolutions for Approval – Items 4-11

Regional Agreements	CARTS Supplements
4. City of Georgetown ILA	5. Supplement No. 9 Amendment 3, Services to Georgetown
6. Travis County Amended and Restated ILA	7. Supplement No. 10 Amendment 1, Service to Hornsby Bend 8. Supplement No. 8 Amendment 3, Service to Manor
9. City of Pflugerville Pickup Pilot Service ILA	10. Supplement No. 2 Amendment 2, Route 214 Lago Vista Feeder 11. Supplement No. 4 Amendment 4, Route 990 Manor Express



Service Expansion Program

Service Expansion Policy

- 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 Capital Metro service area can participate.

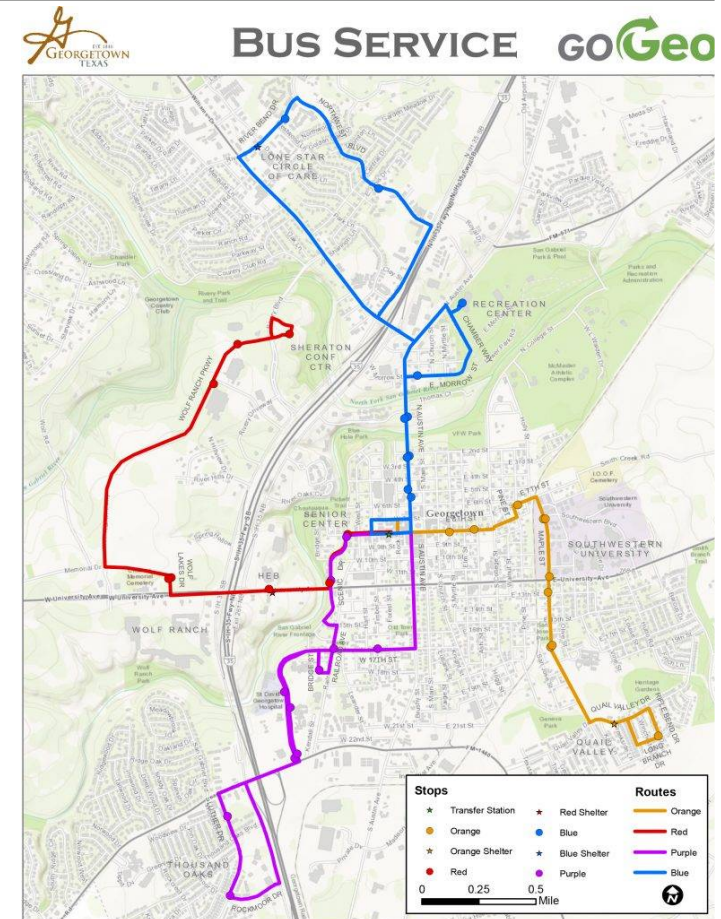
Transit Development Plans (TDPs) and Interlocal Agreements (ILAs)

- 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.
- Jurisdictions then enter into Interlocal Agreements (ILAs) with Capital Metro for service planned.

City of Georgetown ILA

- Small fixed route system and complementary ADA paratransit service.
- Capital Metro contracts with CARTS to operate service.
- Agreements with Georgetown and CARTS expire September 30.

FTA Funding	Local Funding (City of Georgetown)	Fully Allocated Cost of Service FY2021
\$392,301	\$619,369	\$1,011,670



Travis County ILA

- Interlocal Agreement funds
 - Portions of Routes 233, 237, 271 and 318
 - Portions of Manor Pickup
 - Hornsby Bend Feeder Pilot
- The Amended and Restated ILA is to amend budget and specify projects.
- Agreements with CARTS to operate Manor Pickup and Hornsby Bend Feeder Pilot expire September 30.

FTA Funding	Local Funding (Travis County)	Fully Allocated Cost of Service FY2021
\$233,308	\$513,867	\$747,175

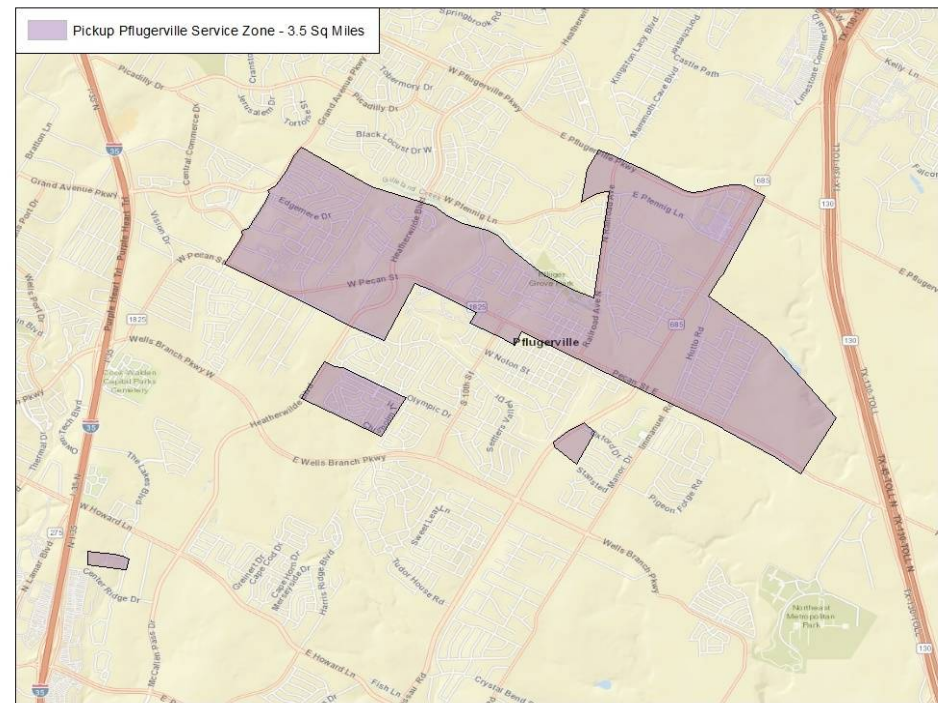
City of Pflugerville ILA

- The City of Pflugerville is the newest participant in the Service Expansion Program to implement service.
- The TDP was approved on August 14, 2018.
- Agreement will fund a one-year pickup pilot program.
- Local funding and fully-allocated costs includes up to \$10,000 in marketing.

FTA Funding	Local Funding (City of Pflugerville)	Fully Allocated Cost of Service FY2021
\$200,157	\$310,235	\$510,392

Pflugerville Pickup Pilot

- One-year pilot
- 3.5 Square Miles
- Monday – Friday
- 6:00 a.m. - 7:00 p.m.
- Connects to:
 - HEB
 - Walmart
 - Tech Ridge Park and Ride



Manor and Lago Vista CARTS Supplements

- In addition to programs included within the Service Expansion Program, CARTS operates three services in the Capital Metro service area:
 - Route 214 – Lago Vista Feeder
 - Route 990 – Manor Express
 - Manor Pickup

Resolutions for Approval – Items 4-11

Regional Agreements	CARTS Supplements
4. City of Georgetown ILA	5. Supplement No. 9 Amendment 3, Services to Georgetown
6. Travis County Amended and Restated ILA	7. Supplement No. 10 Amendment 1, Service to Hornsby Bend 8. Supplement No. 8 Amendment 3, Service to Manor
9. City of Pflugerville Pickup Pilot Service ILA	10. Supplement No. 2 Amendment 2, Route 214 Lago Vista Feeder 11. Supplement No. 4 Amendment 4, Route 990 Manor Express





METRO

THANK YOU!

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 9/16/2020
(ID # AI-2020-1272)**

ILA with City of Georgetown for Contract Transit Services

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of transit service for an amount not to exceed \$392,301 in FTA funds and \$619,369 in local funds from the City of Georgetown.

FISCAL IMPACT

This action reimburses CMTA for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment: 4. Valued Community Partner Strategic Objectives: 4.4
Organizational Partner Satisfaction

Strategic Objectives: 1.2 Ridership, 2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT: This ILA will provide for transit services in the City of Georgetown made possible by sharing FTA funds through the Capital Metro 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, Capital Metro 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 transit service. Georgetown has met all the requirements to participate in the Service Expansion Program.

COMMITTEE RECOMMENDATION:

This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Through the Capital Metro Service Expansion Program, the City of Georgetown uses a combination of FTA and local funds to pay 100% of the cost for transit service operated in the city. To use the FTA funds, the city completed and adopted a Transit Development Plan (TDP) in 2016 in compliance with the Capital Metro Service Expansion Policy. On August 21, 2017, fixed route and paratransit service were implemented in Georgetown. Service is operated by CARTS through the CARTS and Capital Metro Regional Mobility Agreement, which is presented in a



separate agenda item. Approval of this ILA will provide for continuation of Georgetown service for one year.

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

RESOLUTION (ID # AI-2020-1272)

ILA with City of Georgetown for Contract Transit Services

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

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 an Interlocal Agreement with the City of Georgetown for operation of transit service for the amount not to exceed \$392,301 in FTA funds and \$619,369 in local funds from the City of Georgetown.

Secretary of the Board
Eric Stratton

Date: _____

Attachment: Resolution-AI-2020-1272 (4681 : ILA with City of Georgetown for Contract Transit Service)

INTERLOCAL AGREEMENT

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF GEORGETOWN
(Contract Transit 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 (“**Capital Metro**”), 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 obtain local fixed routes and complementary paratransit service within the city limits through a partnership with Capital Metro; and,

WHEREAS, Capital Metro 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; and,

WHEREAS, City intends to utilize FTA funding under 49 U.S.C. 5310 (“**Section 5310**”) to partly fund the cost of the transit services.

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

AGREEMENT

1. **Services.** Capital Metro agrees to provide local fixed route and complementary paratransit service within the city limits, as described in the Scope of Services attached as Exhibit A to this Agreement (the “**Services**”). Fixed route services provided under this Agreement will be provided along the routes shown on the Exhibit B attached to this Agreement. Capital Metro 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 Capital Metro 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. **Complementary Paratransit Services.** The City adopted a paratransit plan (“**ADA Plan**”) on July 25, 2017 in accordance with the American with Disabilities Act (42 U.S.C. Chapter 126). The Third Party Service Provider will determine eligibility for complementary paratransit services based on the City’s ADA Plan.

3. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement (“**Effective Date**”) and shall terminate on September 30, 2021, unless terminated for cause or convenience prior to the expiration date (“**Term**”).
4. **Fees.** The fees for Services to be paid by the City to Capital Metro (collectively, the “**Fees**”) shall not exceed the following amounts:
 - a) \$343,327 in FTA Section 5307 funds and \$553,951 in corresponding local match funds from the City, which shall be based on the hourly rates set forth in Exhibit C-1.
 - b) \$48,974 in FTA Section 5310 funds and \$65,418 in corresponding local funds from the City, which shall be based on the hourly rates set forth in Exhibit C-2.
 - 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 Capital Metro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.
5. **Invoicing and Payment.**
 - a) The City shall pay Capital Metro for Services rendered and accepted, in accordance with rates set forth in Section 4 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, Texas 78627
 - c) Upon Capital Metro’s submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.
 - d) Invoices shall include data demonstrating Capital Metro’s compliance with the Key Performance Measures (“**Measures**”) attached as Exhibit D to this Agreement.
6. **Insurance.** Capital Metro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in Exhibit E attached to this Agreement.
7. **Independent Contractor.** Capital Metro’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 Capital Metro’s exclusive direction and control and shall be employees or subcontractors of Capital Metro and not employees of the City. There shall be no contractual relationship between any subcontractor or supplier of Capital Metro and the City by virtue of this Agreement. Capital Metro 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.

8. **Standards of Performance.** Capital Metro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. Capital Metro shall use only licensed personnel to perform work required by law to be performed by such personnel.
9. **Licenses and Permits.** Capital Metro 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.
10. **Notice of Labor Disputes.** If Capital Metro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Capital Metro immediately shall give notice, including all relevant information, to the City.
11. **Excusable Delays.** Except for defaults of subcontractors, Capital Metro 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 Capital Metro. Examples of these causes are: acts of God or of the public enemy, acts of the 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 Capital Metro.
12. **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, Capital Metro will stop the Services to the extent specified; provided, any such termination must align with Capital Metro's three (3) yearly service changes, which occur in January, June, and August. Notwithstanding the foregoing, the City may terminate at any time in the event that the federal funds are withdrawn, terminated, or canceled by the FTA or a successor agency. In the event of such a termination, the City shall give Capital Metro 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, Capital Metro will stop the Services to the extent specified.
13. **Equal Employment Opportunity.** In connection with the execution of this Agreement, Capital Metro shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability. Capital Metro 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.
14. **Federal Funding.**
 - a) The City intends to use federal funds to meet a portion of its 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 C.F.R. 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 accessed 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 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.
15. **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.
 16. **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 Capital Metro 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 Capital Metro 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.
 17. **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.

18. **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.
19. **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.
20. **Venue.** Venue for any action shall lie exclusively in Travis County, Texas.
21. **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.
22. **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.
23. **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.
24. **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 Capital Metro, 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, Texas 78627

With copy to:

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

If to Capital Metro:

Capital Metropolitan Transportation Authority
Attn: Executive Vice President of Strategic Planning and Development
2910 E. 5th Street
Austin, Texas 78702

With copy to:

Capital Metropolitan Transportation Authority
Attn: Chief Counsel
2910 E. 5th Street
Austin, Texas 78702

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.

25. **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.
26. **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.
27. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of Capital Metro and the City. The City Manager and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Georgetown City Council and Capital Metro'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.
29. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
30. **Appropriation of Funds.** The obligations of the City under this Agreement to make payments to Capital Metro 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 Capital Metro 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.

31. **Survivability.** The provisions of Sections 14 through 17 shall survive the termination, expiration, or non-renewal of this Agreement.
32. **Exhibits.** The following exhibits are incorporated herein by reference:
- A. Scope of Services
 - B. Routes
 - C. Fees
 - D. Measures
 - E. 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

By: _____

Sharmila Mukherjee
Executive Vice President
Strategic Planning and Development

Date: _____

City of Georgetown

By: _____

Dale Ross:
Mayor, City of Georgetown

Date: _____

Attest:

By: _____

Robyn Densmore
City Secretary

Approved as to Form:

By: _____

Skye Masson
City Attorney

Attachment: GeoTown ILA-FY21 Transit Services (4681 : ILA with City of Georgetown for Contract Transit Service)

Exhibit A – Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of fixed route and complementary paratransit services operated by a Third Party Service Provider through a contract with Capital Metro for the City:

- 1.1. Capital Metro 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. Capital Metro 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 for paratransit service.
- 1.4. Paratransit service eligibility and scheduling shall be completed by the Third Party Service Provider in accordance with the City's ADA Plan.

2. VEHICLE HOURS AND FIXED SERVICE ROUTES

Annual vehicle hours are not to exceed 7,100 for fixed route services and 3,450 for paratransit services. Service will include four (4) fixed routes, as shown in Exhibit B of this Agreement, and complementary paratransit service.

3. VEHICLE REQUIREMENTS

- 3.1. Two peak vehicles are required for fixed route service. Vehicles shall be accessible and have the ability to transport at least twelve (12) seated persons.
- 3.2. One peak vehicle is required for paratransit service. The vehicle shall be accessible and capable of transporting at least twelve (12) seated persons.
- 3.3. An additional paratransit vehicle not to exceed 1,345 vehicle hours may be provided at Capital Metro's discretion in consultation with the City.

4. SERVICE PERIOD

Service hours for weekdays are approximately 7:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 6:00 p.m. (times may vary within this window based on specific route schedules). The Third Party Service Provider will not provide service on Third Party Service Provider's holidays.

5. VEHICLES

- 5.1. Fixed route and complementary paratransit 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 wheelchair positions.
- 5.2. Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations.
- 5.3. Vehicle destination signs shall display GoGeo and the route name or number when operating in Georgetown. The destination signs on routes operated within Georgetown will reflect that service is Georgetown service. All destination signs shall be illuminated for night operation.
- 5.4. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.
- 5.8. All vehicles operated by the Third Party Service Provider shall be painted in accordance with the Capital Metro's graphic program.
- 5.9. Vehicles may support graphic content that identifies GoGeo when operating within Georgetown. Additional vehicle hour cost for graphic installation incurred by the Third Party Service Provider shall be reimbursed by City of Georgetown to the Third Party Service Provider.

6. EQUIPMENT CONDITION

- 6.1. 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.).
- 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 shall be available to replace any bus that may become disabled or otherwise unavailable for operations.

- 6.4. 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.

7. REPORTING

- 7.1. Capital Metro shall submit system information to the National Transit Database (“NTD”) and FTA, as required by FTA Section 5307.
- 7.2. Capital Metro shall submit ridership data to the City on a monthly basis in a format mutually agreed to by both Parties. At minimum, the monthly reports shall include the Performance Measures in Exhibit D.

8. TRAINING

- 8.1. 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:
- 8.1.1. Defensive Driving
 - 8.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance
 - 8.1.3. Route specific training
 - 8.1.4. Ongoing refresher training

9. PERSONNEL

- 9.1. Capital Metro’s Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.
- 9.2. Capital Metro’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.
- 9.3. Capital Metro’s Third Party Service Provider shall provide dispatch and radio monitoring personnel during hours of Service. Capital Metro’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.

10. FARE COLLECTION

- 10.1. Capital Metro’s Third Party Service Provider shall collect all fare revenue.

- 10.2. The amount of fares collected will be documented on the City's monthly invoice and deducted from the cost of service.
- 10.3. Capital Metro's Third Party Service Provider shall provide the City with fare media for Georgetown transit services.
- 10.4. Capital Metro may assist the City of Georgetown in preparing a proposal for GoGeo ticket sales at the HEB on 1100 N. Interstate 35 Frontage Rd., Georgetown, Texas 78626, or other locations as agreed upon by the Parties.

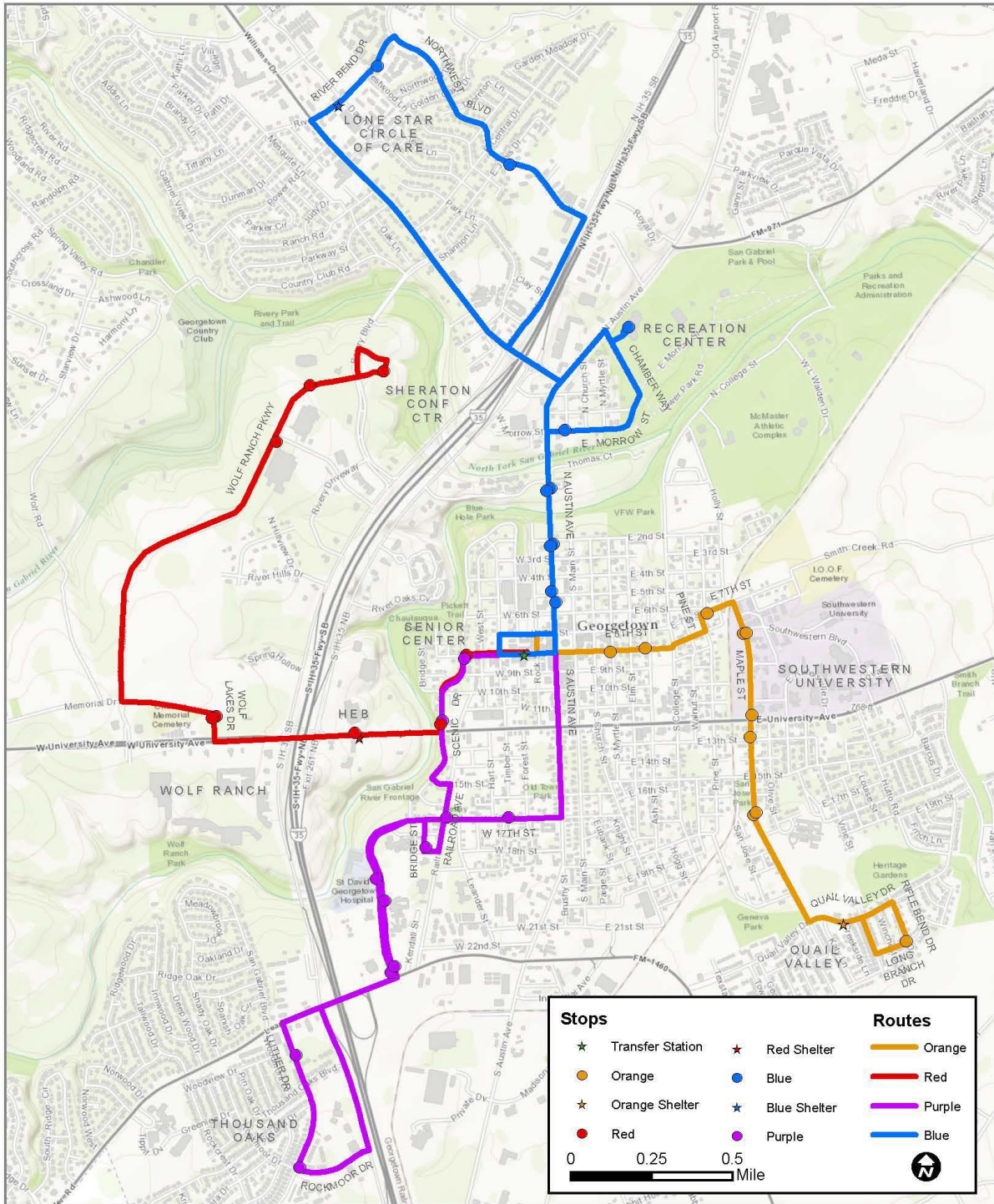
11. MARKETING AND PUBLIC RELATIONS

- 11.1 Capital Metro and the City will coordinate on all schedules, maps and other printed materials required for marketing the Service. Capital Metro 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.
- 11.2 All marketing material for GoGeo shall be the responsibility of the City.
- 11.3 Capital Metro shall assist the City of Georgetown in outreach and coordination with Southwestern University and to assist in promotion of free fares for Southwestern University students.

Exhibit B – Routes



BUS SERVICE



Attachment: GeoTown ILA-FY21 Transit Services (4681 : ILA with City of Georgetown for Contract Transit Service)

Exhibit C – Fees

C1 – FY21 Service

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funding	Local Funding from Georgetown
Fixed Route and one Paratransit Vehicle (partially funded by 5307)	10,550	\$85.05	\$897,278	\$343,327	\$553,951

C2 - Additional Paratransit Vehicle

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5310 Funding	Local Funding from Georgetown
Paratransit Vehicle (partially funded by 5310)	1,345	\$85.05	\$114,392	\$48,974	\$65,418

C3 – Totals

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 and 5310 Funding	Local Funding from Georgetown
Total FY21 Service	11,895	\$85.05	\$1,011,670	\$392,301	\$619,369

Exhibit D – Measures

City of Georgetown

FY21 Fixed-Route Performance Goals and Measures

I. Transit Goals and Objectives

Transit system performance must be measured based on goals and standards that reflect the operating environment and values of the community it serves. The goals and objectives for transit service in Georgetown were established in the 2015 Georgetown Transit Development Plan. The goals and objectives reflect the needs heard from the community, a review of existing conditions, and an analysis of the type of transit service that would meet the community's needs. Below are the four goals developed through this process.

Goal 1: Provide a safe, reliable, efficient, and accessible transportation option for residents and visitors of Georgetown.

Objective: Improve service efficiency and reliability for existing service by meeting or exceeding established standards of performance.

- Strategy: Identify key performance indicators specific to Georgetown; establish standards for these indicators that correlate with effective service delivery.
- Strategy: Establish a schedule for service evaluation and follow-up remedial actions.
- Strategy: Improve productivity in the service area.

Goal 2: Adequately address the mobility needs of Georgetown residents.

Objective: Improve access to employment, healthcare, shopping, and recreation.

- Strategy: Identify locations of employment, healthcare, shopping and recreation locations.
- Strategy: Define delivery times for employment, healthcare, shopping and recreation locations.
- Strategy: Refine routing to provide more direct access to some of the major destinations in the city, within existing resources based on location and delivery time review.

Goal 3: Maximize resource utilization and operational efficiency with respect to system administration and operations.

Objective: Maintain capital assets (vehicles and maintenance materials) in State of Good Repair.

- Strategy: Develop objective standards for measuring conditions of capital assets.
- Strategy: Establish performance measures for capital assets.
- Strategy: Develop policies and standards for replacement and rehabilitation of capital assets.

Goal 4: Develop a local system that operates effectively in the short-term, continues to develop an audience for regional transit options in the mid-term, and will connect the local community to the region in the long-term.

Objective: Provide access to activity centers today with an understanding of where future regional transit infrastructure is proposed to be located.

- Strategy: Submit regional transit projects to the CAMPO Transportation Improvement Plan (TIP).
- Strategy: Develop dedicated funding sources for local transit system.
- Strategy: Promote Project Connect North through city website and biennial Citizen Survey. Coordinate public awareness of Project Connect through public meetings and open houses.

II. Performance Measures

Performance measures are developed to address standards of service effectiveness, cost effectiveness, and cost efficiency. These standards will be used to guide service evaluations, set standards for future service changes, ensure compliance with federal requirements for the city of Georgetown, and ensure that the city's transit goals are being met.

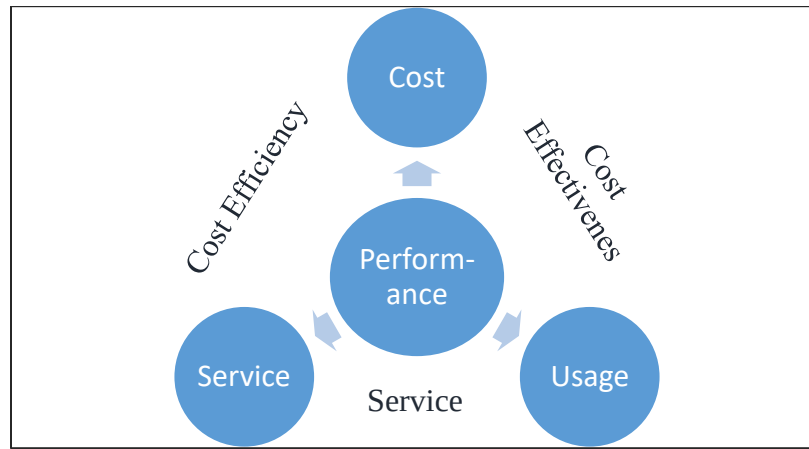
The standards used to measure performance of the Georgetown system are a sub-set of the measures that all federally funded transit agencies are required to provide the National Transit Database (NTD). The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) are required by statute to submit data to the NTD.

There are several measures that are used for NTD reporting; however, some measures are more helpful in determining success of a route or system. Five measures have been selected to monitor the Georgetown fixed-route service. They are based on the selected measures that peer transit agencies use to monitor transit systems and include:

1. Passengers per revenue hour (service effectiveness/productivity)
2. Fare recovery ratio (cost effectiveness)
3. Cost per passenger (cost effectiveness)
4. Cost per revenue hour (cost efficiency)
5. On-Time Performance (service effectiveness)
6. Total Annual Ridership (service effectiveness)

The six performance measures will be considered in relationship to each other, as success of a system is based on a number of factors, as shown below. The measures will be reported by route and by the system as a whole. Additionally, the measures should be reported to Georgetown City Council at least yearly in order to assist City Council in making decisions about the routes and the system.

Performance Standards and Common Elements



III. Descriptions of Key Performance Measures and Goals for FY21

Below is a description of the performance measures and goals that will be used to assess Georgetown's four core bus routes. Routes one and two are paired, so the goals should be shown in combination for both routes. Routes three and four are also paired, so the goals are paired as well.

1. PASSENGERS PER REVENUE HOUR

Passengers per revenue hour is a key productivity measurement that works as an effective tool for future service planning. Improving ridership is often the goal of planning bus service, however it is just as important to plan for additional ridership with a "right sized" route or system. Passengers per revenue hour is calculated by dividing the total number of passengers by the total number of revenue service hours. It provides a data point for monitoring ridership as it relates to total bus hours operated.

Passenger Per Revenue Hour Goals

	FY 21
Routes 1 & 2	6
Routes 3 & 4	6

2. FARE RECOVERY RATIO

Fare recovery is the fraction of operating expenses that are met by the fares paid by passengers. Fare recovery is calculated by dividing fare revenue by operating costs.

Fare Recovery Goals

	FY 21
Routes 1 & 2	6%
Routes 3 & 4	6%

3. COST PER PASSENGER

Cost per passenger is designed to track the cost effectiveness for the system as it relates to ridership over time. Cost per passenger is calculated by dividing the total operating expenses by total passengers (unlinked trips) to calculate the cost for each passenger on the service. Cost per passenger does not include fare recovery.

Cost Per Passenger Goals

	FY 21
Routes 1 & 2	\$12
Routes 3 & 4	\$12

4. COST PER REVENUE HOUR

Cost per revenue hour is considered a cost efficiency measure, focusing on how well an agency uses resources to deliver services, irrespective of usage. Cost per revenue hour is calculated by dividing total operating expenses by revenue hours. Revenue hours represent the hours that vehicles are available for public use. Cost per revenue hour does not include fare recovery.

Cost Per Revenue Hour Goals

	FY 21
Routes 1 & 2	\$89
Routes 3 & 4	\$89

5. ON-TIME PERFORMANCE

Schedule adherence or on-time performance refers to the level of success of the bus remaining on the published schedule. On time performance is expressed as a percentage, with a higher percentage meaning more vehicles are on time. The level of on time performance is an important measure of the effectiveness of the system.

On-Time Performance Goals

	FY 21
Routes 1 & 2	95%
Routes 3 & 4	95%

6. TOTAL ANNUAL RIDERSHIP

Total annual ridership is the actual number of passengers served by the transit routes. The data items are reported as the number of yearly unlinked passenger trips. Unlinked passenger trips are defined as the number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

Total Annual Ridership Goals

	FY 21
Routes 1 & 2	20,000
Routes 3 & 4	20,000
Total	40,000

Exhibit E - Insurance

1. 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.
2. Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with Transit Services with limits not less than One Million Dollars (\$1,000,000) and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.
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).

CARTS Services Supplement No. 9 Amendment 3 Georgetown

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to the City of Georgetown for a period of one year in an amount not to exceed \$900,000.

Capital Metropolitan Transportation Authority**MEETING DATE: 9/16/2020****Board of Directors****(ID # AI-2020-1262)****CARTS Contracted Services Supplement No. 9 Amendment 3 Georgetown****SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to the City of Georgetown for a period of one year in an amount not to exceed \$900,000.

FISCAL IMPACT

Funding for this action is available in the FY2021 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

4. Valued Community Partner

Strategic Objectives:

4.2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT:

The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the border 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 agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:

Capital Metro 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 3 to Supplement No. 9) allows for the provision of transit service for the City of Georgetown. This service will be operated at a cost of \$81.00 per vehicle hour, consistent with the other services operated under the Capital Metro/CARTS partnership. Approximately 11,000 service hours are projected for FY21.



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: Bus Operations and Maintenance



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1262)

CARTS Contracted Services Supplement No. 9 Amendment 3 Georgetown

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro 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 President & CEO, or his designee, is authorized to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to the City of Georgetown for a period of one year in an amount not to exceed \$900,000.

**Secretary of the Board
Eric Stratton**

Date: _____

Attachment: Resolution-AI-2020-1262 (4682 : CARTS Services Supplement No. 9 Amendment 3 Georgetown)

**AMENDMENT NO. 3 TO CONTRACTED SERVICES SUPPLEMENT NO. 9
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Services to the City of Georgetown)

This Amendment No. 3 to Contracted Services Supplement No. 9 to 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”**), collectively referred to as the **“Parties”**, upon the premises and for the consideration stated herein.

RECITALS:

- A. Whereas, Capital Metro 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 desire to further amend the Supplement.

NOW, THEREFORE, by its execution below, Capital Metro 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 Capital Metro, the transportation services described in Attachment SOS-4 (**“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-4) 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 in Attachment SFP-4 (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-4.

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 May 1, 2015 and terminate on September 30, 2021. 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 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. **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
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
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
SUPPLEMENT NO. 9 TO MASTER REGIONAL MOBILITY AGREEMENT****(City of Georgetown Fixed Routes and Demand Response)**

Capital Metro 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

Capital Metro Source of Funds for Payment of Contracted Service:

For FY21 Service: 60% Local Funds & 40% FTA Section 5307 Funds

For Additional Paratransit Vehicle: 52% Local Funds & 48% FTA Section 5310 Funds

The city of Georgetown will be responsible for 100 percent if /when the Section 5307 Funds expenditure balance is exhausted.

For the purposes of payment, a demand response and fixed route vehicle 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-4

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

(City of Georgetown Fixed Routes and Demand Response)

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 Capital Metro Go Line at (512) 474-1200.

CARTS shall obtain all required licenses and permits to operate in the Capital Metro 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 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://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 GoGeo Fixed Routes (471, 472, 473, and 474) within the City of Georgetown and GoGeo paratransit service for ADA eligible customers within

the City of Georgetown.

CARTS shall perform the necessary certification for customers eligible to use the paratransit service and provide a list of eligible customers on a monthly basis to Capital Metro. CARTS shall only transport ADA eligible customers that have been certified by CARTS on the paratransit service and refer any non-certified customers to apply for eligibility.

3.0 VEHICLE HOURS

Vehicle hours per vehicle for GoGeo fixed route service are provided below:

Estimated Total Weekday Hours = 12 hours per day.

Estimated Total Saturday Hours = 10 hours per day.

Estimated Total Hours Annually = 7,100.

Vehicle hours per vehicle for GoGeo paratransit service are provided below:

Estimated Total Weekday Hours = 12 hours per day.

Estimated Total Saturday Hours = 10 hours per day.

Estimated Total Hours Annually = 3,450.

4.0 VEHICLE REQUIREMENTS

Fixed Route: Two vehicles are required to operate the fixed route service that is comprised of 2 interlined routes.

Demand Response: One (1) peak vehicle is required for paratransit service. The vehicle shall be accessible and capable of transporting at least twelve (12) seated persons.

An additional paratransit vehicle not to exceed 1,345 vehicle hours may be provided at CARTS' discretion in consultation with Capital Metro and the City of Georgetown.

5.0 SERVICE PERIOD

The fixed route and paratransit service will operate weekdays from approximately 7:00 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 6:00 p.m. (times may vary within this window based on specific route schedules).

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trips scheduled 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; 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 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 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 Capital Metro. Included in the programming of each destination is the phrase "GoGeo". 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, 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 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 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 a CARTS invoice for that month. The following information shall be provided to the Capital Metro 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

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), 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, Capital Metro 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.

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

The GoGeo Services 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 Capital Metro 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. 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 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 Capital Metro'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 Capital Metro in its sole discretion.

15.0 REMOVAL

Capital Metro may require CARTS to immediately remove, pending investigation, any operator from Capital Metro 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 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) 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 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 Contracted 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 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. 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. 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 Capital Metro to allow for Capital Metro'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 Capital Metro.

19.0 FARE COLLECTION

CARTS shall collect fares and charges as 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) City of Georgetown employees with valid identification.
- c) Seniors or persons with disabilities with proper Capital Metro issued identification card.
- d) K – 12 students, with valid ID.
- e) Ten (10) and younger must be accompanied by someone twelve (12) or older.
- f) UT students, faculty or employees presenting a valid UT identification card.
- g) Complementary tickets or ticket passes.

- h) Southwestern University students, faculty and staff presenting Pirate passes.

Capital Metro 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 Capital Metro. All fares collected are subject to audit by Capital Metro 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 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 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. 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 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.
- d) In addition, City of Georgetown specific performance specifications are shown below:

	FY2020
Passengers per Revenue Hour	
Routes 1 & 2	6
Routes 3 & 4	6
Farebox Recovery	
Routes 1 & 2	6%
Routes 3 & 4	6%
Cost per Passenger	
Routes 1 & 2	\$12
Routes 3 & 4	\$12
Cost per Revenue Hour	
Routes 1 & 2	\$89
Routes 3 & 4	\$89
On-Time Performance	
Routes 1 & 2	95%
Routes 3 & 4	95%

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, FARE MEDIA AND PUBLIC RELATIONS

Capital Metro shall furnish all schedules, maps, 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 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 Capital Metro 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 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 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. 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.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 09/28/2020
(ID # 4683)**

Amended and Restated ILA Between Capital Metro and Travis County

Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a one-year Amended and Restated 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 \$233,308 in FTA Section 5307 funds and \$513,867 in local funds from Travis County per year.

**Capital Metropolitan Transportation Authority
Board of Directors**

MEETING DATE: 9/16/2020

(ID # AI-2020-1269)

Amended and Restated ILA Between Capital Metro and Travis County

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a one-year Amended and Restated 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 \$233,308 in FTA Section 5307 funds and \$513,867 in local funds from Travis County per year.

FISCAL IMPACT

This action reimburses CMTA for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment: 2. Ridership Strategic Objectives: 2.2 Lead public transportation and development

Strategic Objectives:

1.2 Ridership, 2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT: This project will help Capital Metro 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 Capital Metro Service Expansion Program, which provides Travis County with up to \$233,308 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 agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Travis County is participating in the Capital Metro Service Expansion Program. This program provides a portion of FTA Section 5307 funding to areas that are urbanized but are outside the Capital Metro service area. Based on the unincorporated urbanized area population, Travis County has \$233,308 in federal transit funding available per year 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 continued funding of the urbanized unincorporated portions of the Routes 233 and 237, Route 271, Route 318, Manor Pickup and Hornsby Bend Feeder Pilot.



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

RESOLUTION (ID # AI-2020-1269)

Amended and Restated ILA Between Capital Metro and Travis County

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 negotiate and execute a one-year Amended and Restated 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 \$233,308 in FTA Section 5307 funds and \$513,867 in local funds from Travis County per year.

Date: _____

**Secretary of the Board
Eric Stratton**

Attachment: Resolution-AI-2020-1269 (4683 : Amended and Restated ILA Between Capital Metro and Travis County)

**AMENDED AND RESTATED 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 Amended and Restated Interlocal Agreement between Capital Metropolitan Transportation Authority and Travis County 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 (“**Capital Metro**”) and Travis County, a political subdivision of the State of Texas (“**Travis County**”). Capital Metro and Travis County are referred to in this Agreement collectively as the “Parties” and independently as a “Party”.

RECITALS

WHEREAS, Capital Metro and Travis County entered into that one certain Interlocal Agreement between Capital Metropolitan Transportation Authority and Travis County for Routes 233 and 237 and Implementation of the Travis County Transit Development Plan, dated effective October 22, 2018 (the “**Original Agreement**”) for the provision of Capital Metro’s transit services along Routes 233 and 237 and the implementation of Travis County’s Transit Development Plan (“**TDP**”) and

WHEREAS, the Parties entered into that certain Amendment No. 1 to the Original Agreement, dated effective September 27, 2019, to revise the Original Agreement with respect to the use of Section 5307 Funds for certain projects from the Travis County TDP and the amount of matching funds Travis County will expend (“**Amendment No. 1**”); and

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety;

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

I. Contracting Parties:

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

The Performing Agency: Capital Metropolitan Transportation Authority
("Capital Metro")
2910 E. 5th Street
Austin, TX 78702

II. Background:

1. Capital Metro is a public agency 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 Capital Metro) and the Anderson Mill area of Williamson County.
2. Texas Transportation Code, Section 451.056, grants Capital Metro the authority to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area.
3. A Service Expansion Policy, approved by Capital Metro's Board of Directors in June 2008, amended in April 2014, and endorsed by the Capital Area Metropolitan Planning Organization (CAMPO) in June 2014, allows Capital Metro to partner with cities and counties that are not currently a part of Capital Metro's service area.
4. In July 2015, Capital Metro and Travis County entered into an agreement (the "**2015 Agreement**") for Capital Metro to provide service on Route 233 (the Far Northeast Feeder) and Route 237 (the Northeast Feeder) in portions of Travis County not within Capital Metro's service area. The 2015 Agreement terminated on June 30, 2016.
5. Capital Metro and Travis County subsequently entered into that certain Interlocal Agreement for Capital Metropolitan Transportation Authority to Provide Northeast Flex Route and Far North Flex Route, dated effective July 1, 2016 (the "**2017 Agreement**") for Capital Metro to continue service. The 2017 Agreement terminated on September 30, 2018.
6. 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.

7. Travis County desires for Capital Metro to continue to provide transit service in the unincorporated urbanized areas of Travis County, , and Capital Metro desires to continue to provide these transit services.
8. In order to provide a sustainable funding partnership for transit services in the unincorporated urbanized areas of Travis County, Capital Metro and Travis County propose to continue to include the County in Capital Metro's regional Service Expansion Program.
9. 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**") to be included in Capital Metro's regional Service Expansion Program, Travis County, in cooperation with Capital Metro, prepared a Transit Development Plan ("**TDP**"), which was adopted by Travis County Commissioners Court on July 10, 2018.
10. The TDP recommends implementation of additional transit service in urbanized unincorporated portions of Travis County that are eligible for Section 5307 Funds.

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

1. Capital Metro 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 Capital Metro's service area (collectively, the "**Bus Routes**"):
 - a. Route 233 (Far Northeast Feeder Route);
 - b. Route 237 (Northeast Feeder Route);
 - c. Route 271 (Del Valle Feeder);
 - d. Route 318 (Westgate/Slaughter);
 - e. Manor Area Pickup; and
 - f. Hornsby Bend Feeder
2. The balance of Section 5307 Funds not used for the Services described in Section III.1 above will be used for implementation of the following projects identified in the Travis County TDP that are eligible for FTA Section 5307 Funds from Federal Fiscal Year (FY) 2019 to FY 2021 (October 1, 2018 – September 30, 2021) ("**TDP Services**"):
 - a. Capital costs, including planning studies, bus stop amenities, public engagement and other eligible costs for TDP implementation

- b. 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

Travis County will update the TDP annually and projects may be added or modified based on funding availability.

- 3. As with all Capital Metro services, passengers accessing the Services will be allowed access to all other fixed routes and rail, provided that they pay the appropriate fares charged by Capital Metro.
- 4. Capital Metro may provide the Services through a third-party service provider.
- 5. All public relations related to the Services will be coordinated through the Capital Metro Public Information Office.
- 6. Capital Metro 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.
- 7. Capital Metro and Travis County staff will meet at least quarterly to review performance and coordinate on any modification to the Bus Routes.

IV. Financial Terms:

- 1. The Total Estimated Project Cost is \$747,175. Total Section 5307 Fund expenditures under this Agreement shall not exceed \$233,308 for Federal Fiscal Year 2021. 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.
- 2. For Federal Fiscal Year 2021, Travis County will provide local match funds in an amount that shall not exceed \$513,867, which includes \$87,740 for Routes 233 and 237, unless the Travis County Commissioners Court specifically authorizes additional funding for this Agreement. Travis County will match the above Section 5307 Funds as follows:
 - a. Travis County will provide a match of 20 percent for TDP Services capital and planning projects.

- b. Travis County will provide a match of 60 percent for Bus Services.
 - c. Travis County will be responsible for 100 percent after the Section 5307 Funds expenditure balance is exhausted, but only to the extent those that those additional charges do not exceed \$513,867.
- 3. Fare Recovery. Capital Metro will deduct the following amounts from each monthly invoice:
 - a. For Bus Routes 271 (Del Valle Feeder) and 318 (Westgate/Slaughter), Capital Metro will deduct an amount equal to the product of (i) the total cost of Services for Bus Routes 271 (Del Valle Feeder) and 318 (Westgate/Slaughter) provided by Capital Metro under this Agreement for the invoiced month and (ii) Capital Metro's actual fare recovery percentage for the invoiced month. The monthly Capital Metro fare recovery percentage will be calculated by dividing (i) the total amount of actual fares collected for all transit services provided by Capital Metro in the invoiced month by (ii) the total amount of Capital Metro's operation costs for the invoiced month.
 - b. For the Hornsby Bend Feeder, Capital Metro will deduct from each monthly invoice an amount equal to the product of (i) the total numbers of customers utilizing the Hornsby Bend Feeder for the invoiced month and (ii) the revenue collected by Capital Metro for each such customer. As of the Effective Date of the Agreement, Capital Metro collects \$0.54 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments. Capital Metro will provide written notification to Travis County of any such change, including the reasons for the change and the effective date of the change.
 - c. For the Manor Area Pickup, Capital Metro will deduct from each monthly invoice an amount equal to the product of (i) one-quarter (1/4) of the total numbers of customers utilizing the Manor Area Pickup for the invoiced month and (ii) the revenue collected by Capital Metro for each such customer. As of the Effective Date of the Agreement, Capital Metro collects \$0.54 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments. Capital Metro will provide written notification to Travis County of any such change, including the reasons for the change and the effective date of the change.

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

Travis County Transportation and Natural Resources Department
Attention: Financial Services
P.O. Box 1748
Austin, Texas 78767
7. 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.
8. Travis County is responsible for tracking invoices and the Section 5307 Funds expenditure balance. Travis County and Capital Metro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.

V. Term of the Agreement:

This Agreement shall take effect on October 1, 2020 (“**Effective Date**”) and terminates September 30, 2021.

VI. Default:

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

VII. 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 the Receiving Party or Performing 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 it 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 Samuel T. Biscoe (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

David Escamilla (or his successor)

Travis County Attorney
P.O. Box 1748
Austin, TX 78767
Attention: File Number 356.19

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

PERFORMING PARTY: Randy Clarke (or his successor)
President/CEO
Capital Metropolitan Transportation Authority
2910 E. 5th St.
Austin, TX 78702

WITH A COPY TO: Chief Counsel
Capital Metropolitan Transportation Authority
2910 E. 5th St.
Austin, TX 78702

d. Entire Agreement

This Agreement contains the complete and entire agreement between the Contracting 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 including, without limitation, the Original Agreement, as amended, which Original Agreement shall be deemed null and void, and of no further force or effect as of the Effective Date. 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 Performing Party, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by Capital Metro'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, Capital Metro President & CEO will have the authority to negotiate and execute amendments to this Agreement on behalf of Capital Metro without further action from the Capital Metro Board of Directors, but only to the extent necessary to implement and further the clear intent of the Capital Metro 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) Capital Metro 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 Capital Metro 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. Capital Metro 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.

[Signatures on following page]

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

By: _____
Sharmila Mukherjee
Executive Vice President
Planning and Development :

Signature Date: _____

Approved as to Form

By: _____
CMTA Legal Department

RECEIVING AGENCY
Travis County, Texas

By: _____
Samuel T. Biscoe
County Judge

Signature Date: _____

CARTS Contracted Services Supplement No. 10 Amendment 1

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 1 to Supplement No. 10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of one year in an amount not to exceed \$229,878.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 9/16/2020
(ID # AI-2020-1270)**

CARTS Contracted Services Supplement No. 10 Amendment 1

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 1 to Supplement No.10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of one year in an amount not to exceed \$229,878.

FISCAL IMPACT

This action reimburses CMTA for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment: 1. High Quality Customer Experience 4. Valued Community Partner Strategic Objectives: 1.2 Ridership 4.4 Organizational Partner Satisfaction

Strategic Objectives:

2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT:

The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the border 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 agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Capital Metro 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 1 to Supplement No. 10) allows for the provision of a pilot project with Travis County for the Hornsby Bend Feeder. This service will be operated at the costs of \$81.00 per vehicle hour, consistent with other services operated under the Capital Metro/CARTS partnership. Approximately 2,838 service hours are projected for the FY21. This project is funded 100 percent by Travis County using FTA and local funds. A separate agreement exists between Capital Metro and Travis County to



provide the funding for this service.

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

RESOLUTION (ID # AI-2020-1270)

CARTS Contracted Services Supplement No. 10 Amendment 1

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro 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 President & CEO, or his designee, is authorized to finalize and execute Amendment 1 to Supplement No.10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of one year in an amount not to exceed \$229,878.

Secretary of the Board
Eric Stratton

Date: _____

Attachment: Resolution-AI-2020-1270 (4684 : CARTS Contracted Services Supplement No. 10 Amendment 1)

**AMENDMENT NO. 1 TO CONTRACTED SERVICES SUPPLEMENT NO. 10
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Hornsby Bend Pilot Feeder)

This Amendment No. 1 to Contracted Services Supplement No. 10 to 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 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**”). Capital Metro and CARTS are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”, upon the premises and for the consideration stated herein.

RECITALS:

- A. Whereas, Capital Metro 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. 10 dated effective October 1, 2019 (the “**Supplement**”); and,
- C. Whereas, the Parties desire to further amend the Supplement as set forth herein.

NOW, THEREFORE, by its execution below, Capital Metro 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 Services provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-2 (Schedule of Fees and Payments), attached and incorporated herein for all purposes.
- 2. Attachment SFP-1 is deleted in its entirety and replaced with Attachment SFP-2 attached hereto.
- 3. The total contract amount for Fiscal Year 2021 (October 1, 2020 to September 30, 2021) shall not exceed \$229,878.00.

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 October 1, 2019 and terminate on September 30, 2021. 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 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.
5. **PILOT FUNDING.** Section 2.0 of SOS-1 of the Supplement, third sentence, is deleted in its entirety and replaced with the following: This pilot is funded by Travis County.
- 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.

[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
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-2 - Schedule of Fees and Payments

ATTACHMENT SFP-2**SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 10 TO MASTER REGIONAL MOBILITY AGREEMENT****Hornsby Bend Feeder Pilot**

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

October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour

Source of Funds for Payment of Contracted Service:

Travis County – 60% Local Funds, 40% FTA Funds

For the purposes of payment, a vehicle hour means the time a vehicle leaves its base at the start of 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).

CARTS Contracted Services Supplement No. 8 Amendment 3

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 3 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 \$778,572.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 9/16/2020
(ID # AI-2020-1271)**

CARTS Contracted Services Supplement No. 8 Amendment 3

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 3 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 \$778,572.

FISCAL IMPACT

Funding for this action is available in the FY2021 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment: 1. High Quality Customer Experience 4. Valued Community Partner Strategic Objectives: 1.2 Ridership 4.4 Organizational Partner Satisfaction

Strategic Objectives:

2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT: The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the border 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 agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Capital Metro 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 3 to Supplement No. 8) allows for the provision of transportation in the Manor Area. This service will be operated at the costs of \$81.00 per vehicle hour, consistent with other services operated under the Capital Metro/CARTS partnership. Approximately 9612 service hours are projected for the FY21. This project is funded 25 percent by Travis County using FTA and local funds. A



separate agreement exists between Capital Metro and Travis County to provide the funding for this service.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Demand Response



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1271)

CARTS Contracted Services Supplement No. 8 Amendment 3

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro 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 President & CEO, or his designee, is authorized to finalize and execute Amendment No. 3 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 \$778,572.00.

Date: _____

**Secretary of the Board
Eric Stratton**

Attachment: Resolution-AI-2020-1271 (4685 : CARTS Contracted Services Supplement No. 8 Amendment 3)

**AMENDMENT NO. 3 TO CONTRACTED SERVICES SUPPLEMENT NO. 8
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Manor Pickup)

This Amendment No. 3 to Contracted Services Supplement No. 8 to 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 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**”). 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 (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 desire to further amend the Supplement as set forth herein.

NOW, THEREFORE, by its execution below, Capital Metro 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 in Attachment SFP-4 (Schedule of Fees and Payments), attached hereto and incorporated herein for all purposes.

2. The total contract amount for Fiscal Year 2021 (October 1, 2020 to September 30, 2021) shall not to exceed \$778,572.00.
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 4, 2019 and terminate on September 30, 2021. 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 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.
4. Section 3.0, Vehicle Hours, of Attachment SOS-3 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 = 36

Estimated Total Hours Annually = 9,612

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

5. Section 4.0, Vehicle Requirements, of Attachment SOS-3 of the Supplement is deleted in its entirety and replaced with the following:

4.0 Vehicle Requirements.

Three (3) peak vehicles are required. 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
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
Dave L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-4 - Schedule of Fees and Payments

ATTACHMENT SFP-4
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 8 TO MASTER REGIONAL MOBILITY AGREEMENT

Manor Pickup

Capital Metro 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

Source of Funds for Payment of Contracted Service:

Capital Metro – 100% Local Funds

Travis County – 60% Local Funds, 40% 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).

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 09/28/2020
(ID # 4686)**

ILA with the City of Pflugerville for a Pickup Pilot Project

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service for an amount not to exceed \$200,157 in FTA funds and \$310,235 in local funds from the City of Pflugerville.

**Capital Metropolitan Transportation Authority
Board of Directors**

MEETING DATE: 9/16/2020

(ID # AI-2020-1299)

ILA with the City of Pflugerville for a Pickup Pilot Service Project

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service for an amount not to exceed \$200,157 in FTA funds and \$310,235 in local funds from the city of Pflugerville.

FISCAL IMPACT

This action reimburses CMTA for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

4. Valued Community Partner Strategic Objectives: 4.4 Organizational Partner Satisfaction

Strategic Objectives:

1.2 Ridership: 2 Build Partnerships

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

BUSINESS CASE: The city of Pflugerville is participating in the Capital Metro Service Expansion Program, which provides the city of Pflugerville with FTA Section 5307 Funds for transit projects. This ILA defines the parameters for the amount and use of the federal funds for this project.

COMMITTEE RECOMMENDATION:

This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Through the Capital Metro Service Expansion Program, the city of Pflugerville uses a combination of FTA and local funds to pay 100 percent of the cost for transit service operated in the city. To use the FTA funds, the city completed and adopted a Transit Development Plan (TDP) in 2018 in compliance with the Capital Metro Service Expansion Policy. This is for a one-year Pickup pilot.



DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Demand Response



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1299)

ILA with the City of Pflugerville for a Pickup Pilot Service Project

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

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 an Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service for an amount not to exceed \$200,157 in FTA funds and \$310,235 in local funds from the city of Pflugerville.

**Secretary of the Board
Eric Stratton**

Date: _____

Attachment: Resolution-AI-2020-1299 (4686 : ILA with the City of Pflugerville for a Pickup Pilot Project)

**INTERLOCAL AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF PFLUGERVILLE
FOR A PICKUP SERVICE PILOT PROJECT**

This Interlocal Agreement (this “**Agreement**”) is entered into by and between Capital Metropolitan Transportation Authority (“**Capital Metro**”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code and the City of Pflugerville (“**City**”), a Texas municipal corporation and political subdivision of the State of Texas. Capital Metro and the City are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**”. The Parties' execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, the Parties recognize the importance of a regional mobility system and would like to provide access to public transportation within the City; and

WHEREAS, the City is not within the Capital Metro service area; and

WHEREAS, Section 451.056 of the Texas Transportation Code grants Capital Metro the authority to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area; and

WHEREAS, A Service Expansion Policy, approved by Capital Metro’s Board of Directors in June 2008, amended in April 2014, and endorsed by the Capital Area Metropolitan Planning Organization (“**CAMPO**”) in June 2014, allows Capital Metro to partner with cities and counties that are not currently a part of Capital Metro’s service area; and

WHEREAS, City intends to utilize Federal Transit Administration (“**FTA**”) funding under 49 U.S.C. 5307 to partly fund the cost of the Pickup Service; and

WHEREAS, 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**”) and be included in Capital Metro’s regional Service Expansion Program, the City, in cooperation with Capital Metro, prepared a Transit Development Plan (as amended, the “**TDP**”), which was adopted by the City on August 14, 2018; and

WHEREAS, the Parties now desire to enter into a one-year pilot project in which Capital Metro provides City with Pickup on-demand transit services (“**Pickup Service**”).

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

I. Contracting Parties:

The Receiving Agency: City of Pflugerville
100 E. Main Street, Suite 300
Pflugerville, TX 78660

The Performing Agency: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, TX 78702

II. Services: The Parties will work together to perform the following services (collectively, the “**Services**”):

1. Capital Metro agrees to provide, as a pilot, a Pickup Service to serve a portion of the City, as shown in Exhibit B, for a one-year period. As part of the Services, Capital Metro will provide customer service to address questions and issues of Pickup Services customers.
2. Vehicles and vehicle hours may be adjusted by written mutual agreement of the Parties based on customer demand. Such agreement may be made by electronic mail between representatives of the Parties, whose e-mail addresses will be exchanged by the Parties on or after the Effective Date.
3. Capital Metro may provide the Services through a third-party service provider in accordance with this Agreement and applicable Capital Metro policies and procedures.
4. All public relations related to the Services will be coordinated through the Capital Metro Communications Office. Except as otherwise provided in Section II(5) of this Agreement, publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Agreement which the City desires to make for the purposes of publication in whole or in part, shall be subject to approval by Capital Metro prior to release.
5. Capital Metro will provide the City a comprehensive Communications and Marketing Plan. The City will work with Capital Metro on marketing and communications efforts as part of delivery and refinement for the Pickup Service. The City will reimburse Capital Metro for the “hard” costs associated with the Communications and Marketing Plan, including, but not limited to, printing and mailing costs. The Parties will mutually agree to the expenditure of such “hard” costs prior to Capital Metro incurring the costs.

6. The Pickup Service will follow Capital Metro's Holiday Schedule.
7. As with any Capital Metro services, customers on the Pickup Service will be allowed access to Capital Metro's fixed route and rail services, provided that they pay the appropriate fares charged by Capital Metro.
8. Capital Metro will monitor ridership on the Pickup Services and e-mail ridership reports to City staff on a monthly basis.
9. Capital Metro and City staff will meet at least quarterly to review performance measures and coordinate on any modification to the Pickup Service.
10. Capital Metro shall provide the City with a point of contact(s) to ensure communication during Agreement performance and address customer service questions and resolutions. City shall designate a City representative as a point of contact(s) for the Agreement. A Party will notify the other Party in writing of its contact person and will subsequently provide written notification of any changes to its respective contact person, if necessary.

III. Financial Terms:

1. The total Section 5307 Fund expenditures utilized by the City under this Agreement shall not exceed \$200,157 per Federal Fiscal Year as set forth in **Exhibit "A"**. 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.
2. The total local fund expenditures made by the City under this Agreement shall not exceed \$310,235 per Federal Fiscal Year as set forth in **Exhibit "A"**, unless approved by the City of Pflugerville City Council. The City will expend local fund expenditures as follows:
 - a. A local fund match equal to sixty percent (60%) of the 5307 Funds will be expended for Pickup Services.
 - b. Up to \$10,000 will be allocated for the reimbursement of "hard" costs related to the Communications and Marketing Plan in accordance with Section II(5) of this Agreement.
3. Costs for the Pickup Services are offset by fares collected from customers of the Pickup Services. Capital Metro will deduct from each monthly invoice for Pickup Services an amount equal to the product of (i) the total numbers of customers utilizing Pickup Service for the invoiced month multiplied by (ii) the revenue collected by Capital Metro for each such customer (as of the Effective Date of the Agreement, Capital Metro collects \$0.54 in revenue per customer, but such amount is subject to change based on various factors, including fare

adjustments. Capital Metro will provide written notification to the City of any such change).

4. Capital Metro will submit a “correct and complete” monthly invoice to the City for the Pickup Services performed in the previous month in an amount equal to any costs incurred by Capital Metro for the Pickup Services provided that exceed the eligible Section 5307 Funds available for those Pickup Services as well as any reimbursements costs associated with the Communications and Marketing Plan pursuant to Section II(5) of this Agreement. The City will make payments under this Agreement in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code).
5. In order to be considered “correct and complete,” an invoice must include at least the following information:
 - a. Name, address, and telephone number of Capital Metro and similar information in the event payment is to be made to a different address;
 - b. The name of this Agreement;
 - c. Identification of items or Services as outlined in the Agreement; and,
 - d. Any additional payment information which may be called for by this Agreement.
6. Each invoice must be submitted monthly to:

City of Pflugerville
Attention: Transit Program Invoice
planning@pflugervilletx.gov
7. No other charges, expenses, contributions, recoupments, or charge backs shall be due from or paid by the City in the performance of this Agreement. Notwithstanding any provision to the contrary, the City will not pay for any Services until after the Services have been satisfactorily provided and the City has received a correct and complete invoice. Invoices will be sent on a monthly basis.
8. The City is responsible for tracking invoices and the Section 5307 Funds expenditure balance. The City and Capital Metro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.
9. 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.

IV. Term and Termination:

This Agreement shall begin on October 1, 2020 (“**Effective Date**”) and continue through September 30, 2021. Either Party may terminate this Agreement, in whole or part, without cause, upon thirty (30) days’ prior written notice.

V. Default:

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

VI. 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 either 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, or the act or conduct of any person or persons not a party or privy hereto, then it 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 (which may be updated by the respective Party by written notice to other Party):

RECEIVING PARTY: City of Pflugerville
P.O. Box 589
Pflugerville, TX 78691-0589
Attn: City Manager

WITH A COPY TO: City Attorney
2500 W. William Cannon
Suite 609
Austin, TX 78745

PERFORMING PARTY: Randy Clarke (or his successor)
 President & CEO
 Capital Metropolitan Transportation Authority
 700 Lavaca Street, Suite 1400
 Austin, TX 78701

WITH A COPY TO: Chief Counsel
 Capital Metropolitan Transportation Authority
 700 Lavaca Street, Suite 1400
 Austin, TX 78701

- d. Entire Agreement. 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.
- e. Amendment. This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties. The City Manager and the Capital Metro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action from the City of Pflugerville City Council 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 of Pflugerville City Council and Capital Metro 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.
- 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 and inspection at their respective office during the period that this Agreement is in effect and for four (4) years after the Agreement is terminated or until any impending litigation or claims are resolved, whichever is later.
 - (2) Capital Metro and the City 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 Capital Metro or the City to waive any applicable exceptions to disclosure under the Texas Public Information Act.

- h. 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.
- i. 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.
- j. Application of Law. This Agreement is governed by the laws of the State of Texas.
- k. 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.
- l. 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.
- m. 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.
- n. 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.

Signatures on Next Page

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.

PERFORMING AGENCY

Capital Metropolitan Transportation Authority

By: _____

Sharmila Mukherjee
Executive Vice President
Strategic Planning and Development

Date: _____

Approved as to Form:

By: _____

CMTA Legal Department

RECEIVING AGENCY

City of Pflugerville, Texas

By: _____

Sereniah Breland
City Manager

Date: _____

Approved as to Form:

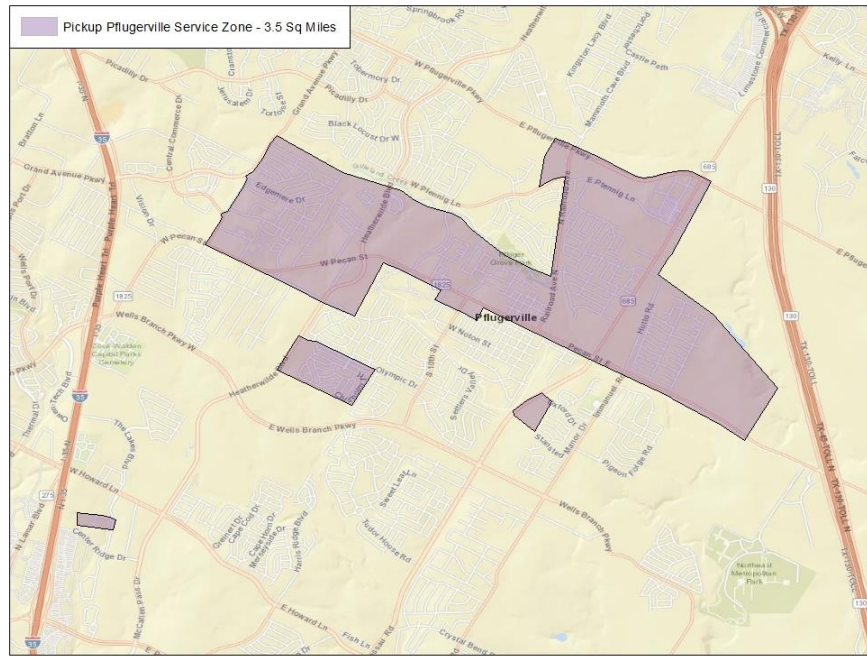
By: _____

Charles E. Zech, City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, PC

Exhibit “A”

The City of Pflugerville Pickup Pilot Estimated Costs			
Fiscal Year	Project Cost Estimate	FTA Section 5307 Funds	City of Pflugerville Local Funds
2021	\$510,392	\$200,157	\$310,235

Exhibit “B” Service Area Map



**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 09/28/2020
(ID # 4687)**

CARTS Services Supplement No. 2 Amendment 2 Route 214

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 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 \$682,000.

Capital Metropolitan Transportation Authority**MEETING DATE: 9/16/2020****Board of Directors****(ID # AI-2020-1261)****CARTS Contracted Services Supplement No. 2 Amendment 2 Route 214****SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 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 \$682,000.

FISCAL IMPACT

Funding for this action is available in the FY2021 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

4. Valued Community Partner

Strategic Objectives:

4.2 Build Partnerships

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 agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

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, 2020. Service cost per vehicle hour is scheduled at \$75.74 at no increase under the terms of this amendment.



The total estimated cost of the service, over a one-year period is \$682,000 for an estimated 9,000 vehicle hours annually.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1261)

CARTS Contracted Services Supplement No. 2 Amendment 2 Route 214

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 President & CEO, or his designee, is authorized to finalize and execute Amendment No. 2 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 \$682,000.

Date: _____

**Secretary of the Board
Eric Stratton**

Attachment: Resolution-AI-2020-1261 (4687 : CARTS Services Supplement No. 2 Amendment 2 Route 214)

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

(Route 214 – Northwest Feeder)

This Amendment No. 2 to Contracted Services Supplement No. 2 to 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”**), collectively referred to as the **“Parties”**, upon the premises and for the consideration stated herein.

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 Amendment No. 1 dated September 25, 2017 (**“Amendment No. 1”**); and
- D. Whereas, the Parties desire to further amend the Supplement.

NOW, THEREFORE, by its execution below, Capital Metro 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 Capital Metro, the transportation services described in Attachment SOS-3 (**“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-3) 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 Service provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-3 (**“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 shall commence on May 1, 2015 and terminate on September 30, 2021. 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 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. **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.

[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
 Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
 David L. Marsh
 General Manager

Date: _____

Attachments:

ATTACHMENT SFP-3 - Schedule of Fees and Payments

ATTACHMENT SOS-3 - Scope of Services

Attachment: Amendment 2 to CARTS CSS 2 for Route 214 (4687 : CARTS Services Supplement No. 2 Amendment 2 Route 214)

ATTACHMENT SFP-3
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

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://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 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 = 9,000.

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.capmetro.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://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 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.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 09/28/2020
(ID # 4688)**

CARTS Services Supplement No. 4 Amendment 2 Route 990

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 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 \$200,000.

Capital Metropolitan Transportation Authority**MEETING DATE: 9/16/2020****Board of Directors****(ID # AI-2020-1263)****CARTS Contracted Services Supplement No. 4 Amendment 2 Route 990****SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 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 \$200,000.

FISCAL IMPACT

Funding for this action is available in the FY2021 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

4. Valued Community Partner

Strategic Objectives:

4.2 Build Partnerships

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 agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

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, 2020.

This resolution authorizes the amendment to the current Contracted Service Supplement, which expires September 30, 2020. Service cost per vehicle hour is \$75.74. The total cost of the service, over a one-year period is estimated not to exceed \$200,000 for 2,700 estimated vehicle hours.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1263)

CARTS Contracted Services Supplement No. 4 Amendment 2 Route 990

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 by the Capital Metropolitan Transportation Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute Amendment No. 2 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 \$200,000.

Date: _____

**Secretary of the Board
Eric Stratton**

Attachment: Resolution-AI-2020-1263 (4688 : CARTS Services Supplement No. 4 Amendment 2 Route 990)

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

(Route 990 – Manor Express)

This Amendment No. 2 to Contracted Services Supplement No. 4 to 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**”), collectively referred to as the “Parties”, upon the premises and for the consideration stated herein.

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 Amendment No. 1 dated September 25, 2017 (“**Amendment No. 1**”); and
- D. Whereas, the Parties desire to amend the Supplement.

NOW, THEREFORE, by its execution below, Capital Metro 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 Capital Metro, the transportation services described in Attachment SOS-3 (“**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-3) 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 Service provided under this Supplement, CARTS

shall be paid as set forth in Attachment SFP-3 ("**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 shall commence on May 1, 2015 and terminate on September 30, 2021. 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 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. **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.

[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
 Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
 David L. Marsh
 General Manager

Date: _____

Attachments:

ATTACHMENT SFP-3- Schedule of Fees and Payments

ATTACHMENT SOS-3 – Scope of Services

ATTACHMENT SFP-3**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

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-3

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. 4 to Master Regional Mobility Agreement (“**Supplement**”) documents the requirements related to the operation of Route 990 - Manor Express. 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, 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 is required to comply with certain applicable Capital Metro policies and procedures on various subjects, including, but not limited to, the Code of Conduct, Tobacco-Free Workplace Policy, Physical Access Control Policy, and Access Control. The policies and procedures can be found here:

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

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 Each Weekday = 10.15

Estimated Total Hours Annually = 2,700.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required. Vehicles may be added or removed in the future upon agreement between CARTS and Capital Metro.

5.0 SERVICE PERIOD

The vehicle will operate on weekdays. Revenue hours are approximately 5:00 a.m. to 8:30 p.m. primarily during peak periods (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 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 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 twenty (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 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 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.capmetro.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 SPECIFICATION

CARTS shall comply with Capital Metro'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 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) Cell phone use 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) 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 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 vehicle hour 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 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.
- 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 and are qualified to perform Capital Metro Contracted Service:

- 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.

***Capital Metropolitan Transportation Authority
Board of Directors***

***MEETING DATE: 09/28/2020
(ID # 4692)***

Recognition for Senator Kirk Watson

Approval of a resolution recognizing Senator Kirk Watson for his service to our community.

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

STATE OF TEXAS

COUNTY OF TRAVIS

**RESOLUTION (ID # AI-2020-1322)
Recognition for Senator Kirk Watson**

WHEREAS Senator Kirk Watson has served the people of Central Texas for decades in roles both public and private; and

WHEREAS Senator Watson was elected by the people of Austin as mayor and played an integral part in bringing together competing coalitions to promote the region's economic development and protect its natural environment; and

WHEREAS he went on to work for the region and the entire state for 14 years in the Texas Senate, providing a consistent and steady voice for the people of Central Texas; and

WHEREAS he has made transportation and public transit a priority in his time with the city of Austin, the state of Texas and in the private sector; and

WHEREAS Kirk Watson displayed valuable leadership in campaigns for transit propositions in 2000 and 2004, paving the way for the launch of the MetroRail Red Line; and

WHEREAS he was instrumental in protecting transit's place in Central Texas through the Build Greater Austin program and the creation of the Transit Working Group, along with the restructuring of Capital Metro's board and entry into the Sunset Review process; and

WHEREAS he has been at the forefront of Project Connect and a strong leader for this transformational transit program; and

WHEREAS Senator Watson was the leading force behind the consolidation of multiple groups efforts to build a new medical school on the campus of the

Attachment: Resolution-AI-2020-1322 (4692 : Recognition for Senator Kirk Watson)



University of Texas at Austin and at, the same time, greatly expand the region's access to health care; and

WHEREAS Kirk Watson is a pillar of the Austin community and someone to whom we all have turned for more than two decades; and

WHEREAS Senator Watson has stepped down from his post in the Senate and stepped up as the founding dean of the University of Houston's Hobby School of Public Affairs; and

NOW, THEREFORE, BE IT RESOLVED that the Capital Metro Board of Directors recognizes Senator Kirk Watson on his years as a stalwart supporter of the agency during his time in the Texas State Senate and commends him for his years of public service to our community; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Capital Metro Board of Directors wishes Senator Watson well as the Founding Dean of the Hobby School of Public Affairs at the University of Houston.

Secretary of the Board
Eric Stratton

Date: _____

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 09/28/2020
(ID # 4678)**

Contracts for Construction Observation and Coordination Services

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for Construction Observation and Coordination Services with Aken Industries, LLC, Freese and Nichols, Inc. and Square One Consultants, Inc. for one, two-year base period and five, one-year option periods for a combined seven year total amount not to exceed \$14,000,000.

**Capital Metropolitan Transportation Authority
Board of Directors**

MEETING DATE: 9/16/20

(ID # AI-2020-1298)

Contracts for Construction Observation and Coordination Services

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for Construction Observation and Coordination Services with Aken Industries, LLC, Freese and Nichols, Inc. and Square One Consultants, Inc. for one, two-year base period and five, one-year option periods for a combined seven year total amount not to exceed \$14,000,000.

FISCAL IMPACT:

Funding for this action is available in the FY2021 capital budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. High Quality Customer Experience

Strategic Objectives:

1.1 Safety & Risk

1.2 Continuous Improvement

EXPLANATION OF STRATEGIC ALIGNMENT:

Executing these contracts will allow Capital Metro to continue construction observation and coordination activities related to the various capital improvement projects needed to improve Capital Metro's transit system and/or facilities and ensure public safety.

BUSINESS CASE:

Capital Metro currently has multiple capital improvement projects in progress, and is also anticipating new improvement projects during FY2021 and in the foreseeable future. Executing these contracts will allow Capital Metro to continue construction observation and coordination activities related to these projects. The funding for these services is included in each capital project's budget for the FY2021 Budget and in the 5-year Capital Improvement Plan.

COMMITTEE RECOMMENDATION:

This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:

Since 2013, Capital Metro has maintained task-order based Construction Observation and Coordination Services contracts, which are required to ensure that the agency's transportation and facilities projects are built safely in accordance with the construction documents and in compliance with the City of Austin, State of Texas and other jurisdictional requirements. Capital Metro construction projects include funding for these services within each capital project's overall budget.



The agency is currently utilizing these services on the Downtown Station project, the Fleet Electrification Infrastructure project, along with various facility improvement projects. These services are vital in providing quality control and ensuring safety certification for the agency's facilities.

DBE/SBE PARTICIPATION:

The DBE goal is 9%. The prime contractors will meet or exceed the goal utilizing the following DBE subcontractors:

Prime Contractors	DBE Subcontractors	Race/ Gender	Services / Products	DBE Responsive
Aken Industries, Austin, TX	Self-Performing Prime	Caucasian Female	General Management and Consulting Services	100%
			TOTAL:	100%
Freese and Nichols				
	Foster CM Group Inc. San Antonio, TX	Black Male	Construction Observation	15%
			TOTAL:	15%
Square One Consulting				
	Garza EMC LLC Austin, TX	Hispanic Male	Civil & Utilities Inspection Services	9%
	BSCI Houston, TX	Black Male	General Construction Inspection Services	1%
			TOTAL:	10%

PROCUREMENT:

On May 7, 2020, Request for Proposals was issued and formally advertised with a closing date of June 10, 2020. Three (3) proposals were received by the closing date. Proposals were scored based on the following factors listed in descending order of importance:

- (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, including but not limited to:
 - (i) Five (5) or more years' experience in the construction trades, including monitoring contract labor and construction contractors for compliance with contract documents and specifications.
 - (ii) Experience with the City of Austin CIP (construction inspection process).



- (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, including, but not limited to:
- (i) Advanced skill in reading and interpreting construction plans and specifications.
 - (ii) Skill in communicating effectively with team members including project management staff, engineers/architects, and construction contractors.
 - (iii) Ability to develop and maintain effective professional relationships, foster teamwork and work in a team environment.
- (3) The qualifications of the Project Team members.

The solicitation anticipated multiple awards would be made. Three (3) proposals, from Aken Industries, LLC, and Freese and Nichols, Inc., and Square One Consultants, Inc. were determined Acceptable and are recommended for award of contracts. The contracts are Indefinite-Quantity, Indefinite-Delivery Task Order contracts for the supplies and services specified.

The fully burdened hourly rates were determined fair and reasonable based on current market research and pricing included in the competitive proposals.

The term of the contracts shall be two (2) base years from the contract award date, with five (5) one-year option periods, for a total cumulative not-to-exceed amount of \$14,000,000 for all three contracts as follows:

Periods	Estimated Expenditures
Base Period 1, Contract Year 1(Cumulative)	\$2,000,000
Base Period 2, Contract Year 2 (Cumulative)	\$2,000,000
Estimated Total Base Period 1 & 2, Contract Years 1 & 2 (Cumulative)	\$4,000,000
Option Period 1, Contract Year 3 (Cumulative)	\$2,000,000
Option Period 2, Contract Year 4 (Cumulative)	\$2,000,000
Option Period 3, Contract Year 5 (Cumulative)	\$2,000,000
Option Period 4, Contract Year 6 (Cumulative)	\$2,000,000
Option Period 5, Contract Year 7 (Cumulative)	\$2,000,000
Estimated Total Option Periods 1 - 5, Contract Years 3 – 7 (Cumulative)	\$10,000,000
Estimated Total Base and Option Periods, Contract Years 1 – 7 (Cumulative)	\$14,000,000

RESPONSIBLE DEPARTMENT: Capital Projects



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1298)

Contracts for Construction Observation and Coordination Services

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to complete multiple capital improvement projects to improve and expand Capital Metro's transit system and/or facilities; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to execute contracts to allow Capital Metro to continue construction observation and coordination services related to capital improvement projects.

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 for Construction Observation and Coordination Services with Aken Industries, LLC, Freese and Nichols, Inc. and Square One Consultants, Inc. for one, two-year base period and five, one-year option periods for a combined seven year total amount not to exceed \$14,000,000.

Date: _____

**Secretary of the Board
Eric Stratton**

Attachment: Resolution-AI-2020-1298 (4678 : Contracts for Construction Observation and Coordination Services)

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 09/28/2020
(ID # 4679)**

Contract for Purchase of Bus Shelters

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Tolar Manufacturing for the fabrication and delivery of bus stop shelters with solar lights for one base year and four option years in the amount of \$870,760, plus \$435,380 (50%) contingency for a total not to exceed amount of \$1,306,140.

**Capital Metropolitan Transportation Authority
Board of Directors**

**MEETING DATE: 9/16/2020
(ID # AI-2020-1293)**

Contracts to Purchase Shelters for Bus Stops and Transit Facilities

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Tolar Manufacturing for the fabrication and delivery of bus stop shelters with solar lights for one base year and four option years in the amount of \$870,760, plus \$435,380 (50%) contingency for a total not to exceed amount of \$1,306,140.

FISCAL IMPACT

Funding for this action is available in the FY2021 Capital Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

1. Deliver high quality customer experience.
2. Valued Community Partner

Strategic Objectives:

- 1.2 Ridership
- 1.4 Customer Satisfaction
- 2.2 All transit performance score

EXPLANATION OF STRATEGIC ALIGNMENT:

The goal of the bus stop shelter with solar lights contract is to provide customer amenities at bus stops in support of the agency's goal for providing a high quality customer experience and encourage increased ridership.

BUSINESS CASE:

The Capital Metro Board has adopted service standards that include criteria for the installation of shelters at the agency's bus stops and transit facilities in order to provide a positive customer experience and increase ridership. Capital Metro is continuing the shelter program for new and existing bus stops and intends to enter into a contract to purchase prefabricated shelters with solar lights for use at bus stops and transit facilities. The funding for this contract is included in the FY 2021 budget and the Five-Year capital improvement plan.

COMMITTEE RECOMMENDATION:

This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:

In 2019, Capital Metro achieved full compliance with the Board adopted service standards for bus stop amenities, including shelters. The agency continues to provide additional amenities in an effort to further improve customer satisfaction. These shelters with solar lights provide a safe, attractive and functional bus stop that offers shade and weather protection. This contract is for one base year and four option years in alignment with the agency's bus stop improvement program.



DBE/SBE PARTICIPATION:

The SBE goal is 10%. The prime contractor will meet the goal utilizing the following SBE subcontractors:

SBE Subcontractors	Race/Gender	Services/Products	SBE Responsive
Davis Freight Management Inc. - Alden, NY	Caucasian/Female	Freight Transportation	7%
LAW Contracting, LLC. - San Antonio, TX	Caucasian/Female	Freight Unloading	3%
			10%

PROCUREMENT: On July 8, 2020, an Invitation for Bid was issued and formally advertised. By the closing date of September 8, 2020, three (3) bids were received. Bids were rated based on the lowest priced responsive and responsible bidder. Capital Metro reviewed the pricing and determined that it was fair and reasonable based on adequate competition. The contract term is for one base year and four option years.

RESPONSIBLE DEPARTMENT: Capital Projects



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1293)

Contracts to Purchase Shelters for Bus Stops and Transit Facilities

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 to acquire contract services for the fabrication and deliver of bus stop shelters with solar lights.

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 Tolar Manufacturing for the fabrication and delivery of bus stop shelters with solar lights for one base year and four option years in the amount of \$870,760, plus \$435,380 (50%) contingency for a total not to exceed amount of \$1,306,140.

**Secretary of the Board
Eric Stratton**

Date: _____

Attachment: Resolution-AI-2020-1293 (4679 : Contract for Purchase of Bus Shelters)

***Capital Metropolitan Transportation Authority
Board of Directors***

***MEETING DATE: 09/28/2020
(ID # 4671)***

Adoption of the Fiscal Year 2021 Operating and Capital Budget

Approval of a resolution adopting the Fiscal Year 2021 Operating and Capital Budget and Five-Year Capital Improvement Plan.

Capital Metropolitan Transportation Authority**Board of Directors****Approval of the Fiscal Year 2021 Operating and Capital Budget and Five-Year Capital Improvement Plan****MEETING DATE: 9/16/2020****(ID # AI-2020-1244)****SUBJECT:**

Approval of the Fiscal Year 2021 Operating and Capital Budget and Five-Year Capital Improvement Plan.

FISCAL IMPACT:

Adoption of the proposed Fiscal Year (FY) 2021 budget will provide an appropriation of \$390,520,696 in FY2021 for operating and capital expenses that are supported by projected revenue and other funding sources.

STRATEGIC PLAN:

Strategic Goal Alignment:

3. Sustainability

Strategic Objectives:

- 3.1. Operating Cost/Revenue Hour
- 3.3. 5-Year Projected Cash Flow Available for CIP
- 3.4. Financial Diversity
- 3.6. Adherence to State of Good Repair Program

EXPLANATION OF STRATEGIC ALIGNMENT:

The proposed FY2021 budget includes funding to maintain Capital Metro'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 planned projects that support achievement of Capital Metro's strategic goals, ensures regulatory compliance and maintains assets in a state of good repair.

BUSINESS CASE:

Capital Metro has prepared a structurally balanced budget that provides the funding needed to continue delivering high-quality and efficient transportation services.

COMMITTEE RECOMMENDATION:

This agenda item was presented at the Finance, Audit and Administration Committee and is recommended for approval by the Board of Directors on September 28, 2020.

EXECUTIVE SUMMARY:

The proposed FY2021 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.

Capital Metro proposes to spend \$278.2 million for operating expenses and \$6 million



for commitments under interlocal agreements with local government entities for mobility programs.

Funding has been included in the operating budget with a focus on the continuing COVID-19 response and the CARE Recovery Plan. The budget will enable Capital Metro to return to full-capacity service on bus, rail and paratransit. The budget focuses on the agency's four strategic priorities: providing a high-quality customer experience, promoting an engaged workforce, ensuring the sustainability of our system and maintaining community partnerships.

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 \$106.4 million in capital projects during FY2021.

Significant projects and acquisitions in the proposed FY2021 Capital Budget, including "state of good repair", regulatory compliance and new investments, are highlighted as follows:

- Should voters approve a city tax rate election in November, the agency will contribute to the Project Connect Initial Investment with \$73 million to fund preliminary design and NEPA for the Orange, Blue and Gold Lines; Red Line Phase I improvements; and project development for new Expo Center, Pleasant Valley and South Lamar MetroRapid lines.
- The grand opening of the new Downtown Station on-time and on-budget will provide more operational flexibility for MetroRail and create a new public space in the heart of Austin for customers and future customers alike.
- Roll out of new, advanced customer technologies will make our system more accessible, affordable and user-friendly, while also improving operational efficiency. This includes a fare capping pilot to evaluate ways to make paying for service fairer and more cost-effective for our customers.
- Construction will start on a new Broadmoor Station for MetroRail, which will serve a new, large mixed-use development. We will also initiate design and coordinate construction of a rail station at the new MLS stadium at McKalla Place.
- Capital Metro will open the new Eastside Bus Plaza in partnership with CARTS, start renovation of the North Lamar Transit Center and relocate our major transfer center at the ACC Riverside campus, in partnership with the school.



The proposed budget reflects the prudent use of a portion of accumulated fund balance 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 FY2021 budget totals \$390.5 million, and is comprised of the following funding and expense categories:

Budget Summary

Funding	FY2021
Sales Tax	\$251,667,165
Passenger Revenue	15,016,405
Freight Railroad Revenue	5,567,378
Miscellaneous Revenue	5,613,583
Operating Contributions and Grants	43,154,000
Capital Grants - Federal	9,083,354
Other Capital Contributions	1,723,800
Fund Balance	58,695,011
Total Funding	\$390,520,696
Expenses	FY2021
Operating Expenses	\$278,172,712
Interlocal Agreements	5,959,948
Capital Project Expense	106,388,036
Total Expenses	\$390,520,696

The proposed budget reflects fund balance projections of \$184.7 million by the end of FY2021 as outlined in the table that follows. Of this amount, Capital Metro will set aside \$46.4 million in reserves for two months of operating expenses, which meets the level set forth by the Texas Legislature, \$23.2 million for the budget stabilization reserve, \$1.3 million for a self-insurance reserve, \$4.4 million for city of Austin mobility programs and \$109.4 million for future funding of the 5-year capital improvement plan as we look forward to future needs in the region.



FY2021 Estimated Ending Fund Balance

Projected Beginning Balance	\$281,899,884
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FY2021 Projected Activity:

+ Revenue	331,825,685
- Operating Expenses	278,172,712
- Interlocal Agreements	5,959,948
- Contribution to Austin Transit Partnership	38,500,000
- Capital Projects	106,388,036
= Projected Ending Balance	184,704,873

Breakdown of Ending Balance:

Statutory Operating Reserve Requirement	46,362,119
Budget Stabilization Reserve	23,181,059
Self-Insurance Reserve	1,314,600
City of Austin Mobility Programs	4,446,933
Funding for 5-Year Capital Improvement Plan	109,400,162
= Projected Ending Balance	\$184,704,873

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 FY2021 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	FY2021	FY2022	FY2023	FY2024	FY2025	Total
Vehicles	\$ 3,317,190	\$ 37,803,000	\$ 41,099,000	\$ 11,559,000	\$ 3,581,000	\$ 97,359,190
Commuter Rail	17,116,277	11,720,000	3,290,000	2,000,000	300,000	34,426,277
Facilities	25,404,797	6,481,720	3,271,545	4,280,595	1,621,320	41,059,977
Freight Railroad	4,045,000	45,000	1,545,000	45,000	45,000	5,725,000
Information Technology	13,680,471	13,790,668	13,194,140	9,195,000	7,972,500	57,832,779
Other	8,622,000	2,558,500	2,593,150	2,719,633	2,480,000	18,973,283
Project Connect	33,480,520	10,000,000	-	-	-	43,480,520
Property and Asset Mgmt	721,781	1,182,000	1,323,000	2,914,700	1,930,700	8,072,181
Total Capital Projects	106,388,036	83,580,888	66,315,835	32,713,928	17,930,520	306,929,207
Funding Sources						
Grants/Contributions	10,807,154	22,130,667	6,055,627	6,055,627	6,055,627	51,104,702
Local Funding	95,580,882	61,450,221	60,260,208	26,658,301	11,874,893	255,824,505
Total Funding Sources	\$ 106,388,036	\$ 83,580,888	\$ 66,315,835	\$ 32,713,928	\$ 17,930,520	\$ 306,929,207



Over recent months, Capital Metro provided information regarding the budget process and the proposed FY2021 budget in a variety of formats for the public and sought feedback using online engagement tools, as well as methods like virtual meetings. These outreach efforts included the following:

Presentations to Board of Directors and its Committees

May 22, 2020, Board of Directors
 June 22, 2020, Board of Directors
 July 15, 2020, Finance, Audit and Administration Committee
 July 15, 2020, Operations, Planning and Safety Committee
 July 20, 2020, Board of Directors
 August 24, 2019, Board of Directors
 September 28, 2020, Board of Directors

Board and Committee Meetings on Microsoft Teams virtual meetings and available to the public.

Presentations to Access Advisory Committee

June 3, 2020, 5:30 - 7:30 PM
 August 5, 2020, 5:30 - 7:30 PM
 Microsoft Teams virtual meetings and available to the public.

Presentations to Customer Satisfaction Advisory Committee

June 10, 2020, 6:00 - 7:30 PM
 August 12, 2020, 6:00 - 8:30 PM
 Microsoft Teams virtual meetings and available to the public.

Proposed FY2021 Budget Document Available and Posted Online

August 24, 2020

Online Webinar

Information made available to the public regarding the proposed FY2021 budget and five-year capital improvement plan.
 August 26, 2020, 3:00 PM – 4:00 PM
 Zoom virtual meeting and available to the public, Spanish-translated, recorded and posted on Facebook and YouTube.

Public Hearing on Proposed FY2021 Budget

September 16, 2020, 12:00 PM
 Microsoft Teams virtual meeting and available to the public.

**Board of Directors Considers Adoption of Budget Proposal**

September 28, 2020, 12:00 PM

Microsoft Teams virtual meeting and available to the public.

DBE/SBE PARTICIPATION: Does not apply.

RESPONSIBLE DEPARTMENT: Finance



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

STATE OF TEXAS

COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1244)

**Approval of the Fiscal Year 2021 Operating and Capital Budget and Five-Year
Capital Improvement Plan**

WHEREAS, pursuant to Section 451.102 of Chapter 451 of the Texas Transportation Code, the budget for Fiscal Year 2021 was made available to the public on August 24, 2020, and a budget public hearing was held on September 16, 2020; 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 2021 budget in the amount of \$390,520,696 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 and CEO to report at least quarterly on the operating expenses and capital project expenses of each major department in a financial report.

**Secretary of the Board
Eric Stratton**

Date: _____

Attachment: Resolution-AI-2020-1244 (4671 : Adoption of the Fiscal Year 2021 Operating and Capital Budget)

Approval of the FY2021 Budget

Presented on September 28, 2020

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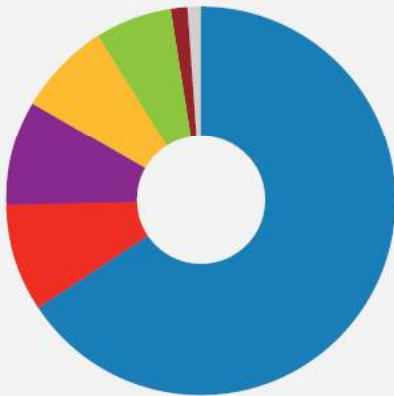
METRO



SUMMARY OF FY2021 BUDGET

FUNDING \$390.5m

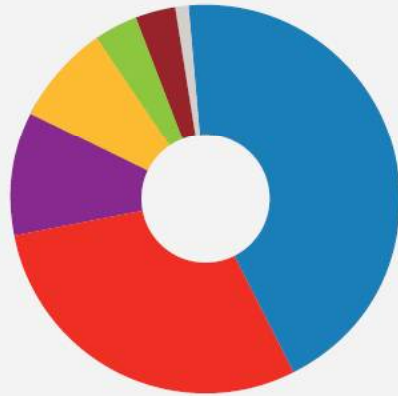
Numbers are in millions



SALES TAX	\$251.7m
FUND BALANCE	\$58.7m
OPERATING GRANTS	\$43.1m
FARES	\$15.0m
CAPITAL GRANTS	\$10.8m
OTHER	\$5.6m
FREIGHT RAILROAD	\$5.6m

EXPENSES \$390.5m

Numbers are in millions



TRANSPORTATION	\$168.7m
CAPITAL IMPROVEMENTS	\$106.4m
PERSONNEL	\$49.6m
SERVICES	\$29.9m
OTHER	\$17.8m
FUEL	\$12.2m
PMTS TO GOV ENTITIES	\$5.9m

CAPITAL AND STATUTORY COMMITMENTS AND OBLIGATIONS



\$184.7 Million



STAYING RESILIENT THROUGH COVID-19

FISCAL YEAR 2021



Recovery Plan



Sustained Service



Reserve Management



PPE Funding



More Frequency



All Door Boarding





INNOVATIVE MOBILITY INITIATIVES



Electric

71 bus purchases, site expansion
and infrastructure construction
\$84.9m over 5 years



Mobility Hubs

\$1.4m in FY2021 for Pleasant Valley
Mobility Hub, CARTS Eastside Bus Plaza
and North Lamar Mobility Hub improvements





PLANNING FOR THE FUTURE



Customer Payment Systems

\$4.9m over three years for account based back-end system, bus on-board validators, contactless and equitable solutions and new fare media and technologies



Broadmoor Station

\$12m over two years for public/private development opportunity





PLANNING FOR THE FUTURE



Project Connect

\$73m in FY2021 for Orange, Blue and 3 MetroRapid lines project development and contributions to the Austin Transit Partnership





METRO

THANK YOU!

Capital Metropolitan Transportation Authority
Board of Directors

MEETING DATE: 09/28/2020

(ID # 4694)

Project Connect Update

TITLE: Project Connect Update

Project Connect Update

September 28, 2020

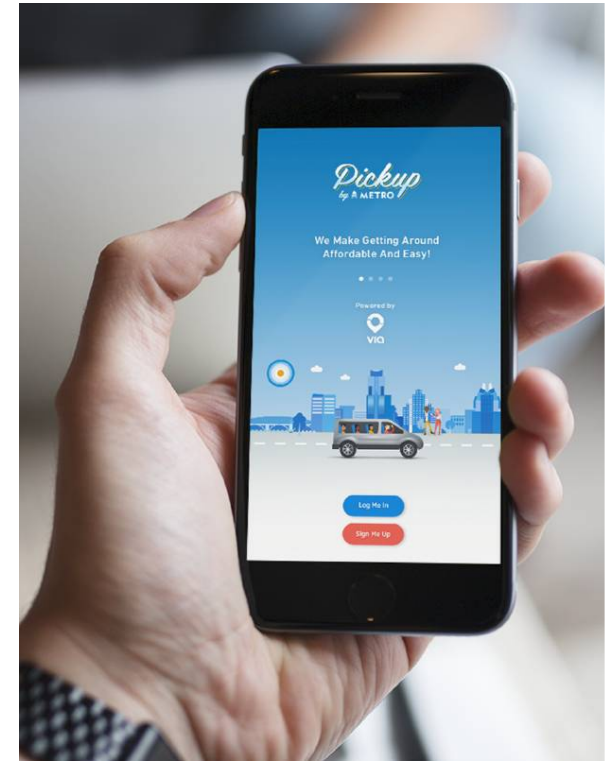
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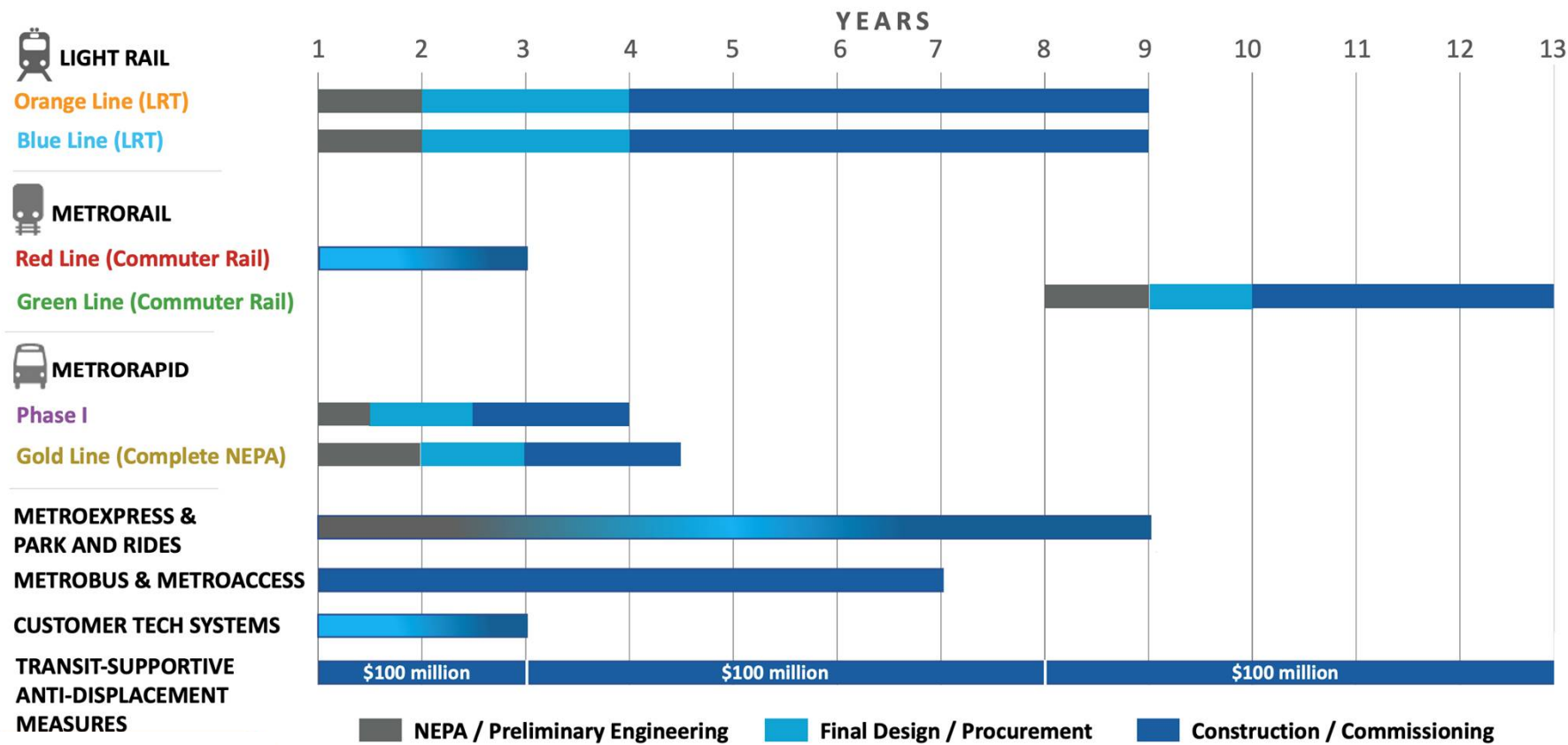
METRO

Project Connect Update

- Advancing New MetroRapid Routes
- Preparing for New Pickup Zones



Initial Investment Sequence

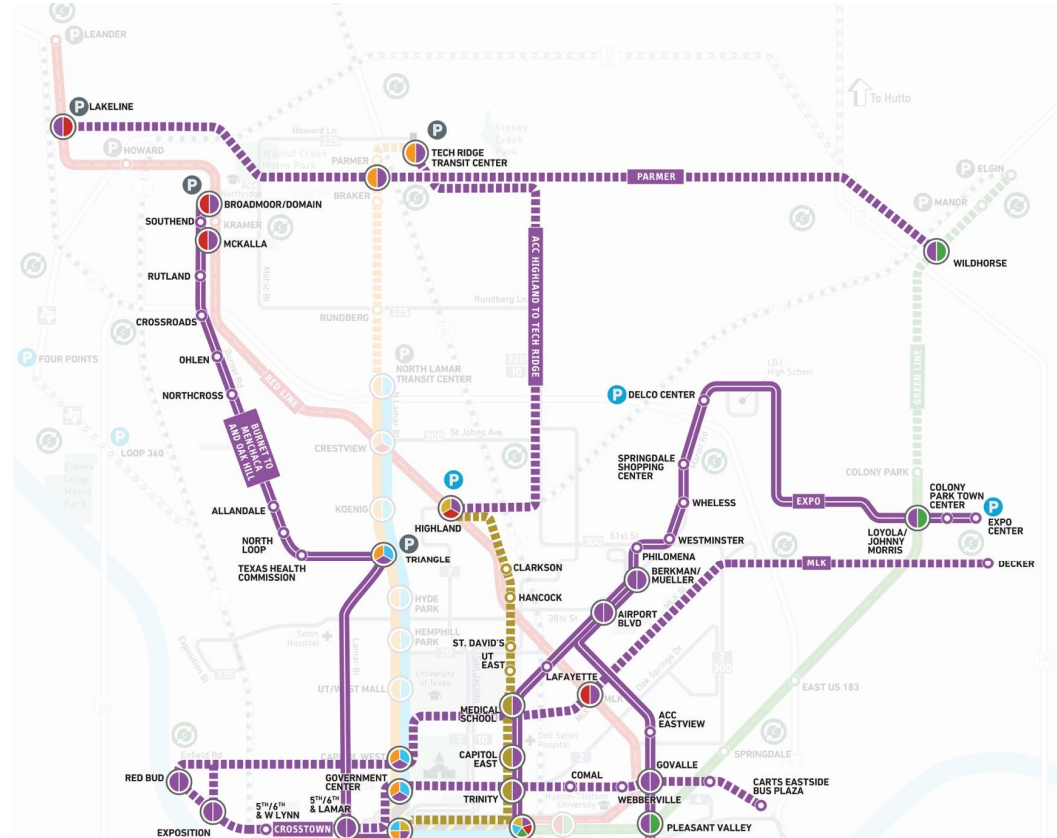


Years based on federal NEPA and funding approvals

MetroRapid Overview

3 new MetroRapid routes would provide frequent service with a limited number of stops.

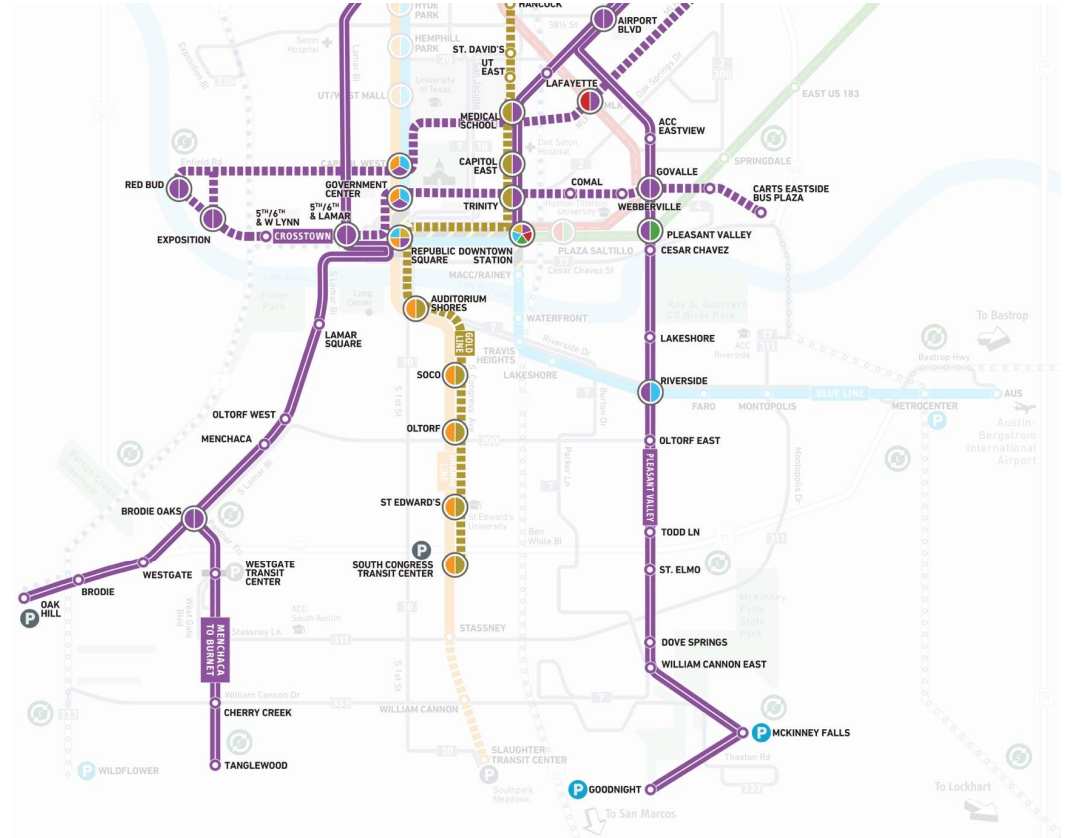
- **Expo Center:** East Austin to UT and Downtown
- **Pleasant Valley:** Mueller to the Goodnight Ranch Park & Ride
- **Burnet/Menchaca:** The Domain to Menchaca & Oak Hill



MetroRapid Overview

3 new MetroRapid routes would provide frequent service with a limited number of stops.

- **Expo Center:** East Austin to UT and Downtown
- **Pleasant Valley:** Mueller to the Goodnight Ranch Park & Ride
- **Burnet/Menchaca:** The Domain to Menchaca & Oak Hill



Preparing for New Routes



EXPO

12 Miles
22 Stations,
44 Platforms



PLEASANT VALLEY

14 Miles
19 Stations,
38 Platforms



BURNET/MENCHACA

Oak Hill Extension
5 Miles; 14 Stations,
28 Platforms

Menchaca Extension
4.5 Miles; 14 Stations,
28 Platforms

Advancing through Federal Funding Process

- All three routes approved by Federal Transit Administration for project development
- Expo and Pleasant Valley routes now included in FTA annual report to Congress





Preparing for New Pickup Zones (Neighborhood Circulators)

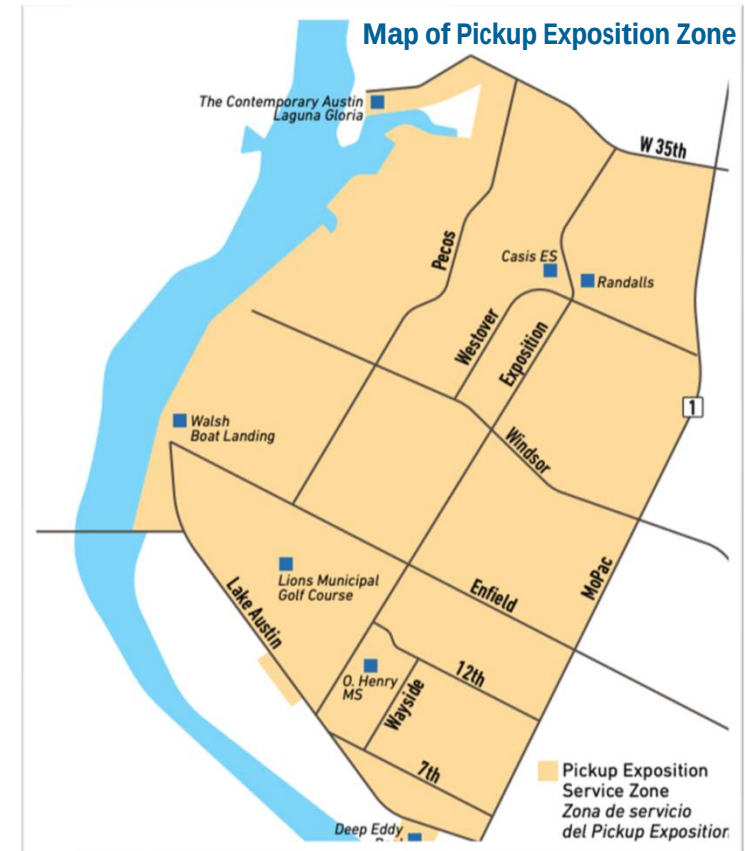
What is Pickup?

Features

- Zone-based non-fixed route service
- Pickup App: Real-time trip requests
- Shared ride

Benefits

- Increases access and mobility
- Provides first/last mile connections
- Fills service gaps
- Provides some travel time savings
- Offers an efficient and cost-effective service option with smaller fleet in Mobility On-Demand model



Neighborhood Zones Serviced



Initial Pilot - Mueller	June 2017 – June 2018
Manor	June 2019
East ATX, Exposition, Northeast ATX and Walnut Creek	August 2019
Leander	December 2019
Lago Vista	April 2020

Potential Pickup Zones



North Dessau Zone

North Oak Hill Zone

South Manchaca Zone

Winter 2021

10

Pickup Zones
by March 2021

10



METRO

It's All About Connectivity!



Gaps in Capital Metro's service area

- Areas that have never had service
- Areas with service changes

Zones where fixed-route isn't the best solution

- Low densities
- Disconnected development

Connect to other Capital Metro Services

- Current Local & Frequent Routes
- Future MetroRapid

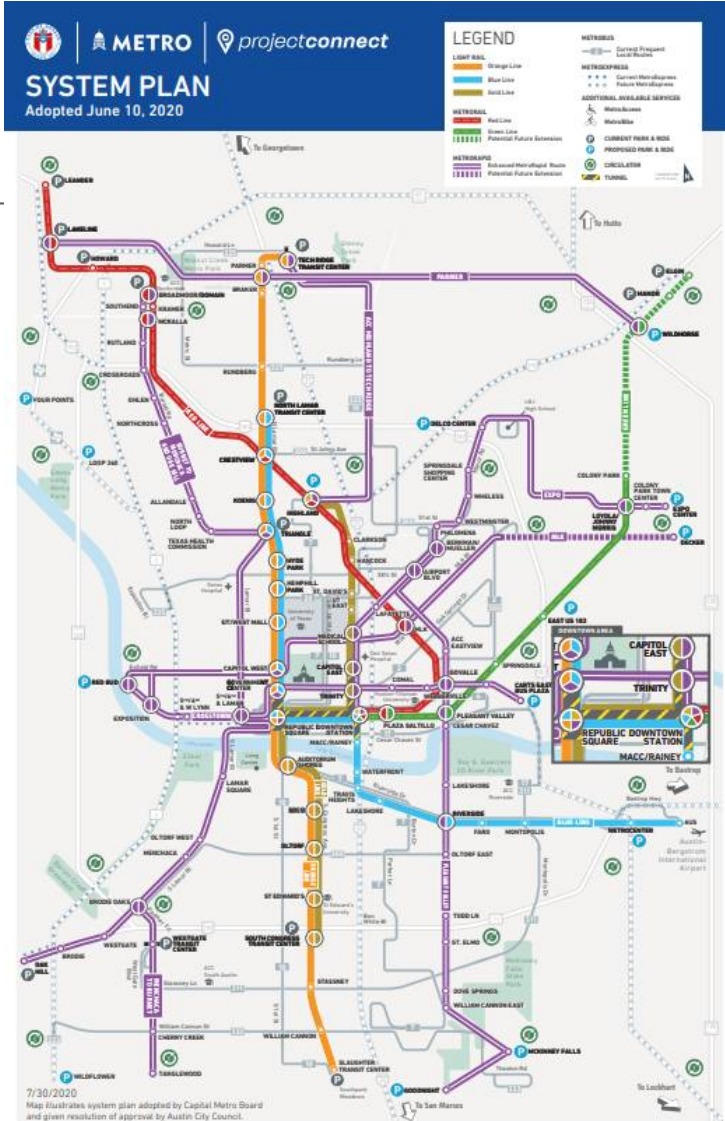
Accessibility to Essential Places

- Affordable Housing
- Grocery stores
- Major retailers
- Medical providers

Zones in Project Connect

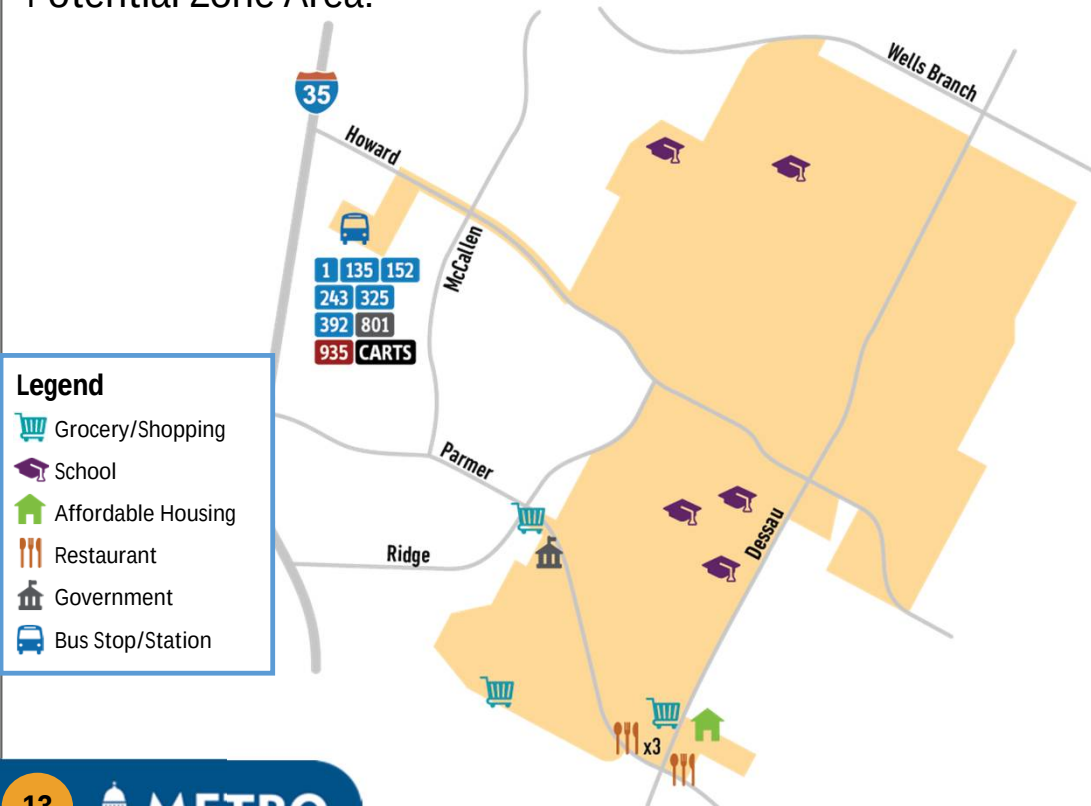
All zones will connect to System Expansion

Building better connectivity for future while offering improved mobility options for more customers.



North Dessau

Potential Zone Area:



Zone Demographics

- Transit gap service & First/last mile (hybrid)
- 3.8 square miles
- 26,985 area population
- Density of 11.1/acre
- 14.5% minority Population
- 6% Adults 65+
- 8% households in poverty
- Connects to Tech Ridge P&R

6 Month Goals:

- 60: Avg daily ridership
- <12 min: Avg response time
- 1,725: Reduced MetroAccess trips
- >2.5: Passengers per hour

* Exact zone boundaries may change in the future.
(Roads and other landmarks provided for general reference)

North Oak Hill

Potential Zone Area:



Legend

Grocery/Shopping	Government
School	Bus Stop/Station
Affordable Housing	Other (Workplaces/Gyms)

* Exact zone boundaries may change in the future.
(Roads and other landmarks provided for general reference)

Zone Demographics

- Transit gap service & First/last mile (hybrid)
- 6.3 square miles
- 10,824 area population
- Density of 2.68/acre
- 12.8% minority Population
- 9% Adults 65+
- 7% households in poverty
- Connects to: Pinnacle P&R, 333, 315, 171

6 Month Goals:

- 78: Avg daily ridership
- <10 min: Avg response time
- 470: Reduced MetroAccess trips
- >2.5: Passengers per hour

South Menchaca

Potential Zone Area:

Legend

-  Medical/Dental
-  Grocery/Shopping
-  School
-  Affordable Housing
-  Bus Stop/Station
-  Other (Workplaces/Gyms)



Zone Demographics

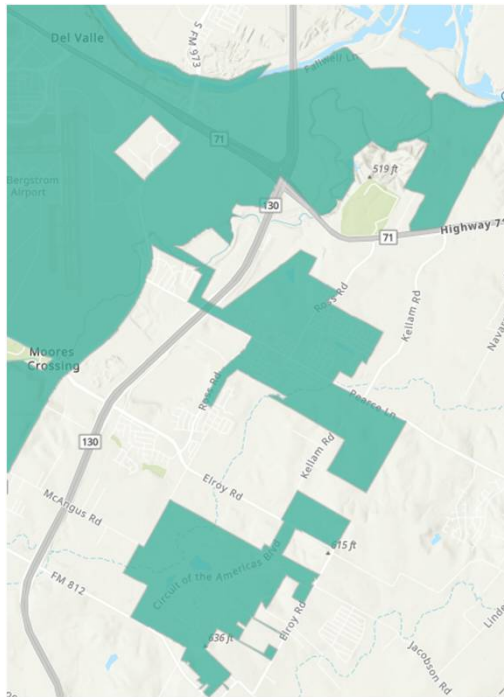
- Transit gap service
- 2.3 square miles
- 11,071 area population
- Density of 7.52/acre
- 17% minority Population
- 7.6% Adults 65+
- 5% households in poverty
- Connects to routes: 3, 318

6 Month Goal:

- 30: Avg daily ridership
- <8 min: Avg response time
- 100: Reduced MetroAccess trips
- >1.75: Passengers per hour

* Exact zone boundaries may change in the future.
(Roads and other landmarks provided for general reference)

Studying a Southeast Zone



Considerations

- Developing area/increasing population
- Coordination with Travis County
- HEB expansion timeline
- Tesla factory timeline

Area Demographics

- Transit gap service
- Low residential density
- 44.3% minority
- 34.8% under 18
- 4.6% Adults 65+
- 13% households in poverty
- Connections to routes: 300, 333, 311, 20, 271, and more

Potential Pickup Zones



Next Steps

November 2020

- Transit Referendum

December 2020

- Finalize Pickup service standards & guidelines
- Finalize new Pickup zone boundaries
- Continue working on Southeast zone coordination



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THANK YOU!