



Agenda
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East Fifth Street
Austin, TX 78702

Monday, August 30, 2021

12:00 PM

<http://capmetrotx.legistar.com>

This will be a videoconference (only) meeting.

I. Public Comment:

II. Advisory Committee Updates:

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

III. Board Committee Updates:

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

IV. Consent Items

1. Approval of minutes from the July 19, 2021 Capital Metro board meeting.
2. Approval of a resolution appointing Fangda Lu to the Customer Satisfaction Advisory Committee.
3. Approval of a resolution appointing Michael Mena to the Customer Satisfaction Advisory Committee.
4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with UNUM for basic life and AD&D insurance, long-term and short-term disability insurance; and FMLA administration paid by Capital Metro, and voluntary life , long term disability buy-up, accident, whole life and critical illness, paid by employees in an amount not to exceed \$1,752,882.

5. Approval of a resolution authorizing the President & CEO, or his designee, to amend the Transit Speed and Reliability Interlocal Agreement with the City of Austin to design, manage, construct, and maintain transportation infrastructure projects that will improve transit speed, safety, reliability, and customer comfort in an amount not to exceed \$6 million.
6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin for bus services and fare programs for an estimated revenue of \$21,050,000 for a period of three years starting September 1, 2021.
7. Approval of a resolution authorizing the President & CEO, or his designee, to modify the Herzog Contracting Corp. contract #200655 for the replacement of four bridges, increasing the original Board authorized amount by \$201,923 for reinforced concrete box culverts.
8. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the Texas Transportation Institute for a period of five years for provision of research in a variety of areas to facilitate Capital Metro's delivery of transit services on an as needed basis in an amount no to exceed \$2,500,000.
9. 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, 2021, to September 30, 2022.

V. Action Items:

1. Approval of a resolution authorizing the establishment of the Capital Metro Transit Police, as a component of the Capital Metro Public Safety Program, to enhance service to Capital Metro customers and public safety.
2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract for health plan administrative services for a three-year base period and three one-year options with United Healthcare in an amount not to exceed \$15,384,283 for administration of third-party administration services and stop loss insurance for the Capital Metro self-insurance health and dental plans.
3. Approval of a resolution adopting a Board Operating Procedures Policy and amending the Capital Improvement Program Policy.
4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Modern Railway Systems, Inc., for the construction of the Lakeline to Leander Double Track Project, plus optional McKalla special track components for a total not to exceed amount of \$8,301,404, which includes a 20% contingency.

VI. Discussion Items:

1. Bus Operations Update
2. Capital Metro 2021 Perception Survey
3. Update on Project Connect.

VII. Reports:

1. President's Report

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

Section 551.071 for Legal Issues related to contract provisions.

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; Jeffrey Travillion, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Becki Ross; Ann Kitchen, Leslie Pool 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

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-189

Agenda Date: 8/30/2021

Customer Service Advisory Committee (CSAC)

**Capital Metropolitan Transportation Authority
CSAC Advisory Committee Meeting Minutes
Wednesday, August 11, 2021
Virtual Meeting 6:00 p.m. – 7:30 p.m.**

Committee Members: Chair Ephraim Taylor, Betsy Greenberg, David Shapiro, David Foster, Fangda Lu, B.J. Taylor,

Capital Metro Staff: Yannis Banks, Brian Carter, Kevin Conlan, Paul King, Danniella Madubuike, Brian Carter, Jo Anne Ortiz, Edna Parra

General Public: Ruven Brooks

Welcome / Introductions / Call to Order

Public Communications: No Public Comment

Reduced Fare ID – Report back from July’s meeting: Transit Store staff is automating the online application. This way, the customer can upload their photo and supporting documentation online, and fully complete the process without having to visit the Transit Store. Customers would also have their ID mailed to them after being processed and approved. The tentative completion date is the end of year 2021.

Agenda:

Project Connect Update

Yannis Banks, Community Engagement Manager

Mr. Banks had high-level overviews of the blue and orange lines, and went over the public meetings that are happening in the next few months. Also, he asked committee members to please participate in the upcoming meetings and workgroups for their thoughts and feedback.

Project Connect, self-guided, design presentations – English and Spanish -
<https://publicinput.com/library>

The Redline will have a virtual option on August 25, and in September there will be an update as well. There are working groups for these groups. Blue and Orange line All updates and meetings can be found on the [Get Involved Webpage](#)

People are encouraged to join a working group: <https://www.capmetro.org/project-connect/groups>

MetroRapid – community meetings are also being scheduled to talk about sound walls, upgrades, and other updates to the MetroRapid services.

Also, if anyone is interested in touring the future plans for the whole system, that can be found on the Project Connect website.

Questions from committee:

There have been talk about a longer tunnel and more cost –

Mr. Banks: Not sure if it will be a long tunnel, initially there was talk about having a bridge; we do not have any other information on the cost. Initially, they were to build a bridge; some more research was done to make a bridge; and currently, it looks like the best way would be to create an underground tunnel and then have it come up. Right now, we are at 15% design and the conversations will go until January or February, so we want people to be involved for questions like this.

FY2022 Budget Proposal

Kevin Conlan, Deputy CFO

Mr. Conlan went over the fiscal year 2022 with highlights on budget overview, operating and next steps. Fiscal year starts in October 2021 and ends in September 2022.

FY2022 Budget Development Calendar:

FY2022 Budget Development Calendar

- Feb 4 Operating and Capital Budget kick-off meeting with departments
- Apr 16 Capital and Operating Budget requests received from departments
- May 12 Board Committees review proposed budget calendar
- Jun 2 Initial review with Access Advisory Committee
- Jun 9 Initial review with Customer Satisfaction Advisory Committee
- Jun 28 Board of Directors initial review and discussion
- Jul 19 Budget proposal presented to Board of Directors



He also did a budget overview and spoke about the balance, and that it currently meets the operating reserve requirements. The projected sales tax growth of 4.8% for fiscal year 2022 is in line with the City of Austin budget assumption, and service funding is at pre-Covid-19 levels and is based on August Service Plan.

In addition, Mr. Conlan spoke about the operating revenue (projected 495.7 million), which includes fare revenue, federal grants, and freight railroad revenue, operating cost drivers, customer experience technology and bus enhancements, and the proposed 5-year capital plan.

Mr. Conlan went over the operating cost drivers. That includes service levels based on August Service Plan changes, Pickup mobility zones, fuel prices, 3% pay increase for employees, new and contractor converted positions for fiscal year 2022, and strategic plan initiatives being considered.

Other future budget plans include electric buses, Broadmoor Rail Development, and Customer Experience Technology Enhancements, and Bus Stop Enhancements.

Next steps for budget items include budget outreach and board approval at the end of August. Items to come include Fare Structure discussions, Broadmoor and Mckalla Rail developments, and purchase of electric buses.

Questions: N/A

August Service Changes

Danniella Madubuike; Transportation Planner

August 2021 Service Changes

Current conditions influencing service include Covid-19, employment (state, private, downtown workers) UT Austin (returning in the fall), resources and workforce. We are making sure that we meet expected demand

Below is a list of current ridership for commuter rail, local, and UT & Late Night services.

Current Ridership:

Current Ridership

- **System Ridership** – Slight growth since mid-March and steady uptick from early June
- **Commuter - Rail** (Weekdays growing and Saturday up); Express/Flyers down over 90%
- **High Frequency/Local Network** - down 45% with recent increases
- **UT Routes** - down 75% but positive outlook to the fall
- **Late Night** - Night Owls and E-bus (currently suspended)

Future Service Changes:

CapMetro will review and evaluate ridership and service after August changes implemented, and there will be continued evaluation of system network and considerations in preparation for new Expo and Pleasant Valley MetroRapids in 2023

August Service Levels		
	Current	August
Frequent High Frequency Network MetroRapid	<ul style="list-style-type: none"> • PreCOVID levels in place + Enhanced • PreCOVID levels (except Late Night) 	<ul style="list-style-type: none"> • Route 337 daily (currently Weekday peak only) • Resume Late Night / Improve Weekday Evenings (8pm to 10pm) to 15 min
Regular Local	<ul style="list-style-type: none"> • PreCOVID levels 	<ul style="list-style-type: none"> • Route 392 daily (improves to 30-35 min)
Commuter Express Flyers MetroRail (Red Line)	<ul style="list-style-type: none"> • Select Routes and Trips Only • Select Trips Only • PreCOVID levels (except Late Night) 	<ul style="list-style-type: none"> • Partial Route 980 (1 AM & 1 PM trip) • No Change • Resume Late Night Friday / Saturday (regular & special events) remain
Special University (UT) PickUp Night Owls / EBus	<ul style="list-style-type: none"> • Summer levels • PreCOVID levels (except Saturdays) • Suspended 	<ul style="list-style-type: none"> • Adjusted for Fall semester • Resume Saturday (NE ATX & East) / New Saturday (Walnut Creek, Leander, Dessau) • Resume Late Night Owl / EBus

New Dessau Pickup Zone opened with its Grand Opening and Ribbon Cutting on June 15. This will have Saturday Service. 4.5 Miles and will be the first Project Connect Service Expansion.

Question/Inquiry: Won't North Oakhill will also open? Yes, and that will August 24 – planned launch date/

Public Safety Update

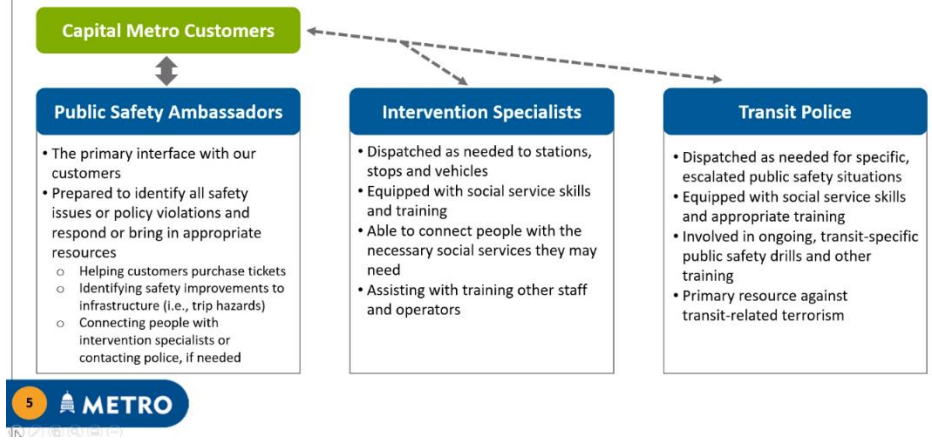
Darryl Jamail, Director of Security and Emergency Management

Mr. Jamail, discussed Capital Metro's public safety approach, stakeholder feedback, and review the requested board action. Have been running from the same plan since the 80s, and since Project Connect, they have taken a hard look at the policies and program in place. CapMetro is bringing this to the board in August and would like to hear from the customer advisory committees.

The public safety plan is a three-pronged approach to the Public Safety plan. This includes creating three distinct roles - Public Safety Ambassadors, Intervention Specialists, and Transit Police. They would handle public safety challenges that CapMetro sees during daily operations and special events, plus challenges like potential threats to transit infrastructure.

Public Safety Approach

DRAFT



Recent challenges: daily operations, special events, and critical transit infrastructure.

Currently, this year’s public safety activities will include an APTA Peer Review, operator and customer survey, stakeholder conversations, in addition to hiring 2 Community Intervention Specialists, a Public Safety Ambassador Supervisor, and 15 Public Safety Ambassadors.

Currently, have a great partnership with APD and plan to continue that but want to make sure that we always have a response team that is dedicated to our operators and customers.

The customer and staff survey included: 570 total surveys - 164 coming from CapMetro Operators & Frontline Staff and 406 with CapMetro Customers.

Summary of Board Resolution

DRAFT

- ✓ Engage a consultant to guide development and implementation
- ✓ Engage the CapMetro DE&I Council, and Board Committees
- ✓ Develop a Transit Safety Advisory Committee charter and appointment process for Board consideration
- ✓ Develop a staff training program and professional standards based on input from industry standards and the Transit Safety Advisory Committee
- ✓ Create a process by which police auditing and oversight is addressed
- ✓ Include funding in the FY 2022 Operating Budget to continue this work

Future community engagement opportunities are committed to including stakeholders in this work and want to inform customers and staff about the public safety approach and provide opportunities to influence direction. That includes multiple check-ins with DE&I Council, Transit Safety Advisory Committee, communications to the broader public about opportunities to learn more and participate in the process and engage partners and provide opportunities to bolster relationship and guide program development.

Updates on Project Connect – Redline Improvements

Paul King; Austin Transit Partnership, Transit Architect & Program/Project Manager

Lakeline to Leander double track project

Currently, there is a single main track between the Lakeline and Leander Double Track Stations, and a new 3350 LF double track to establish a zone for passing trains would be added. This would provide improved service frequency and reliability and improved customer experience. Construction begins in September 2021 and the plan is to finish fall of 2022.

Broadmoor MetroRail Station

There would be a new multi-modal transit hub that would be adjacent to the Domain on North Burnet Road. It would be half a mile north of the existing Kramer rail station and one mile north of the new Austin FC stadium, and it includes direct connectivity to the 803, 240, and 466.

Two double-length covered platforms, half a mile of a new double track as part of the new station, more than 400 shared parking spaces for transit users, plus more.

Increase annual boardings, provide multi-modal transit connection in North Austin (Austin's 2nd downtown), connected to high-density stations.

Mr. Guerrero went through amenities, benefits, and provided visuals and an overview of the station updates.

McKalla/MLS MetroRail Station

The update was based on 30% designs and the project includes new passenger rail station, customer amenities, double tracking, plus other improvements, and sustainability features. This would be coming in summer of 2023.



Working with the City of Austin and the Federal Railroad Administration we will conduct a diagnostic review to determine the requirements to include four additional crossings into our quiet zones.


Design and construct the necessary protection and safety devices at Rundberg Lane, Rutland Drive, Braker Lane, and Kramer Lane.

Quiet Zones
Work with our partners in the city and the FRA to design and implement additional quiet zone crossings.


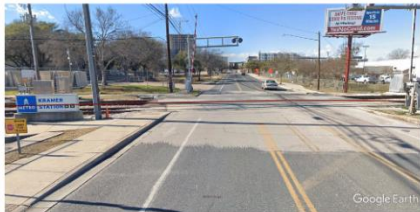
Working with the City of Austin and the Federal Railroad Administration we will conduct a diagnostic review to determine the requirements to include four additional crossing into our quiet zones.

Design and construct the necessary protection and safety devices at:

- Rundberg Lane
- Rutland Drive
- Braker Lane
- Kramer Lane



This will allow CapMetro to not sound the train horn at these crossing during normal operating conditions.



Total timeline will be about 15 months for the timeline for the quiet zones

BJ Taylor - are any south of Rundberg quiet Zones? – there are already some quiet Zones, in the downtown area and Airport – is MLK a quiet Zone, North of 183 is a train horn.

Meeting Recording Discussion

Edna Parra, Community Engagement and Outreach Manager

The committee continued the conversation from July's committee meeting about recordings and other systems. For those who were not at last month's meeting, we went over the background and changes. The Capital Metro Board had a few conversations and questions about the customer advisory committees (so CSAC and Access), and the systems in place. They have expressed that they want the meetings and committees to be as accessible and transparent as possible.

From last month's meeting and notes from the Access Committee, that includes:

Recording the meetings and posting them on the website for anyone to be able to join while in session or view any time after the meeting.

Promoting CSAC and Access meetings more publicly through social media, main website, and other forms of marketing.

Posting the agendas ahead of time, at least 72 hours (about 3 days) before any scheduled committee meeting. As well as posting meeting minutes on the website shortly after the committee meetings.

This past month Ms. Parra has worked on the list above, especially after last week's Access meeting, and a few follow-ups they had from that meeting.

Ms. Parra is working with various departments to create website changes, create a communications plan on how to promote the committees to the public, learn more about recording meetings and technology needed, and producing a timeline and process to add minutes and agendas to the committee webpage.

In addition, the board has also expressed interest in hearing the updates and report-outs at the board meetings from the committee chairs, Chair Taylor in this case. Right now, this would be a lot easier because that is a function through Teams.

Question/Comments: No problem with transparency; members want to make sure that they have quorum each month

Ms. Parra: Currently, there are two applications being reviewed, and Mr. Lu has joined as a new member of the CSAC Committee. She will follow up on the two applications out to the board, and also look into the new Board Member Becki Ross's appointment.

Question: is the group subject to open records, and if that is the case, then is there a formal ethics training that they need to go through? (Follow-up needed)

Question: can voting ever happen through email, or other form of electronic voting? (Follow-up needed)

Question: Can presentations also be included in the meeting website:

Ms. Parra – that shouldn't be a problem, and will follow up with the group on that.

Action Items - Vote on Recording the meetings and posting them on the website for anyone to be able to join while in session or view any time after the meeting.

All (5) in favor with five votes to proceed with the recordings.

Ms. Parra will continue to work on the list and get back to the committee on details of how to move forward. Also, I will follow up on the members needed to fill the vacant appointments for the committee.

September Meeting Discussion on Agenda

Project Connect Update – orange line

Diversity, Equity, and Inclusion Update

SEPTEMBER 2021 - from workplan

See Say Now App Update

App Update

Farebox Technology

Adjourn



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-190

Agenda Date: 8/30/2021

Access Advisory Committee

Capital Metropolitan Transportation Authority

Access Advisory Committee

Wednesday, August 4, 2021

Virtual Meeting 5:30 p.m. – 7:30 p.m.

Committee Members: Chris Prentice, Paul Hunt, Audrea Diaz, Andrew Bernet, Paul Hunt, Suzie Edrington, Estrella Barrera, Glenda Born

Capital Metro Staff: Chad Ballentine, Yannis Banks, Martin Kareithi, Brian Carter, Kevin Conlan, Brian Carter, Marcus Guerrero, Danniella Madubiuke

General Public:

Welcome / Introductions / Call to Order

Public's Communication

Ms. Diaz – Asked about how much time they needed to let staff liaison know that they needed a digital bus pass. As soon as possible, and digital passes are usually e-mailed within 24 hrs.

Ms. Born - If CapMetro let supervisors know to remind drivers about added rides; remind the drivers to be cognizant of add add-ins, etc.

Agenda:

Project Connect Update

Yannis Banks, Community Engagement Manager

Mr. Banks went over updates on all lines and went over the public meetings that are happening in the next few months. Also, asked committee members to please participate in the upcoming meetings and workgroups for their thoughts and feedback.

All updates and meetings can be found on the [Get Involved Webpage](#)

Upcoming Meetings:

Orange Line Project: Republic Square South to the Slaughter Transit Center – Live Virtual Meeting

- **Thursday, Aug. 5 | 11:30 am – 1:30 pm | [Register for Zoom Meeting](#)**
Two-hour live virtual public meeting focused on Project Connect's Orange Line project from Republic Square South to Slaughter.

Blue Line Project: Republic Square East to the Airport – Live Virtual Meeting

- **Monday, Aug. 2 | 11:30 am – 1:30 pm**
Two-hour live virtual public meeting focused on Project Connect's Blue Line project

MetroRapid – community meetings are also being scheduled to talk about sound walls, upgrades, and other updates to the MetroRapid services.

Also, if anyone is interested in in touring the future plans for the whole system, that can be found on the Project Connect website.

Question from committee: Were the recent MetroRapid closures part of the new updates? - No, they were part of routine maintenance that was needed for the current service and existing tracks.

FY2022 Budget Proposal

Kevin Conlan, Deputy CFO

Mr. Conlan went over the fiscal year 2022 with highlights on budget overview, operating and next steps. He also did a budget overview and spoke about the balance, and that it currently meets the operating reserve requirements. The projected sales tax growth of 4.8% for fiscal year 2022 is in line with the City of Austin budget assumption, and service funding is at pre-Covid-19 levels and is based on August Service Plan.

In addition, Mr. Conlan spoke about the operating revenue, which includes fare revenue, federal grants, and freight railroad revenue, operating cost drivers, customer experience technology and bus enhancements, and the proposed 5-year capital plan. Next steps for budget items include budget outreach and board approval at the end of August. Items to come include Fare Structure discussions, Broadmoor and Mckalla Rail developments, and purchase of electric buses.

FY2022 Budget Development Calendar:

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Questions: Where does the profit go? -- There really isn't any profit. Since capital isn't included in these numbers, then that really goes to that, and profit minimizes.

Question: Ms. Born – Question about the two bonds and how they work:

These are done through a national program because Covid-19 dramatically affected transits systems. Trajectory for sales tax got cut because ridership was so low, so there was a need for funding across the nation. This is mainly to cover the loss of income and the loss of future income. As of right now, CapMetro has drawn down their CARES Act funds, and that was done on operating expenses vs. Capital expenses.

August Service Changes

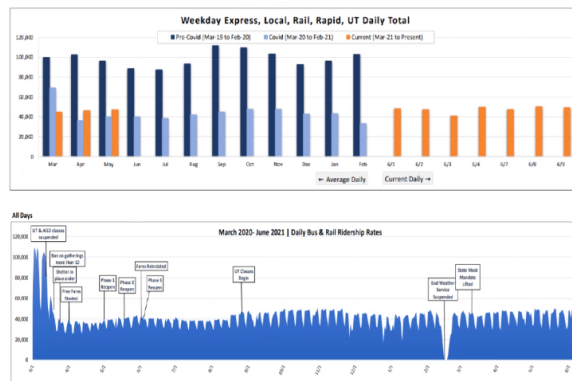
August 2021 Service Changes

Current conditions influencing service include Covid-19, employment (state, private, downtown workers) UT Austin (returning in the fall), resources and workforce. Etc. Below is a list of current ridership and

Current Ridership:

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- **Late Night** - Night Owls and E-bus (currently suspended)



Question: Ms. Diaz asked about the Night Owls and when they would resume. She called Council Member Vanessa Fuentes and asked her to call Capital Metro. Night Owls will resume on August 16, 2021. Ridership was low due to Covid-19 so they canceled.

Note on the services - right now they are focusing on key services needed (grocery shopping, health care, etc.) and making sure they address them. Ms. Madubuike went over August service levels, and their current service levels since Covid-19 impacts.

Future Service Changes:

CapMetro will review and evaluate ridership and service after August changes implemented, and there will be continued evaluation of system network and considerations in preparation for new Expo and Pleasant Valley MetroRapids in 2023

New Dessau Pickup Zone opened with its Grand Opening and Ribbon Cutting on June 14. This will have Saturday Service. 4.5 Miles and will be the first Project Connect Service Expansion.

Public Safety Update

Gardner Tabon, Executive Vice President, Chief Safety Officer

Mr. Tabon wants to discuss Capital Metro’s public safety approach, stakeholder feedback, and review the requested board action. CapMetro is bringing this to the board in August and would like to hear from the customer advisory committees.

The public safety plan is a three-pronged approach to the Public Safety plan. This includes creating three distinct roles - Public Safety Ambassadors, Intervention Specialists, and Transit Police. They would handle public safety challenges that CapMetro sees during daily operations and special events, plus challenges like potential threats to transit infrastructure.

Currently, this year’s public safety activities will include an APTA Peer Review, operator and customer survey, stakeholder conversations, in addition to hiring 2 Community Intervention Specialists, a Public Safety Ambassador Supervisor, and 15 Public Safety Ambassadors.

Currently have a great partnership with APD and plan to continue that but want to make sure that we always have a response team that is dedicated to our operators and customers.

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- ✓ Create a process by which police auditing and oversight is addressed
- ✓ Include funding in the FY 2022 Operating Budget to continue this work

Question from Ms. Born: What about paratransit? – what is the plan or involvement for paratransit?

It will be similar to the way we respond now. Capital Metro does not get many calls from demand response, but they will respond to those calls the same way as every other service. If any of the paratransit services, such as pick-up, requires something different, they will look into how to respond accordingly.

Did you get any paratransit surveys when you did them? There were no surveys from demand response – bus only. Since there are not too many calls from these services, we plan to respond the same as all other services.

Will ambassadors or specialists be sent to respond all calls? Capital Metro will be prepared if to dispatch an officer when needed. Officers will be positioned across the city to respond to calls.

Ms. Barrera Comment: Thank you for taking a holistic approach and thinking through the three roles/positions to try to do that; great message to send to the community.

Updates on Project Connect – Redline Improvements

Marcus Guerrero; Austin Transit Partnership, Transit Architect & Program/Project Manager

Lakeline to Leander double track project

Currently, there is a single main track between the Lakeline and Leander Stations, and a new 3350 LF double track to establish a zone for passing trains would be added. This would provide improved service frequency and reliability and improved customer experience. Construction begins in September 2021 and the plan is to finish fall of 2022.

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Working with the City of Austin and the Federal Railroad Administration we will conduct a diagnostic review to determine the requirements to include four additional crossing into our quiet zones. Design and construct the necessary protection and safety devices at Rundberg Lane, Rutland Drive, Braker Lane, and Kramer Lane.

Meeting Recording Discussion

Edna Parra, Community Engagement and Outreach Manager

The Capital Metro Board has had a few conversations and questions about the customer advisory committees (so CSAC and Access), and their systems in place. They have expressed that they want the meetings and committees to be as accessible and transparent as possible.

That includes:

Promoting CSAC and Access meetings more publicly, through social media, main website, or advertising.

Recording the meetings and posting them on the website for anyone to be able to join while in session or view any time after the meeting.

Posting the agendas ahead of time, at least 72 hours (about 3 days) before any scheduled committee meeting. As well as posting meeting minutes on the website shortly after the committee meetings.

Ms. Parra is working on the list and is working with various departments to update the website, create a communications plan on how to promote the committees to the public, and producing a timeline and process to add minutes and agendas to the committee webpage.

In addition, the board has also expressed interest in hearing the updates and report-outs at the board meetings from the committee chairs, Chair Prentice in this case. Right now, this would be a lot easier because that is a function through Teams.

Question: Did anything happen that made the instigated this change?

Mr. Carter – No, the board would like to see transparency across the organization and would like committee meetings to follow similar procedures that the board has for their meetings.

Chair Prentice: Does not mind logging on to Teams to do updates, we can work together to figure that out, please will need reminders and invites so he has it on his calendar

Action Items - None

September Meeting Discussion - Edna Parra and Martin Kareithi will work together for the September Agenda

Adjourn



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-191

Agenda Date: 8/30/2021

Approval of minutes from the July 19, 2021 Capital Metro board meeting.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
2910 East Fifth Street Austin, TX 78702

~ Minutes ~

Monday, July 19, 2021
12:00 PM

12:10 PM Meeting Called To Order
2:55 PM Meeting Adjourned

I. Oath of Office

Chair Cooper administered the Oath of Office to new board member Becki Ross, who replaces Becki Ross as the Small Cities appointed representative.

II. Public Comment:

Barbara Epstein and Zenobia Joseph provided public comments.

III. Advisory Committee Updates:

1. Access Advisory Committee

Brian Carter provided the update.

2. Customer Service Advisory Committee (CSAC)

Brian Carter provided the update.

IV. Board Committee Updates:

1. Operations, Planning and Safety Committee

Chair Kitchen provided the update.

2. CAMPO update

Board Member Mitchell was not present, so no update was given.

3. Austin Transit Partnership update

Board Member Stratton was not present, so no report was given.

V. Consent Items

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey Travillion, Board Member
SECONDER:	Becki Ross, Board Member
AYES:	Cooper, Kitchen, Travillion, Ross, Pool
ABSENT:	Mitchell, Renteria, Stratton

1. Approval of minutes from the May 24, 2021 board meeting.
2. Approval of a resolution appointing Becki Ross as a member of the Finance, Audit and Administration Committee for the remainder of the 2021 Calendar Year.

3. Approval of an amendment to the Interlocal Agreement between Capital Metropolitan Transportation Authority (CMTA) and the Combined Transportation and Emergency Communications Center (CTECC) requiring all partners to immediately notify CTECC in case of any dangerous conditions that may impact the operations of the CTECC facility or procedures including Information Technology system breaches, unexpected outage of shared systems, or interruptions in the continuity of operations at the facilities.

VI. Action Items:

1. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Applications Software Technology LLC for Enterprise Resource Planning (ERP) system and implementation services for a base period of two (2) years with three (3) option periods for twelve (12) months each in an amount not to exceed \$17,578,715.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey Travillion, Board Member
SECONDER:	Wade Cooper, Chair
AYES:	Cooper, Kitchen, Travillion, Ross, Pool
ABSENT:	Mitchell, Renteria, Stratton

2. Semi-annual update on Diversity Equity and Inclusion and approval of a resolution adopting the Capital Metropolitan Transportation Authority Board of Director's Diversity, Equity, and Inclusion Policy Statement.

Board Member Kitchen brought forth an amendment to add the words "and has the opportunity to be heard" to the DEI policy statement.

Zenobia Joseph provided comments prior to a reconsideration of and revote on this item.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Jeffrey Travillion, Board Member
SECONDER:	Ann Kitchen, Board Member
AYES:	Cooper, Kitchen, Travillion, Ross, Pool
ABSENT:	Mitchell, Renteria, Stratton

3. Approval of a resolution authorizing the President & CEO, or his designee, to approve a contract for an Availability Study on federally funded contracts and a Disparity Study for locally funded contracts with Colette Holt & Associates for a one (1) year term in an amount not to exceed \$348,525.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey Travillion, Board Member
SECONDER:	Ann Kitchen, Board Member
AYES:	Cooper, Kitchen, Travillion, Ross, Pool
ABSENT:	Mitchell, Renteria, Stratton

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Interlocal Agreements (ILAs) with suburban communities within the service area for the FY2022 Build Central Texas Program.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey Travillion, Board Member
SECONDER:	Becki Ross, Board Member
AYES:	Cooper, Kitchen, Travillion, Ross, Pool
ABSENT:	Mitchell, Renteria, Stratton

5. Approval of a resolution authorizing the President & CEO, or his designee, to amend an Interlocal Agreement (ILA) with Travis County to govern the distribution and use of digital passes by Travis County employees under the terms of the ILA.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jeffrey Travillion, Board Member
SECONDER:	Leslie Pool, Board Member
AYES:	Cooper, Kitchen, Travillion, Ross, Pool
ABSENT:	Mitchell, Renteria, Stratton

6. Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes that establishes a pay-per-ride arrangement for paratransit, rail and fixed-route bus services for the months of August 2021 through September 2022.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Leslie Pool, Board Member
SECONDER:	Jeffrey Travillion, Board Member
AYES:	Cooper, Kitchen, Travillion, Ross, Pool
ABSENT:	Mitchell, Renteria, Stratton

VII. Presentations:

1. FY2022 Budget Proposal
2. Project Connect Update

VIII. Reports:

1. President's Report

President & CEO Clarke presented the monthly 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; Jeffrey Travillion, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Becki Ross; Ann Kitchen, Leslie Pool 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

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-145

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution appointing Fangda Lu to the Customer Satisfaction Advisory Committee.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on August 30, 2021.

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

Based on a recommendation from the Capital Metro President/CEO each member of the Board of Directors appoints one member of the committee with the exception of the Chair who appoints two members. At this time, Chair Cooper recommends Fangda Lu as one of his two appointees to fill the vacant position on CSAC.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Community Engagement

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-145

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that Fangda Lu is named to CSAC to serve a term concurrent with the term of Chair Wade Cooper.

Date: _____

**Secretary of the Board
Eric Stratton**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-177

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution appointing Michael Mena to the Customer Satisfaction Advisory Committee.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on August 30, 2021.

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

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Community Engagement

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-177

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that Michael Mena is named to CSAC to serve a term concurrent with the term of Board Member Terry Mitchell.

Date: _____

**Secretary of the Board
Eric Stratton**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-124

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with UNUM for basic life and AD&D insurance, long-term and short-term disability insurance; and FMLA administration paid by Capital Metro, and voluntary life , long term disability buy-up, accident, whole life and critical illness, paid by employees in an amount not to exceed \$1,752,882.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Employee Life and Disability benefits are offered as a part of the total benefit package for Capital Metropolitan Transportation Authority and ATP employees. The Total Compensation Philosophy is to maintain benefits and compensation at the 50th percentile in relation to the external marketplace. This allows Capital Metro and ATP the ability to hire and retain employees reassuring their satisfaction with benefits provided as part of their total compensation.

BUSINESS CASE: This contract is to provide basic life, accidental death and dismemberment, long-term and short-term disability insurance (including FMLA administration services), and other Voluntary benefits (employee paid), which are provided by Capital Metro to our employees. This also allows for employees to

purchase additional life and long-term disability buy-up insurance and other voluntary benefits such as Whole Life, Accident and Critical Care. This is a part of the benefit package offered to employees to remain competitive with other local public and private employers.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on August 18, 2021.

EXECUTIVE SUMMARY: The current contract and all option years for Life, AD&D, disability insurance and FMLA Administration for Capital Metro employees expires on December 31, 2021. The proposed insurance contract will provide the following benefits:

- Basic Life and AD&D insurance equal to the employee's annual base salary (\$40,000 minimum)
- Short term disability insurance with a 14-day waiting period with a benefit payment of 60% of weekly earnings up to \$1,000 a week.
- Long term disability insurance with a 90 day waiting period with a benefit payment of 50% of monthly earnings up to \$5,000 a month.

Other voluntary benefits including employee, spouse and child life insurance and long term disability buy-up insurance are offered to employees and paid through payroll deductions. As an added service to the contract, FMLA administration is included as part of a total Absence Management Program.

DBE/SBE PARTICIPATION: No SBE goal is assigned to this solicitation due to low availability of certified SBE firms in relevant work areas (NAICS Codes): Direct Life Insurance Carriers (524113), Liability Insurance Carriers, Direct (524126), Other Insurance Related Activities (524298), and Insurance Agencies & Brokerage (524210). However, we will work with the selected vendor towards small business participation..

PROCUREMENT: On June 7, 2021, a Request for Proposals was issued and formally advertised. By the closing date of July 7, 2021, three proposals were received. The proposals were evaluated based on the following factors:

- (1) The qualifications, capabilities, experience, and past performance of the firm and the project team members on projects of a similar size, scope, complexity, and nature
- (2) The offeror's demonstrated understanding of the project undertaking, the requirements of the Technical Specifications and Work Plan, including the offeror's proposed plan and the technical approach and the demonstrated execution of the requirements detailed in the Scope of Services, Exhibit F, as well as Exhibit H and any relevant attachments to this solicitation.
- (3) Ability of the offeror to provide a single-contact person for products requested in Scope of Services, Exhibit F.

The proposal from Unum Life Insurance Company of America was rated Acceptable, all factors considered.

The other two proposals were rated Marginal. The price from Unum Life Insurance Company of America was determined to be fair and reasonable based on adequate competition. The contract is a fixed price contract. The term of the contract is three base years from the Notice to Proceed.

GRAND TOTAL SUMMARY: THREE BASE YEARS	
TOTAL BASE - YEAR 1: Section 7	\$ 483,471
TOTAL BASE - YEAR 2: Section 8	\$ 516,624
TOTAL BASE - YEAR 3: Section 9	\$ 552,787
GRAND TOTAL BASE PERIOD: YEARS 1-3	\$ 1,552,882
Contingency for Headcount Growth and	\$200,000
GRAND TOTAL BASE PERIOD: YEARS 1-3	\$1,752,882

RESPONSIBLE DEPARTMENT: People and Culture

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-124

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to continue providing life, accidental death and dismemberment insurance, disability benefits, FMLA administration and other voluntary benefits to employees.

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 UNUM for basic life and AD&D insurance, long-term and short-term disability insurance; and FMLA administration paid by Capital Metro, and voluntary life , long term disability buy up, accident, whole life and critical illness, paid by employees in an amount not to exceed \$1,752,882.

Date: _____

**Secretary of the Board
Eric Stratton**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-132

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to amend the Transit Speed and Reliability Interlocal Agreement with the City of Austin to design, manage, construct, and maintain transportation infrastructure projects that will improve transit speed, safety, reliability, and customer comfort in an amount not to exceed \$6 million.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This amendment to the existing Interlocal Agreement allows Capital Metro to continue to work with the City of Austin to improve transportation infrastructure and positively impact transit services. Over the last four years, these projects have resulted in improved safety, transit dependability, customer service, multi-modal access, and driver relations.

This agreement promotes a strong partnership between the City of Austin and Capital Metro, working together to develop strategies to address inefficiencies in the transportation network and implement those strategies.

BUSINESS CASE: An amendment to the existing Interlocal Agreement between the City of Austin and Capital Metro is required for Capital Metro to continue to reimburse the City of Austin for costs associated with the transportation infrastructure improvement projects identified. The funding for this agreement is included in the 5-year Capital

Improvement Plan

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on August 18, 2021.

EXECUTIVE SUMMARY: The Transit Speed and Reliability Interlocal Agreement was originally approved in 2018. This amendment is for Fiscal Year 2022 - 2027. The amendment seeks to renew the financial portion of the agreement and align spending with the 2020 Mobility Bond (Transit Enhancement Funds).

This amendment authorizes Capital Metro to reimburse the City of Austin for the design, management, construction, and maintenance of transportation infrastructure improvement subprojects that will directly improve transit speed, safety, reliability, and customer comfort for an amount not to exceed \$6 million. This agreement dedicates Capital Metro funds of up to \$1 million per year from 2022 - 2027.

Transit Speed and Reliability subprojects will be chosen and prioritized by Capital Metro staff with input and approval from City of Austin staff. Construction of subprojects will consider Capital Metro and City of Austin resources, changes in conditions and opportunities, overall improvements to multi-modal conditions, and applicable planning and policy documents.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Chapter 791 of the State of Texas Government Code encourages governmental entities to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another. In doing so, local governments are permitted to forego the requirements of full and open competition and contract directly with one another.

RESPONSIBLE DEPARTMENT: Planning

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-132

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to improve transit speed, safety, reliability, and customer comfort throughout the transit network; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to partner with the City of Austin to construct transportation infrastructure improvement projects and reimburse the City for associated costs identified in the Interlocal Agreement; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to amend the Interlocal Agreement with the City of Austin for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to amend the Interlocal Agreement with the City of Austin for design, management, construction, and maintenance of transportation infrastructure projects that improve transit speed, safety, reliability, and customer comfort in a total amount not to exceed \$6 million.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT ONE
TO THE
INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF AUSTIN
(TRANSIT SPEED AND RELIABILITY PROJECT)**

This Amendment One to the Interlocal Cooperation Agreement for Transit Speed and Reliability Project (“**Amendment One**”) is made by and between Capital Metropolitan Transportation Authority, a transportation authority organized under Chapter 451 of the Texas Transportation Code (“**Capital Metro**”) and the City of Austin, a Texas home-rule municipal corporation (“**the City**”). Capital Metro and City are referred to in this Amendment One individually as a “Party” and collectively as the “Parties”.

RECITALS

1. Capital Metro and the City are parties to that certain Interlocal Cooperation Agreement for Transit Speed and Reliability Project, dated effective April 2, 2018 (the “**Agreement**”) for the design, management, construction and maintenance of certain transportation infrastructure projects to improve transit speed and reliability.
2. Section 9(a) of the Agreement provides that funding for projects that is “not spent in a fiscal year can be carried over to the next year. Therefore, project implementation may extend until Fiscal Year 2021”.
3. To carry out the intent of the Agreement to continue the implementation of ongoing projects, the Parties wish to exercise the first twelve (12) month renewal option for the term of the Agreement in accordance with Sections 1(a) and 14(e) of the Agreement.
4. The Parties now desire to amend the terms of the Agreement as more particularly set forth below.

AGREEMENT

1. **Agreement Term.** The term of the Agreement is extended through September 30, 2021.
2. **Workplan.**

FY 2021 Prioritized Projects	Project Description	Capital Metro Contribution
South 1st Street Bridge	Final modeling work and schematic design of the final proposal for this multi-modal, complete street project.	\$100,000
West 5th Street Transit Lane – Phase II	Repairs and overlay to improve conditions on the bus-bicycle shared lane.	\$310,000

Austin Core Transportation Plan	Modeling contribution for the downtown multi-modal plan.	\$100,000
Transit Speed and Reliability Prioritization Tool	Collaboratively develop a transit passenger delay mapping tool to guide planning and project development.	\$25,000
Corridor Improvements	May include a pilot project such as temporary transit lanes along Riverside Drive.	\$195,000
Spot Improvements	Bus stop optimization, safety improvements, signage, marking, or intersection-level improvements.	\$245,000
Design Support	Engineering and design for transit speed and reliability projects as needed.	\$25,000
TOTAL		\$1,000,000

- Entire Agreement.** The terms of this Amendment One are in addition to, and construed together with, the terms of the Agreement. In the event of conflict in any language in the Agreement and this Amendment One, the language in this Amendment One will control.
- Capitalized Terms.** Capitalized items used in this Amendment One and not otherwise defined have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, this Amendment One has been signed by an authorized representative of each Party, to be effective as of the last signature date below.

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

CITY OF AUSTIN, TEXAS

Sharmila Mukherjee

Gina Fiandaca

Name: SHARMILA MUKHERJEE

Name: Gina Fiandaca

Title: EVP Planning & Development

Title: Assistant City Manager

Signature Date: Oct 5, 2020

Signature Date: 9/30/2020



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-134

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin for bus services and fare programs for an estimated revenue of \$21,050,000 for a period of three years starting September 1, 2021.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This is a revenue-generating agreement which provides for a cost-sharing arrangement to provide public transportation services. This long-standing partnership with the University of Texas at Austin assists with campus mobility and parking concerns while increasing public transit usage.

BUSINESS CASE: University service fulfills the transit demand generated by a major activity center and employer in our service area. The cost recovery for this agreement exceeds what is collected via traditional fare collection on other fixed route services.

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

Planning and Safety Committee on August 18, 2021.

EXECUTIVE SUMMARY: Capital Metro has partnered with the University of Texas at Austin since 1989 to provide shuttle bus services for the use and benefit of the University and the Austin community. The current agreement began on September 1, 2018. The current agreement expires on August 31, 2021.

The University bus service is comprised of 10 routes and serves over 3 million annual riders. The University service routes are part of Capital Metro's MetroBus service category (600-series route numbers) and may be utilized by all Capital Metro customers. These services are designed in collaboration with the University and changes are approved by the Capital Metro board alongside other bus service changes. This three-year agreement will allow for continuation of these services at existing service levels of approximately 90,000 annual vehicle hours.

This agreement also allows UT students, faculty, and staff to ride all Capital Metro services without paying a fare.

In exchange for these services, the University will compensate Capital Metro as follows: September 1, 2021 to

August 31, 2022	\$ 6,850,000
September 1, 2022 to August 31, 2023	\$ 7,000,000
September 1, 2023 to August 21, 2024	\$ 7,200,000

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Chapter 791 of the State of Texas Government Code encourages governmental entities to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another. In doing so, local governments are permitted to forego the requirements of full and open competition and contract directly with one another.

RESPONSIBLE DEPARTMENT: Operations

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-134

WHEREAS, since 1989 Capital Metro and the University of Texas at Austin have partnered to provide bus service for the use and benefit of the University of Texas at Austin; and WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to continue this arrangement to support Capital Metro’s mission of utilization of public transportation and the reduction of single occupancy vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an Interlocal Agreement with the University of Texas at Austin for bus services and fare programs for an estimated revenue of \$21,050,000 for a period of three years starting September 1, 2021.

Date: _____

**Secretary of the Board
Eric Stratton**

0330 - SHUTTLE
UTAUS CN: 2021_2657

**AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN
AND
THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This Interlocal agreement (“Agreement” or “Contract”) is made and entered into effective as of September 1, 2021 (the “Effective Date”) by and between THE UNIVERSITY OF TEXAS AT AUSTIN, an agency and institution of higher education organized under the laws of the State of Texas (“UNIVERSITY”) and the CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY (“CAPITAL METRO”), a political subdivision of the State of Texas, created and exercising its authority in accordance with Chapter 451, Texas Transportation Code, acting by and through its duly authorized President/CEO or designee. The Interlocal Cooperation Contract (“Agreement”) is entered into by and between the parties identified above pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act*, Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, since 1989, UNIVERSITY and CAPITAL METRO have entered into a series of agreements for the provision of transportation services provided by CAPITAL METRO; and

WHEREAS, UNIVERSITY and CAPITAL METRO have significantly benefited mobility in Austin through such cooperative provision of shuttle bus transportation service; and

WHEREAS, UNIVERSITY and CAPITAL METRO desire to enter into a long-term commitment to continue to meet the mobility needs of UNIVERSITY community to the mutual benefit of UNIVERSITY and CAPITAL METRO; and

WHEREAS, UNIVERSITY and CAPITAL METRO enter into this Agreement pursuant to authority granted under and in compliance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, it is agreed as follows:

ARTICLE I: DEFINITIONS

- A) Circular Route: Routes which circulate riders throughout a community. These routes are generally shorter than radial service and are non-linear, connecting multiple origins and destinations in the local area and penetrating into communities where regular fixed-route services cannot travel; a route which circulates the University Campus around the areas of most concentrated use

- B) Inter-campus Shuttle Route: A route which circulates the University Campus around the areas of most concentrated use and connects the main University campus with off-site campus locations
- C) Non-UT Shuttle Services: All services that may be offered by CAPITAL METRO other than those to be provided under this Agreement, including, but not limited to, these transit services:
- E-Bus
 - Local fixed routes
 - Limited
 - Flyer
 - Express
 - Metro Rail
 - Metro Access
 - Bus Rapid Transit
- D) Performance Standards: A set of practices that measure, among other items, safety, timeliness, cleanliness, hours of operation, schedules of maintenance, customer satisfaction and cost of operation
- E) Revenue Vehicles: Buses used to complete the UT Shuttle routes
- F) Radial Route: Direct and non-stop service to the University Campus from areas of concentrated student population
- G) University Campus: the main campus of the University
- H) UT Shuttle Services: The shuttle bus transportation services described in Article IV of this Agreement

ARTICLE II: SUBJECT OF AGREEMENT

- A) CAPITAL METRO will provide UT Shuttle Services for UNIVERSITY, utilizing equipment furnished by CAPITAL METRO, and operated in a manner consistent with the Performance Standards contemplated in Article V of this Agreement.
- B) CAPITAL METRO will provide all Revenue Vehicles required for UT Shuttle Services. CAPITAL METRO will directly or through subcontract provide required drivers, fuel, vehicle maintenance, storage, supervisory and management services, and all other goods and services needed to provide the UT Shuttle Services.

ARTICLE III: TERM OF AGREEMENT

The term of this Agreement shall be for a three-year term as follows:

Year One: September 1, 2021 to August 31, 2022
Year Two: September 1, 2022 to August 31, 2023
Year Three: September 1, 2023 to August 31, 2024

“Contract Year” shall mean each twelve (12) month period beginning on September 1 and ending on August 31 during the term of this Agreement.

ARTICLE IV: DESCRIPTION OF THE SERVICE

A) CAPITAL METRO shall provide the shuttle bus transportation services, hereinafter referred to as the “UT Shuttle Services” under this Agreement as follows:

- a. approximately nine routes,
- b. (6) six of which will be Radial Routes and
- c. (3) three of which will be Circular Routes.
- d. All changes in service will be governed by Article VII: **Changes in Service.**

B) UT Shuttle Services hours will generally be from 6:45 a.m. until 11:30 p.m., Monday through Sunday. CAPITAL METRO will provide UT Shuttle Services approximately 225 days of service per Contract Year, with fluctuations in service level to account for the University’s schedule (full semester, finals, summer session, etc.). All other Non-UT Shuttle Services will be offered at CAPITAL METRO’s standard operating hours.

C) UT Shuttle Services is designed to ensure campus-specific public transportation options are available where demand exists. Demand includes UNIVERSITY student populations above 3% and service between UNIVERSITY campuses or satellite locations, as defined in Article VII, Paragraph F. Service should mirror express service with limited stops and frequencies levels that do not fall below 45 minutes. Service should match the academic calendar and UNIVERSITY business hours. Additions or deletions of service will be made per Article VII of this Agreement.

D) UNIVERSITY students, faculty and staff may utilize the identification card issued to them by the UNIVERSITY to access all bus, rail and paratransit services provided by CAPITAL METRO. UNIVERSITY and CAPITAL METRO will work cooperatively to facilitate the use of UNIVERSITY identification cards in current and future CAPITAL METRO fare collection technology.

E) CAPITAL METRO shall monitor and compile ridership data for UNIVERSITY identification cards. At a frequency agreed by the parties, CAPITAL METRO will provide UNIVERSITY with a report of the data collected from the UNIVERSITY identification cards. UNIVERSITY will review the report and determining the classification (faculty, staff, student, etc.) for each record and return the information to CAPITAL METRO. UNIVERSITY agrees to work proactively with CAPITAL METRO to eliminate the use of expired or unauthorized UNIVERSITY identification cards.

ARTICLE V: PERFORMANCE OF THE SERVICE

A) In order to assure delivery of the UT Shuttle Services in a quality manner, consistent with the objectives of the parties, CAPITAL METRO agrees to perform all UT Shuttle Services

in compliance with all applicable federal, state and local, laws, regulations, and ordinances and establish and monitor Performance Standards for the UT Shuttle Services.

- B) CAPITAL METRO will maintain a staff of properly trained and experienced personnel and subcontractors to ensure satisfactory performance under this Agreement. CAPITAL METRO will cause all CAPITAL METRO employees, representatives, agents and subcontractors who are directly in charge of the UT Shuttle Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. CAPITAL METRO will assign a designated representative who will be responsible for the administration and coordination of the UT Shuttle Services. CAPITAL METRO agrees to cause its employees, representatives, agents, or subcontractors who will be present on University's premises or in University's facilities while performing the UT Shuttle Services to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
- C) Upon selection of an operator subcontractor to operate the bus shuttles for the UT Shuttle Services and prior to the final subcontract award, CAPITAL METRO will provide University with (i) information reflecting the operational history of the operator subcontractor including safety records; (ii) compliance history relating to all applicable state and federal laws including but not limited to licensure requirements and environmental requirements; and (iii) employment practices relating to criminal background checks and drug and alcohol testing, (iv) procedures for the issuance of identification badges and (v) any other information reasonably requested by University.
- D) CAPITAL METRO will monitor system access and all routes for individuals with disabilities to ensure that all shuttle routes and other routes frequently used by UNIVERSITY students are fully compliant with all ADA regulations and meet the needs of individuals with disabilities.
- E) The Parties will develop and mutually agree on Performance Measures on as needed basis. Performance Standards will, at a minimum, include on-time performance, missed service, customer complaints, accidents, miles between road calls, and preventive maintenance measures. CAPITAL METRO is responsible for all actions and work performed by its subcontractors.
- F) To ensure compliance and attainment of the agreed upon Performance Standards, CAPITAL METRO will report monthly to University Parking and Transportation Services in a systematic manner that can be audited by UNIVERSITY.
- G) The Performance Standards will be formally reviewed by UNIVERSITY and CAPITAL METRO periodically throughout the life of this Agreement and are subject to revision by written mutual consent of UNIVERSITY and CAPITAL METRO.

ARTICLE VI: VEHICLES

- A) CAPITAL METRO shall furnish Revenue Vehicles as required to operate the UT Shuttle Services, and shall provide any additional transportation services requested by UNIVERSITY and agreed to in writing by CAPITAL METRO.

- B) All Revenue Vehicles will be equipped with air-conditioning, wheelchair lifts, or other means of wheelchair access, front and rear loading doors, two-way radios, bike racks and destination signs.
- C) Revenue Vehicles will be maintained in a quality manner to assure delivery of a safe, reliable, on time and clean service for the passenger. CAPITAL METRO will ensure that the average age of the bus fleet available for assignment to University-specific routes will be no greater than two years above the average age of Capital Metro's overall bus fleet.
- D) Advertising on Revenue Vehicles will be in accordance with CAPITAL METRO policies. Should the University raise concerns over a particular advertisement, CAPITAL METRO will take reasonable steps to ensure that the vehicle(s) with that advertisement installed are not utilized to operate UT Shuttle services.
- E) The amounts charged each Contract Year by Capital Metro under Article IX of this Agreement will be reduced by an amount equal to the greater of (i) thirty-five percent (35%) of gross revenue net of expenses generated from such advertising on the interior and exterior of Revenue Vehicles per Contract Year, or (ii) One Hundred Thousand Dollars and No Cents (\$100,000) as dedicated funding for the "Sure Walk" program.

ARTICLE VII: CHANGES IN SERVICE

- A) CAPITAL METRO will implement an on-going data collection and service analysis program which will provide the basis for annual service change analysis. All service change and bus stop requests for UT Shuttle Services will be directed to CAPITAL METRO for evaluation. Results of the evaluation process will be presented to UNIVERSITY for approval. Changes in service that impact more than twenty-five percent (25%) of the route structure or schedule will be evaluated by CAPITAL METRO and presented to UNIVERSITY at least one month in advance of any public presentation on the change proposal.
- B) CAPITAL METRO, in conjunction with UNIVERSITY, will periodically conduct an operational and customer satisfaction survey for all services and programs offered to students.
- C) Both major and minor changes in service require advance written approval of UNIVERSITY and CAPITAL METRO. Major changes in service will require solicitation of input from student representatives (or the appointed committee), a formal public hearing and will require action by the Board of Directors of CAPITAL METRO.
- D) Circular Routes and Inter-campus Shuttle Routes will be agreed upon by UNIVERSITY and CAPITAL METRO as service demand dictates. Other services agreed upon by the parties may also be included.
- E) UT Shuttle Radial Route service is designed to directly serve the University Campus from areas where student population warrants such direct and non-stop service. UNIVERSITY and CAPITAL METRO will coordinate all UT Shuttle Radial Route service changes. Existing Radial Route service will continue until it does not meet a minimum productivity of thirty (30) passengers per hour during peak periods. At such time, UNIVERSITY and CAPITAL METRO will work together to identify either a planned route adjustment to

improve productivity or a plan for transitioning the ridership to a regular mainline fixed route service.

- F) CAPITAL METRO will provide new Radial Route service in areas when all of the following characteristics exist:
 - a. Student Population Concentration of greater than 3.0% of total student population (approximately 1,500 students).
 - b. Service time from first to last stop on the “off campus” portion of the route is less than 10 minutes.
 - c. Round trip travel time is 45 minutes or less (run time only, excluding layover and recovery time).

- G) New UT Shuttle Radial Route service will typically be planned to accommodate the following service characteristics:
 - a. Minimum Level of Frequency of approximately 15 minutes. A smaller frequency will be employed if demand exceeds available capacity.
 - b. Operating span of service from at least 7:00 a.m. to 7:00 p.m., Monday through Friday.

ARTICLE VIII: CLASSIFICATION OF PASSENGERS

The UT Shuttle Services shall be available at no fee to UNIVERSITY students, faculty and staff with the presentation of a valid UNIVERSITY identification card. These services shall also be open and available to the public and shall not be restricted to students of UNIVERSITY; however, non-affiliated UNIVERSITY persons will be required to pay the published CAPITAL METRO fare.

ARTICLE IX: CONSIDERATION

- A) UNIVERSITY agrees to pay CAPITAL METRO the following amounts over the three-year term, minus the amount set forth in Article VI(E) of this Agreement:

Year One: \$6,850,000

Year Two: \$7,000,000

Year Three: \$7,200,000

- B) The total estimated amount of the three-year Agreement shall not exceed \$21,050,000.

- C) Payments shall be made to CAPITAL METRO by UNIVERSITY within thirty (30) days of presentation of statement of charges for service rendered during the completed billing period. Billing periods will be a minimum of one month in length. Payments made to CAPITAL METRO by UNIVERSITY under this Agreement will (1) will fairly compensate CAPITAL METRO for the UT Shuttle Services performed, (2) be made from current revenues available to UNIVERSITY, and (3) be based on cost recovery, pursuant to §791.035, *Texas Government Code*.

- D) **This Agreement is not valid for amounts which exceed five million dollars (\$5,000,000) until this Agreement is approved by the Board of Regents of The University of Texas System.**

ARTICLE X: INSURANCE

- A) Exhibit A of this Agreement describes the insurance coverage required to be provided by CAPITAL METRO or its subcontractors. Should CAPITAL METRO elect to provide the driving or other services described in this Agreement through third party subcontractors, CAPITAL METRO shall require the subcontractors to maintain at all times during the period covered by this Agreement insurance issued by a company authorized to do business in the State of Texas and approved by UNIVERSITY, with the minimum requirements as set forth in Exhibit A of the Agreement. Proper Certificates of Insurance reflecting said insurance coverage in accordance with Exhibit A of the Agreement shall be furnished to UNIVERSITY. The Insurance Company(ies) providing all such insurance for subcontractors shall have an A.M. Best Rating of A-IV or better or otherwise be approved by the University regardless of whether Capital Metro or a third-party contractor shall provide the service described in this Agreement.
- B) Should CAPITAL METRO elect to directly provide the UT Shuttle Services, CAPITAL METRO shall maintain at all times during the period covered by this Agreement liability and property damage coverage as defined in Exhibit A or as mutually agreed by University and CAPITAL METRO in writing by contract amendment. CAPITAL METRO at its option may provide this insurance coverage through a self-insurance program or pool and will provide a statement of self-insurance to University.

ARTICLE XI: MAINTENANCE OF RECORDS

- A) In accordance with CAPITAL METRO's record management policies, CAPITAL METRO agrees to maintain records or documentation that shall reflect the following:
- 1) number of buses operated on any given day
 - 2) number of revenue trips operated
 - 3) number of hours operated by each bus on each route or schedule
 - 4) number of passenger complaints received
 - 5) number of vehicle and passenger accidents
 - 6) number of road calls
 - 7) the estimated percentage of trips operating on schedule (within the 0-5 minute window as compared to the scheduled time of departure)
 - 8) information regarding preventive maintenance activity
 - 9) vehicle load information
 - 10) any other additional information CAPITAL METRO may elect to include or UNIVERSITY may reasonably require
- B) Reports summarizing the above information shall be provided monthly to UNIVERSITY. Reports shall be made available to the President's Shuttle Bus Committee through University Parking and Transportation Services upon request. UNIVERSITY shall have complete access to such records and documentation at any and all reasonable times during the business day for the purpose of examination, and may at its own expense, cause an audit to be made of CAPITAL METRO's records or documentation, as same pertains to service provided under this Agreement. CAPITAL METRO agrees to cooperate with the properly designated UNIVERSITY official charged with inspecting and auditing said records and documentation.

C) CAPITAL METRO understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "**Auditor**"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c) of the *Texas Education Code*. CAPITAL METRO agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. CAPITAL METRO will include this provision in all contracts with subcontractors.

ARTICLE XII: CONFIDENTIAL INFORMATION

- A) CAPITAL METRO understands that in connection with this Agreement and the performance of the UT Shuttle Services, CAPITAL METRO may have access to, may obtain or be given information concerning or relating to UNIVERSITY's students. CAPITAL METRO agrees and acknowledges that such information may be protected under the federal laws known as the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g ("FERPA"), as such may be amended from time to time together with the regulations promulgated and in effect thereunder from time to time. Any and all such information that is protected under FERPA is hereafter referred to as "Confidential Information." Confidential Information shall include information in any and all formats and media and shall include the originals and any and all copies and derivatives of such information. For the purpose of this Agreement, CAPITAL METRO shall follow and be bound by the interpretation and application that UNIVERSITY gives to the provisions of FERPA.
- B) From and after the effective date of this Agreement, CAPITAL METRO shall have the right to use, shall have access to and shall use the Confidential Information only in the performance of the UT Shuttle Services and for no other purpose whatsoever and only if and when required for that performance. CAPITAL METRO shall permit access to and the use of Confidential Information only by CAPITAL METRO employees who are assigned to participate in the performance of the UT Shuttle Services, unless otherwise authorized by UNIVERSITY by prior written direction. CAPITAL METRO acknowledges that upon receipt of Confidential Information relating to UNIVERSITY students, the re-release of such information is prohibited by FERPA.
- C) All Confidential Information received by CAPITAL METRO is the property of UNIVERSITY and shall be returned to UNIVERSITY or destroyed upon completion or termination of this Agreement. CAPITAL METRO shall provide to University a document attesting to the destruction of these records within thirty (30) days of termination of Agreement.
- D) CAPITAL METRO shall not, in any manner whatsoever, disclose, permit or cause use of or provide access to Confidential Information to any person or entity except as part of the performance of the UT Shuttle Services and then only with and in accordance with the prior written consent of UNIVERSITY'S representative designated for the UT Shuttle Services. CAPITAL METRO agrees to cause its employees, subcontractors and agents to be bound by the terms of this Section.

- E) CAPITAL METRO'S obligations with respect to Confidential Information shall survive the expiration or the termination of the term of this Agreement and all amendments thereto.

- F) CAPITAL METRO understands that UNIVERSITY does not waive any exceptions to disclosure with respect to the general public and to the extent that FERPA conflicts with state law, the federal statute prevails. CAPITAL METRO and UNIVERSITY will also comply with the Texas Public Information Act requirements.

- G) CAPITAL METRO shall forward to the Custodian of Records of The University of Texas at Austin, Senior Vice President, Darrell Bazzell, at P.O. Box 8179, Austin, Texas 78173-8179 any request for disclosure of Confidential Information to a person or entity other than UNIVERSITY or its employees.

ARTICLE XIII: LEGALITY OF CONTRACT

The operation by CAPITAL METRO under this Agreement shall be performed in compliance with all the applicable ordinances of the City of Austin, laws of the State of Texas and the laws of the United States. This Agreement shall be binding on the parties hereto, their successors and assigns. CAPITAL METRO may not assign this Agreement without prior written consent of UNIVERSITY. This Agreement shall be construed and performed in accordance with the laws of the State of Texas and any action arising hereunder shall be brought in the court of competent jurisdiction in Travis County, Texas.

ARTICLE XIV: INDEMNIFICATION AND HOLD HARMLESS; LIABILITY

TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTIONS OF THE U.S. AND THE STATE OF TEXAS, THE PARTIES agree that each are responsible for their own proportionate share of any liability to the extent caused by the negligent acts or omissions or intentional misconduct of that party's employees, agents, contractors, or subcontractors arising out of, connected with, or as a consequence of that party's performance under this Agreement.

ARTICLE XV: CANCELLATION

If either party is in default under any term of this Agreement, then the non-defaulting party shall give the defaulting party written notice of such default and the defaulting party shall have ninety (90) days in which to cure such default. The failure of the defaulting party to cure any such default within ninety (90) days after written notice of same by the non-defaulting party shall give the non-defaulting party the right to terminate this Agreement immediately.

ARTICLE XVI: NOTICE

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as they appear below, but each party may change his address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed delivered,

whether actually received or not, forty-eight (48) hours after deposit in a regularly maintained receptacle for United States mail.

Whenever written notice is required by any of the provisions of this Agreement, the notice shall be given by CAPITAL METRO to:

Director, Parking and Transportation Services
The University of Texas at Austin
P. O. Box 7546
Austin, Texas 78713

with a copy to:

Senior Vice President and Chief Financial Officer
The University of Texas at Austin
P.O. Box 8179
Austin, Texas 78713-8179

Or by UNIVERSITY to:

President/CEO
Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702

with copy to:

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

ARTICLE XVII: SUSPENSION

Either party may suspend this Agreement at any time because of war, declaration of a state of national emergency, acts of God or public enemy, strike, work stoppage or slow down, or other cause beyond the control of such party, by giving the other party written notice of suspension and the reason for same. UNIVERSITY shall be obligated only to pay for services actually provided under this Agreement. Payments to be made and services to be rendered under this Agreement shall not become due during a period of suspension. UNIVERSITY may secure the services herein contemplated from another source during the period in which CAPITAL METRO suspends performance under this Agreement.

ARTICLE XVIII: ENTIRE AGREEMENT

This Agreement and any attachments, exhibits or Addenda contain the entire Agreement between the parties and supersede any prior understanding or written or oral Agreements between the parties concerning the subject matter herein. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless reduced to writing and signed by authorized representatives of the parties.

ARTICLE XIX: RELATIONSHIP OF THE PARTIES

This Agreement will not be construed as creating an employer- employee relationship, a partnership, or a joint venture between the parties.

ARTICLE XX: LEGAL CONSTRUCTION

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

ARTICLE XXI: WAIVERS

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

ARTICLE XXII: CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION

Under this Agreement, CAPITAL METRO may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "**University Records**"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If University Records are subject to FERPA, (1) UNIVERSITY designates CAPITAL METRO as a UNIVERSITY official with a legitimate educational interest in University Records, and (2) CAPITAL METRO acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in CAPITAL METRO's exclusion from eligibility to contract with UNIVERSITY for at least five (5) years. CAPITAL METRO represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which CAPITAL METRO protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of UNIVERSITY, CAPITAL METRO agrees to provide UNIVERSITY with a written summary of the procedures CAPITAL METRO uses to safeguard and maintain the confidentiality of University Records.

- A) **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, CAPITAL METRO will provide written notice to UNIVERSITY within one

(1) business day after CAPITAL METRO's discovery of that use or disclosure. CAPITAL METRO will promptly provide UNIVERSITY with all information requested by UNIVERSITY regarding the impermissible use or disclosure.

- B) **Return of University Records.** CAPITAL METRO agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of UNIVERSITY will be (1) returned to University, with no copies retained by CAPITAL METRO; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, CAPITAL METRO will provide UNIVERSITY with written notice of CAPITAL METRO's intent to destroy University Records. Within five (5) days after destruction, CAPITAL METRO will confirm to UNIVERSITY in writing the destruction of University Records.
- C) **Disclosure.** If CAPITAL METRO discloses any University Records to a subcontractor or agent, CAPITAL METRO will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on CAPITAL METRO by this Section.
- D) **Press Releases.** Except when defined as part of the UT Shuttle Services, neither party will not make any press releases, public statements, or advertisement referring to the UT Shuttle Services, or release any information relative to the UT Shuttle Services for publication, advertisement or any other purpose without the prior written approval of the other party.
- E) **Public Information.** UNIVERSITY strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
- F) **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if UNIVERSITY reasonably determines that CAPITAL METRO has breached any of the restrictions or obligations set forth in this Section, UNIVERSITY may immediately terminate this Agreement without notice or opportunity to cure.
- G) **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

ARTICLE XXIII: BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

ARTICLE XXIV: RECORDS

Records of each party's costs pertaining to the UT Shuttle Services and payments will be available to the other party or their authorized representatives during business hours and will be retained for four (4) years after final payment or termination of this Agreement.

ARTICLE XXV: LIMITATION OF LIABILITY

Except for UNIVERSITY's obligation (if any) to pay CAPITAL METRO certain fees and expenses, neither party will have liability to the other party or to anyone claiming through or under the other party by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to CAPITAL METRO or to anyone claiming through or under CAPITAL METRO, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or The University of Texas System, or anyone claiming under University has or will have any personal liability to CAPITAL METRO or to anyone claiming through or under CAPITAL METRO by reason of the execution or performance of this Agreement.

ARTICLE XXVI: BREACH OF CONTRACT CLAIMS

The parties shall make every possible attempt to resolve in an amicable manner all disputes between the parties concerning the interpretation of this Agreement.

ARTICLE XXVII: UNDOCUMENTED WORKERS

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, CAPITAL METRO is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. CAPITAL METRO represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

ARTICLE XXVIII: ETHICS MATTERS; NO FINANCIAL INTEREST

CAPITAL METRO and its employees, agents, representatives and subcontractors are subject to University's Conflicts of Interest Policy available at www.utexas.edu/vp/irla/Documents/HOP%20Conflicts%20of%20Interest%20Policy%204%20A%204.pdf University's Standards of Conduct Guide available at <http://www.utexas.edu/policies/hoppm/04.A.04.html> and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither CAPITAL METRO nor its employees, agents, representatives or subcontractors will assist or cause UNIVERSITY employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. CAPITAL METRO represents and warrants that no member of the Capital Metro Board of Directors has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

ARTICLE XXIX: DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTING PLAN

CAPITAL METRO will comply with USDOT 49 C.F.R. part 26 under the Disadvantaged Business Enterprise (DBE) program. CAPITAL METRO will provide UNIVERSITY documentation of any DBE subcontractors utilized under this Agreement.

**ARTICLE XXX: RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK;
CRIMINAL BACKGROUND CHECKS**

Each individual who is assigned to perform the UT Shuttle Services will be an employee of CAPITAL METRO or an employee of a subcontractor engaged by CAPITAL METRO. CAPITAL METRO is responsible for the performance of all individuals performing the UT Shuttle Services. Prior to commencing the UT Shuttle Services and at all times during its provision of the Services, CAPITAL METRO will have an appropriate criminal background screening performed on all the individuals assigned to perform the UT Shuttle Services. CAPITAL METRO will determine on a case-by-case basis whether each individual assigned to perform the UT Shuttle Services is qualified to provide the services under this Agreement. CAPITAL METRO agrees not to knowingly assign any individual, whether employed by Capital Metro or a subcontractor engaged by CAPITAL METRO, to perform the UT Shuttle Services who has been convicted or placed on deferred adjudication for an offense that (a) would require the individual to register as a sex offender under Chapter 62, Code of Criminal Procedure, which includes, but is not limited to, such offenses as Continuous Sexual Abuse of Young Child; Sexual Assault; Aggravated Sexual Assault; or (b) constitute an offense under the laws of another state or federal law that is equivalent to an offense requiring such registration, unless Capital Metro determines on an individualized risk based assessment that such offense is not a disqualifying offense as determined in accordance with the then applicable Capital Metro Background Investigations and Driving Requirements and Reporting Policy. CAPITAL METRO certifies that those individuals assigned to provide UT Shuttle Services, whether employed by CAPITAL METRO or a subcontractor engaged by CAPITAL METRO, have undergone an appropriate criminal background screening in accordance with CAPITAL METRO's policies and procedures.

ARTICLE XXXI: AMENDMENTS

This Agreement may be amended only in writing by an instrument signed by an authorized representative of the parties.

ARTICLE XXXII: NO WAIVER OF IMMUNITIES

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

ARTICLE XXXIII: CERTIFICATIONS

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

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By _____ Date _____

Randy Clarke, President/CEO

THE UNIVERSITY OF TEXAS AT AUSTIN

By  _____ Date 2021-07-10 | 06:03:56 PDT

Name and Title: Jay Hartzell, President

Exhibit A
INSURANCE REQUIREMENTS

CAPITAL METRO, consistent with its status as an independent contractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-: VII or better, or some similar rating, in amounts (unless otherwise specified), as UNIVERSITY may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability Disease- Each Employee	\$1,000,000
Employers Liability Disease - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UNIVERSITY, its directors, officers, employees, agents, successors and assigns.

UNIVERSITY agrees that CAPITAL METRO may purchase insurance through the Texas Municipal League Risk Pool.

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$2,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$4,000,000
Sudden Events Involving Pollution	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Policy shall include independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the liability provision of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage.

Business Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.

CAPITAL METRO will deliver to UNIVERSITY:

Evidence satisfactory to UNIVERSITY in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to UNIVERSITY in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance or any material change in coverage stated above. and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to UNIVERSITY. UNIVERSITY may terminate the Contract if required insurance is not provided. CAPITAL METRO is responsible for all policy

deductibles that might apply. Capital Metro's insurance will be primary and non-contributory to any insurance or self-insurance limits available to UNIVERSITY.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Business Automobile Liability Insurance, will be kept in force until receipt of Final Payment by Contractor to UNIVERSITY and,

Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by UNIVERSITY in writing.

If CAPITAL METRO is using a subcontractor to provide drivers for their buses subcontractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-:VII or better, or some similar rating, in amounts (unless otherwise specified), as UNIVERSITY may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability Disease - Each Employee	\$1,000,000
Employers Liability Disease - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UNIVERSITY, its directors, officers, employees, agents, successors and assigns.

Commercial General Liability Insurance with limits of not less than:

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

Policy shall include independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the liability provision of this Contract, fully insuring Subcontractor's liability for bodily injury (including death) and property damage. Policy shall include Personal Injury Liability extended to claims arising from employees of subcontractors.

Business Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage. In its sole discretion, UNIVERSITY may accept, in satisfaction of all automobile liability insurance requirements under this Agreement, a liability coverage document issued to CAPITAL METRO through the Texas Municipal League Risk Pool providing \$5,000,000 automobile liability to any subcontractor and its employees, including but not limited to all operators or drivers performing

services under this Agreement, as covered parties in the operation of the revenue vehicles. CAPITAL METRO will make all necessary contracts, indemnities, endorsements, and warranties as may be required to establish the University of Texas, and the operators and drivers of the revenue vehicles, including operators and drivers provided by subcontract or otherwise, as covered parties under the automobile liability coverage. of the Texas Municipal League Risk Pool. All other provision of this insurance exhibit shall apply to coverage provided through the Texas Municipal League Risk Pool, as determined applicable by the UNIVERSITY.

Subcontractor will deliver to UNIVERSITY:

Evidence satisfactory to UNIVERSITY in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to UNIVERSITY in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance or any material change in coverage stated above. Insurance policies, with the exception of Workers' Compensation, and Employer's Liability, will name and the evidence will reflect University, its directors, officers, employees, agents, successors and assigns as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to UNIVERSITY. UNIVERSITY may terminate the Contract if required insurance is not provided. Subcontractor's insurance will be primary and non-contributory to any insurance or self-insurance limits available to UNIVERSITY.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by UNIVERSITY in writing.

Verification of all insurance coverages shall be sent to:

The University of Texas at Austin
Parking and Transportation Services
ATTN: Associate Director
P. O. Box 7546
Austin, Texas 78713



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-135

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to modify the Herzog Contracting Corp. contract #200655 for the replacement of four bridges, increasing the original Board authorized amount by \$201,923 for reinforced concrete box culverts.

FISCAL IMPACT:

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

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: There are 127 bridges in Capital Metro's Rail Right-of-Way from Giddings to Marble Falls. Most of the bridges are 100 years of age and need constant repairs or replacement. The goal of replacing four short span bridges with resized reinforced concrete box culverts (RCBC) is to upgrade the cross-drainage to avoid inundation of stormwater near the structures due to increased drainage flows caused by the development along the railroad right of way, thereby supporting the agency's goal for providing a safe transit service, high quality customer experience and encouraging increased ridership.

BUSINESS CASE: The Capital Metro Board has adopted service standards that include providing a safe transit service and positive customer experience and increased ridership. The Capital Metro Board authorized contract #200655 to replace four short span bridges with box culverts. The funding for this contract is included in the FY 2021 budget and the Five-Year capital improvement plan.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on August 18, 2021.

EXECUTIVE SUMMARY: In February 2021, the Board authorized \$1,757,256 for the replacement four short span bridges with box-culverts as part of its State of Good Repair program. This work began in March 2021 in compliance with the Board adopted safety and reliability standards. In order to meet the latest railroad loading criteria, the designer, the contractor and Capital Metro Project Management agreed to use a BNSF railroad precast box specification that meets the appropriate railroad loading criteria. This necessitated a change in the contract price. Authorization for an additional \$201,923 is requested to support this revision.

DBE/SBE PARTICIPATION: The SBE goal is 9%. The prime contractor will exceed the goal utilizing the SBE subcontractors.

SBE Subcontractor	Race/Gender	Services/Products	SBE Responsive
Austin Underground Inc. Austin, TX	Hispanic/Male	Install Pre-Cast Box Culvert	43.8%
			43.8%

PROCUREMENT: On March 17, 2021, following authorization by the Capital Metro Board of Directors, Herzog Contracting Corp was awarded contract #200655 for the replacement of four bridges with reinforced concrete box-culverts (RCBCs) for \$1,597,506, plus \$159,750 (10%) contingency for a total not to exceed amount of \$1,757,256. This resolution adds additional monies to address a change order.

RESPONSIBLE DEPARTMENT: Capital Projects

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-135

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide the best customer 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 replacement of four bridges with reinforced concrete box culverts.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to modify Herzog Contracting Corp. contract #200655 for the replacement of four bridges, increasing the original Board authorized amount by \$201,923 for reinforced concrete box culverts.

Date: _____

**Secretary of the Board
Eric Stratton**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-143

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the Texas Transportation Institute for a period of five years for provision of research in a variety of areas to facilitate Capital Metro's delivery of transit services on an as needed basis in an amount no to exceed \$2,500,000.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Having access to research capacity at one of the leading transportation institutes in the country helps Capital Metro make better decisions and provide improved services to the community.

BUSINESS CASE: Texas A&M Transportation Institute (TTI) can augment Capital Metro staff with specific research topics and associated work in a cost-effective manner. As a public entity with access to talented graduate researchers, they offer the agency the ability to access resources that would otherwise be difficult to obtain for comparable costs.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on August 18, 2021.

EXECUTIVE SUMMARY: Capital Metro has maintained an agreement with the Texas A&M Transportation Institute (TTI) since 2007 to allow the agency to access transportation knowledge, expertise and research capabilities to support our vision, mission and goals. The current five-year agreement expires on September 30, 2021. Under the current agreement, the parties have executed 16 task orders in the areas of safety, planning, operations analysis, and financial analysis. The new agreement will begin on October 1, 2021 with a five year term. Under this agreement Capital Metro will utilize a task order process to access TTI resources on an as-needed basis. Funding for each task order is included as professional services in the budget of the requesting department.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Click or tap here to enter text.

RESPONSIBLE DEPARTMENT: Operations

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-143

WHEREAS, Since 2007, Capital Metro and the Texas A&M Transportation Institute (TTI) have partnered to accomplish research in support of Capital Metro's mission and vision; and

WHEREAS, the Capital Metro Board of Directors desires to continue the partnership with TTI in order to continue to improve the work of the Authority,

NOW, THEREFORE, BE IT RESOLVED the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the Texas Transportation Institute for a period of five years for provision of research in a variety of areas to facilitate Capital Metro's delivery of transit services on an as needed basis in an amount no to exceed \$2,500,000.

Date: _____

**Secretary of the Board
Eric Stratton**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-155

Agenda Date: 8/30/2021

SUBJECT:

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, 2021, to September 30, 2022.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Extension of the ILA with Travis County will maintain a strong partnership that supports Capital Metro's mission and vision. The ILA extension has the potential to increase ridership on Capital Metro services and increase revenue.

BUSINESS CASE: The ILA has helped establish a strong partnership with Travis County that supports Capital Metro's strategic objectives. The proposed ILA extension will maintain this relationship. The ILA has been well utilized by Travis County employees, and the proposed extension has the potential to increase the usage of our services by Travis County employees.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on August 18, 2021.

EXECUTIVE SUMMARY: As part of Capital Metro's desire to build strong community partnerships that further Capital Metro's mission and vision and as part of Capital Metro's and Travis County's continued joint effort to promote sustainability through transportation alternatives, this agreement is an extension of an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2021, to September 30, 2022. This extension is the third of three, one-year, optional extensions allowed under the ILA.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-155

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to build strong community partnerships that further Capital Metro’s mission and vision; and WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to build ridership and increase market share of alternate transit use.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to execute an extension of an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2021, to September 30, 2022.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT NO. 5 TO THE INTERLOCAL AGREEMENT
BETWEEN
TRAVIS COUNTY AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR EMPLOYEE TRANSIT SERVICES**

This Amendment No. 3 to the Interlocal Agreement for Employee Transit Services (“Amendment”) is entered into by and between Travis County, Texas (“Travis County”), a political subdivision of the State of Texas, and Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code. Capital Metro and Travis County are referred to in this Amendment collectively referred the “Parties” and individually as a “Party”.

I. Recitals

1. The Parties entered into that certain Interlocal Agreement for Employee Transit Services dated effective September 26, 2018 under which Capital Metro provides transit services to employees of Travis County (the “Interlocal Agreement”).
2. Article III.1 of the Interlocal Agreement provides the term of the Interlocal Agreement (the “Term”) will initially remain in effect until September 30, 2019 and may be extended for up to three additional 12-month optional renewals.
3. The Parties desire to extend the Term for another twelve-month (12-month) renewal period, from October 1, 2021 to September 30, 2022.

In consideration of mutual covenants and agreements contained herein, the Parties agree to amend the Interlocal Agreement as evidenced by the signatures of their respective authorized representatives.

II. Agreement

1. Article III.1 of the Interlocal Agreement provides that all optional renewals and extensions are subject to the review and approval of the Capital Metro Board of Directors and the Travis County Commissioners Court. Pursuant to Article III.1 of the Interlocal Agreement, the Parties hereby agree to renew the Interlocal Agreement for an additional 12-month period from October 1, 2021 through September 30, 2022.
2. Capitalized items used in this Amendment and not otherwise defined have the meanings assigned to them in the interlocal Agreement.
3. Multiple Counterparts. This Amendment may be executed by the Parties in one or more counterparts, each of which shall be considered one and the same Amendment. Signatures transmitted electronically by e-mail in a “PDF” format, by DocuSign or similar e-signature service shall have the same force and effect as original signatures in this Amendment.

[Signatures on following page]

**Capital Metropolitan
Transportation Authority**

Travis County, Texas

By: _____
Reinet Marneweck
Chief Financial Officer

By: _____
Andy Brown
Travis County Judge

Date: _____

Date: _____

Approved as to form:

By: _____
CMTA Legal

**INTERLOCAL AGREEMENT
BETWEEN
TRAVIS COUNTY AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR EMPLOYEE TRANSIT SERVICES**

This Interlocal Agreement ("Agreement") is entered into by and between Travis County, Texas ("Travis County"), a political subdivision of the State of Texas, and Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code. Capital Metro and Travis County are referred to in this Agreement collectively referred the "Parties" and individually as a "Party".

I. Recitals

1. The Parties recognize the importance of a regional mobility system and desire to encourage employees of Travis County to access public transportation.
2. This Agreement is effective upon execution by both Parties and is effective until the funding for this Agreement is depleted or is otherwise terminated in accordance with this Agreement.
3. This Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
4. The Parties now desire to enter into a mutually beneficially agreement that meets the transportation mobility needs of both Parties.

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

II. Scope

1. **Transit Services.** The purpose of this Agreement is to provide access to Capital Metro's paratransit services ("MetroAccess Services"), bus, and rail services (collectively, "Services") to Travis County employees who possess a valid and current Travis County employee photo identification and are eligible to use the Services ("Eligible County Employees").
2. **MetroAccess.** Capital Metro will provide paratransit services to Eligible County Employees who have been certified for MetroAccess Service via Capital Metro's certification process. MetroAccess-certified Eligible County Employees must follow Capital Metro's certification and reservations processes in order to make use of Capital Metro's paratransit services. Travis County will provide Capital Metro a list of MetroAccess-certified Eligible County Employees at least ten (10) business days before the beginning of a new service month. Capital Metro will then issue Travis County a MetroAccess monthly pass for each of these Eligible County Employees at least five (5) business days before the beginning of that new service month. Travis County will be responsible for distribution of these monthly passes to its MetroAccess-certified Eligible County Employees. Each MetroAccess-certified Eligible County Employee must display a valid MetroAccess monthly pass to the MetroAccess operator prior to boarding a MetroAccess vehicle. In this Agreement, "service month" means a calendar month during which a MetroAccess-certified Eligible County Employee desires to receive paratransit services from Capital Metro.

3. **Bus and Rail Services.** Capital Metro agrees to provide bus and rail services to any Eligible County Employee, at no charge to the Eligible County Employee, provided each such employee presents a valid Capital Metro pass and Travis County Employee photo identification upon boarding the Capital Metro vehicle.
4. **Coordination.** Capital Metro and Travis County understand the need for coordination and prior approval of the respective governing bodies regarding services, activities, and initiatives; including services, activities and initiatives that involve additional funds. The Parties agree to work together in good faith to coordinate any approvals necessary to obtain services, activities and initiatives that further the goals of this Agreement.
 - (a) Capital Metro and Travis County staff will outline the various roles and responsibilities needed to promote and increase Travis County employee ridership.
 - (b) Travis County will promote transit use to its employees with the assistance of the Capital Metro Communications and Marketing staff. The number of passes Travis County will require will be determined no later than six (6) weeks before the desired delivery date. Capital Metro will deliver the annual transit passes to the Travis County Human Resources Management Department. Travis County will be responsible for distributing the passes to Eligible County Employees.
5. **Holidays.** The following holidays are observed by Capital Metro and may alter the level of services:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

6. **Monitoring and Reporting.**
 - (a) **Ridership Reports.** Capital Metro will provide ridership reports to Travis County by day 10 of each month. Ridership reports will include the number of unique Travis County employee riders, the number of rides taken for each level/tier of service/per day and for the total month, the total dollar amount per level/tier of service, and the total dollar amount due.
 - (b) **MetroAccess (Paratransit) Reconciliation.** From the listing of MetroAccess monthly passes issued to Travis County for its MetroAccess-certified employees, Capital Metro will monitor, compile, and analyze Eligible County Employees' use of MetroAccess services and provide a monthly ridership report to Travis County. Capital Metro and Travis County will review the ridership services and eligibility for MetroAccess Services each month to reconcile the services. Capital Metro will submit invoices to Travis County for these services based upon the reconciliation.

- (c) **Bus and Rail Reconciliation.** Capital Metro will use the magnetic cards at the bus and rail fare boxes to monitor, compile and analyze bus and rail ridership data. Capital Metro and Travis County will review ridership services and employees' eligibility each month to reconcile the services. Capital Metro will submit invoices to Travis County for these services based upon the reconciliation.

III. Term and Termination

1. **Term.** The initial term of this Agreement shall commence on October 1, 2018 and end on September 30, 2019 (the "Initial Term"). After the Initial Term, this Agreement may be renewed for three (3) additional 12-month optional renewals. All optional renewals and extensions are subject to the review and approval of the Capital Metro Board of Directors and the Travis County Commissioners Court. Any changes to the price per ride or payment terms will be negotiated in good faith between the Parties at least ninety (90) calendar days prior to the expiration of the then-current term.
2. **Termination.** Either Party may exercise the right to terminate this Agreement, in whole or part, without cause, upon sixty (60) calendar days prior written notice. Upon receipt of the termination notice Capital Metro will cease all work on the 60th day ("Early Termination") following the date of the termination notice. Travis County will pay Capital Metro for all Services performed and obligations incurred prior to the Early Termination.

IV. Compensation and Payment

1. **Contract Amount.** For the Initial Term and each renewal term (unless the Parties have negotiated different prices or payment terms for that renewal term), Travis County will pay to Capital Metro an amount not to exceed **\$87,000** for that term for Eligible County Employees' use of the Services, at the rates and costs set forth in Table 1 and Paragraphs 1.1 and 1.2 below. Capital Metro will invoice Travis County on a monthly basis for the Services.
 - 1.1 During the term of this Agreement, Travis County will pay Capital Metro for bus and rail services on a per ride basis, at the rates set forth in Table 1 or the then-current, per-ride rates for each class of service. Travis County will pay Capital Metro for MetroAccess Services for MetroAccess-certified Eligible County Employees at the monthly rate set forth in Table 1.

Table 1. Prices for services from October 1, 2018 through September 30, 2019 and for each renewal term unless the Parties negotiate different prices or payment terms for that renewal term.

Service	Promotional Fare Price
Local	\$0.88 per ride
Commuter	\$2.45 per ride
MetroAccess (Paratransit)	\$46.50 month

- 1.2 Travis County will pay for the production costs of the transit passes. In addition, if the production costs of the transit passes increase during the term of this Agreement, Travis County agrees to reimburse Capital Metro for the actual additional production costs charged to Capital Metro.

2. **Invoices.** Based upon reconciled ridership services and employee eligibility, Capital Metro will submit an itemized invoice and ridership data reports to Travis County on a monthly basis. Invoices and ridership data may be mailed or sent electronically to:

Syndia Crosbie
Travis County Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Syndia.Crosbie@traviscountytexas.gov

3. **Prompt Pay.** Travis County will pay all invoices on a monthly basis in accordance with Texas Prompt Payment Act, Chapter 2251, and Texas Government Code.
4. **Non-appropriations.** This Agreement is dependent upon the availability of Travis County funding. Travis County's payment obligations are payable only from funds appropriated and available for the Agreement. Travis County will provide Capital Metro written notice if it fails to appropriate the funds to pay the amounts due under this Agreement. Travis County will also notify Capital Metro as soon as practicable if there is a reduction of the appropriated funds necessary for Travis County to perform under this Agreement, or there are insufficient funds available for Travis County to pay its obligations under this Agreement.

V. General Terms and Conditions

1. Right to Audit.

1.1 Travis County agrees to allow authorized Capital Metro representatives access to all records related to this Agreement. In addition, Travis County agrees to only distribute transit passes and MetroAccess tickets to Eligible County Employees. Travis County will take adequate measures to prevent the transference of passes and tickets to individuals who are not Eligible County Employees.

1.2 Capital Metro agrees to allow authorized representatives of Travis County or other authorized representatives of Travis County, access to, and the right to audit, examine, or reproduce, any Capital Metro records related to the performance of this Agreement. Capital Metro agrees to refund to Travis County any overpayments disclosed by a Travis County audit.

2. **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.
3. **"Business Day."** In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.
4. **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 regarding Capital Metro's provision of transit services to Eligible County Employees. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by written instrument duly executed by an authorized representative of the Parties. 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. The recitals set forth above and the attached exhibits are incorporated herein.

5. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code, (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any other action under the Texas Public Information Act on behalf of the other Party. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this paragraph survive the termination or expiration of this Agreement.
6. **Fiscal Records.** The Parties will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable state of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of three (3) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.
7. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.
8. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
9. **Successors and Assigns.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns (if any).
10. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
11. **Disputes.** The Parties will make every possible attempt to resolve, in an amicable manner, all disputes between the parties concerning the interpretation of this Agreement. Travis County will submit written notice of any claim of breach of contract under this Agreement to the Capital Metro Board of Directors, who will examine Travis County's claim and any counterclaim and negotiate with Travis County in an effort to resolve the claim. In the event this negotiation is unsuccessful, then the parties will take the dispute to mediation.
12. **INDEMNIFICATION. THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT, OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.**
13. **Force Majeure.** Except as otherwise provided, neither Party is liable to the other for any delay in, or failure of performance, of a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined

as acts of God, war, strike, fires, explosions, or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

- 14. Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all other provisions of this Agreement, which will remain of full force and effect.
- 15. Headings.** The headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.
- 16. Notices.** Any notice required or permitted to be delivered under this Agreement will be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Travis County or Capital Metro, at the addresses set forth below. Notice given in any other manner will be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party.

16.1 Designation of Key Personnel for Notice

Travis County: Adele Noel
Travis County
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

David Escamilla (or his successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767


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

Capital Metro: Kerri L. Butcher, Chief Counsel
Capital Metropolitan Authority
2910 E. 5th Street
Austin, Texas 78702

- 17. **Government Entities.** The Parties to this Agreement are governmental entities within the State of Texas, and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
- 18. **Certifications.** The Undersigned Parties do hereby certify that: (a) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entities; (b) the proposed arrangements serve the interest of efficient and economical administration of Capital Metro and Travis County; (c) the services contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under Agreement given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code, Section 771.003(b); and (d) this Agreement neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

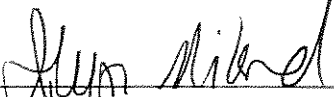
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives to be effective as of the date of the last Party to sign.

**Capital Metropolitan
Transportation Authority**

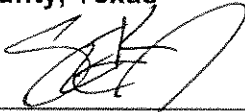
By: 
 Randy Clarke
 President/CEO

Date: 9/11/18

Approved as to form:

By: 
 CMTA Legal

Travis County, Texas

By: 
 Sarah Eckhardt
 Travis County Judge

Date: SEP 26 2018

Approved as to form:

By: 
 Assistant Travis County Attorney



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-117

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution authorizing the establishment of the Capital Metro Transit Police, as a component of the Capital Metro Public Safety Program, to enhance service to Capital Metro customers and public safety.

FISCAL IMPACT:

Funding for this action is available in the proposed FY2022 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Growth Management

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Transit policing is a specialized service and, given the growth of Capital Metro that has already occurred and is planned in the future, a specialized and dedicated Transit Police Department is necessary to best serve our customers, staff and public safety at large.

BUSINESS CASE: In-house Capital Metro Transit Police are a necessary part of the overall Public Safety Program. Transit Police will provide enhanced safety for staff and customers and will be better equipped to provide specialized and context-sensitive support to the transit system resulting in increased efficiencies and advancement of CapMetro's mission.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on August 30, 2021.

EXECUTIVE SUMMARY: Capital Metro’s Public Safety Program aims to protect Capital Metro staff, customers and the community from harm using multiple, integrated strategies. As part of this comprehensive approach, which includes public safety ambassadors and intervention specialists, the creation of a Transit Police Department is recommended. Transit policing is a specialized service and, given the growth of Capital Metro that has already occurred and is planned in the future, a specialized and dedicated Transit Police Department is necessary to best serve our customers, staff and public safety at large.

Prior to requesting authorization from the Board, staff engaged stakeholders regarding this topic. Capital Metro customers and staff have indicated support for creation of a police department, and they will continue to be engaged as this work progresses.

The action requested of the Board authorizes staff to continue the work done to date regarding Capital Metro’s public safety approach and bringing the community along with the process to create a police department. The resolution directs the President & CEO to:

- Engage consultants to guide development and implementation
- Engage the CapMetro DE&I Council, and Board Committees
- Develop a Public Safety Advisory Committee charter and appointment process for Board consideration
- Develop a staff training program and professional standards based on input from industry standards and the Public Safety Advisory Committee
- Create a process by which police auditing and oversight is addressed, and
- Include funding in the FY 2022 Operating Budget to continue this work

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Safety

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-117

WHEREAS, transit agencies are unique in their interactions with the community, and their public safety needs; and

WHEREAS, Capital Metro’s public safety program aims to protect Capital Metro employees, customers, and the community from unintentional harm using multiple, integrated strategies including the use of public safety ambassadors before enforcement, and enhanced customer care programs; and

WHEREAS, Capital Metro should evaluate and implement a number of considerations to ensure the agency employs the most effective and efficient, context-sensitive, and modern approach to provide the appropriate level of public safety and security; and

WHEREAS, The American Public Transportation Association (APTA) convened a peer review at the request of Capital Metro, to conduct an analysis and make recommendations for restructuring and enhancing the Capital Metro public safety program similar to peer transit agencies; and

WHEREAS, The APTA peer review found numerous reasons to evaluate and update Capital Metro’s public safety program; and

WHEREAS, while the support and tremendous partnership of the Austin Police Department is appreciated and incredibly valuable to Capital Metro, the APTA peer review found that Capital Metro customers and public safety may be better served by specialized dedicated resources, especially as the transit system continues rapid growth; and

WHEREAS, the APTA peer review found that “there was overwhelming support from union members, Capital Metro staff, stakeholders and Board members for creation of a public safety program that includes both ambassadors and community intervention counselors who interact with all members of the community to provide customer service in an unbiased, equitable manner that aligns with the mission and values of Capital Metro and transit police officers who are employed directly by Capital Metro,” and

WHEREAS, the Capital Metro public safety program will defend against the threat of domestic terrorism through partnerships, education and the application of crime prevention through environmental design principles, to enhance safety and security and protect Capital Metro employees, customers, transit infrastructure and critical systems by developing innovative policies and procedures to deter attacks, deliver training to employees and first responders, provide security awareness to customers and develop intelligence capabilities for detecting and preventing terrorist attacks.

WHEREAS, Capital Metro has continued to expand the use of Public Safety Ambassadors as the primary resource initially deployed to respond to public safety needs in order to better serve customers and the public; and

WHEREAS, Capital Metro is committed to continuing this ongoing conversation about a transit agency's role in community and customer safety, and will continue to include stakeholders as this process moves forward;

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the establishment of the Capital Metro Transit Police, as a component of the Capital Metro Public Safety Division, to enhance service to Capital Metro customers and public safety.

The President & CEO is directed to:

1. Engage a professional with expertise in transit policing and public safety to guide the development of the program.
2. Engage the Capital Metro Diversity, Equity and Inclusion Council, and Capital Metro Board Advisory Committees to advise staff on aspects of the establishment of the CapMetro Transit Police necessary policies.
3. Include in the Capital Metro FY 2022 Operating Budget sufficient funding to continue this work over the next year, including resources necessary to hire staff and adhere to requirements under State and Federal law, such law enforcement professional standards, training requirements and internal affairs. Long-range financial projections for the cost of this function, including facilities, equipment, training, personnel, etcetera, are to be developed and shared with the Board.
4. In collaboration with the aforementioned advisory groups, develop a Public Safety Advisory Committee charter and advisor appointment process to be brought to the Capital Metro Board for approval and appointments.
5. Develop a staff training program and professional standards for members of the Transit Police with input from industry best practices and the Public Safety Advisory Committee that shall include initial and continuous training.
6. Include in the establishment of the Transit Police, the creation of a process by which internal affairs oversight can be confidently and transparently resolved for the benefit of Capital Metro and the community.

The President and CEO shall report back to the Board on progress at a Board Meeting in early 2022.

Date: _____

Secretary of the Board
Eric Stratton

CapMetro Public Safety Program

Gardner Tabon, EVP, Chief Safety Officer

1



Agenda

1. Capital Metro's public safety approach
2. Stakeholder feedback on public safety
3. Review of today's requested Board action
4. Review of next steps

Public Safety Approach

3

 METRO

Public Safety Challenges

Daily Operations & Service Calls



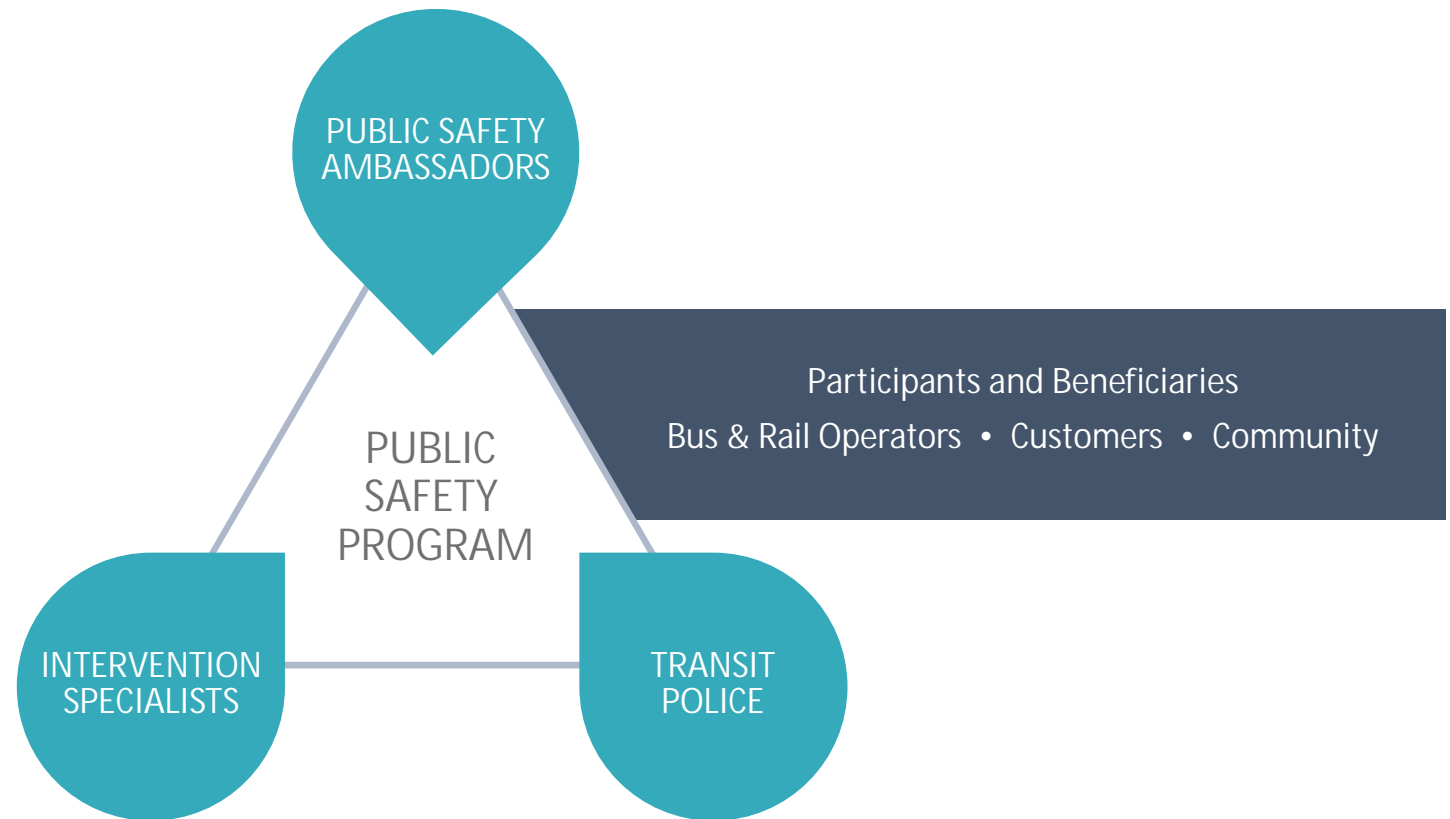
Special Events



Critical Transit Infrastructure



CapMetro's Public Safety Approach



Emergency Calls

- Top 5 reasons for calls currently:
 1. General Request for Assistance – police presence requested for some reason
 2. Loitering
 3. Miscellaneous – no mask or mask-related
 4. Disturbance – verbal or physical
 5. Check Welfare

Public Safety Activities – Fiscal Year 2021

- Work on updating our approach to Public Safety started in early 2020
- In FY 2021 we...
 - Hired 2 Community Intervention Specialists
 - Hired a Public Safety Ambassador Supervisor
 - Hiring 15 Public Safety Ambassadors
 - APTA Peer Review
 - Conversations with stakeholders
 - Operator and customer survey

Public Safety Stakeholder Engagement

8



METRO

Activities

- APTA Peer Review stakeholder and policymaker interviews
- Customer and Operator Survey
- Stakeholder briefings and conversations
- Committee briefings: DE&I Council, Access and CSAC



APTA Peer Review

- The APTA Peer Review Panel was convened to conduct an analysis and make recommendations to improve the CapMetro public safety program
- Observation: There is no one-size-fits-all policing model for transit agencies.
- Methodology included a review of the state of the industry and interviews of local stakeholders (including CapMetro workforce), advocates and policymakers.

ATPA Peer Review – Key Findings

“Cap Metro is in an enviable position to establish an in-house transit police model that blends elements that will enhance the public safety program, i.e., Community Intervention Counselors, Public Safety Ambassadors”

“There was overwhelming support from union members, CapMetro staff, stakeholders and Board members for in-house, transit police officers who are a part of the CapMetro public safety program”

“The planned system expansion, community desire for accountable and equitable services, and the shortage of available APD officers are reasons for creating a transit police contingent.”

Public Safety Survey

- Survey of customers and operators conducted in spring 2021
- 570 total surveys completed
 - 164 with CapMetro Operators & Frontline Staff
 - 63% bus operators
 - 406 with CapMetro Customers
 - Majority are frequent riders (at least once per week)
 - 48 routes represented in response
 - All ride the bus and 5% also ride the train



Public Safety Survey – key findings

- 80% of customers state security is good and do not seem to fault CapMetro for safety issues.
 - They would feel safer with more cameras and visible security symbols, uniformed CapMetro staff, and/or police officers.
- 63% of frontline staff view security as needing improvement.
 - Staff feel unsafe while working (30%) and at bus stops and stations (24%).
 - Frontline staff want to see police officers and/or uniformed staff to create a sense of security on the vehicles/stations
- Unsafe passenger behavior is the primary cause of most of the safety concerns employees and customers have.

Public Safety Survey – key findings

- Survey participants indicate CapMetro should consider increasing visible security measures such as uniformed security, especially on routes with more calls for service.
 - This provides deterrence, prevention and more timely response.
 - Work with employees to implement the plan.
 - Be sure to include a strong marketing plan to alert the community of the increased safety measures.

Key questions we heard:

- Do we have to use the term “police”?

Yes. Police must identify themselves as police for the sake of clear identification to the community, and to cover legal requirements for their services.

- What types of policies will the police officers follow?

In addition to following requirements under state law, we will work with consultants, the Public Safety Advisory Committee and other stakeholders to identify and shape specific policies, trainings and standards for the police.

- What does the oversight look like?

The CapMetro Board will appoint a Public Safety Advisory Committee and there will be an audit/oversight function reporting to Board

Summary and Requested Board Action

Summary

- Capital Metro's Public Safety Program aims to protect Capital Metro staff, customers & the community from harm using multiple, integrated strategies.
- Transit policing is a specialized service and a specialized and dedicated transit police department is necessary to best serve our customers, staff and public safety at large.
- Our customers and staff have indicated support to date and will continue to be engaged as this work progresses.
- **Board Action Requested:** Authorizes staff to continue this work and bring the community along with the process to establish community-oriented transit police, which is anticipated to take more than 18 months.

Summary of Board Resolution

- ✓ Engage consultants to guide development and implementation
- ✓ Engage the CapMetro DE&I Council, and Board Committees
- ✓ Develop a Public Safety Advisory Committee charter and appointment process for Board consideration
- ✓ Develop a staff training program and professional standards based on input from industry standards and the Public Safety Advisory Committee
- ✓ Create a process by which police auditing and oversight is addressed
- ✓ Include funding in the FY 2022 Operating Budget to continue this work

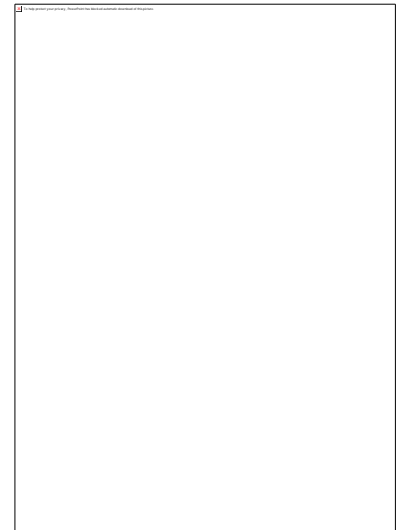
Next Steps After Approval

- Engage consultants with significant transit policing experience to guide program development and long-range financial plan.
- FY 22 Budget to include public safety ambassadors, intervention specialists and positions within the Police Department.
- Report back to Board on progress in early 2022 and periodically throughout implementation.

Public Safety Consultant

Chief Wanda Dunham

- Retired from the Metropolitan Atlanta Rapid Transit Authority
 - 9th largest transit agency serving 947 sq miles including Clayton, Dekalb and Fulton Counties
- 14 years serving as the Assistant General Manager/Chief of Police and Emergency Management
- Led a 400+ member police department providing security for multiple facilities, stations, buses, mobility and light rail throughout the service area
- 30 years of experience



Future community engagement opportunities:

- We want to inform customers and staff about our approach to public safety and provide opportunities to influence direction
 - What types of characteristics do you think make a good police chief?
 - What are some examples of police training programs that are “getting it right”?
 - Opportunities to review proposed policies and standards
- Multiple, frequent check-ins with DE&I Council, Transit Safety Advisory Committee
- Communications to the broader public about opportunities to learn more and participate
- Engage partners and provide opportunities to bolster relationship and guide program development



METRO

THANK YOU!

Community Engagement Goals

- Inform key stakeholders and the community on CapMetro's transit safety goals.
- Collect feedback from our communities on training/procedures that the department should participate in to achieve the desired safe transit environment
- Collect feedback on the qualities and characteristics of CapMetro's police chief and transit safety staff
- Facilitate conversations with CapMetro staff on why we are creating the transit safety department and collect feedback from them
- Inform elected officials (City Councils, School Boards, Legislators, and County Commissioners) and local law enforcement about CapMetro's new safety transit department.
- Provide community updates and timeline of the department's implementation.

Public Safety Approach

Public Safety Ambassadors

- The primary interface with our customers
- Prepared to identify all safety issues or policy violations and respond or bring in appropriate resources
 - Helping customers purchase tickets
 - Identifying safety improvements to infrastructure (i.e., trip hazards)
 - Connecting people with intervention specialists or contacting police, if needed

Intervention Specialists

- Dispatched as needed to stations, stops and vehicles
- Equipped with social service skills and training
- Able to connect people with the necessary social services they may need
- Assisting with training other staff and operators

Transit Police

- Dispatched as needed for specific, escalated public safety situations
- Equipped with social service skills and appropriate training
 - As prepared to sell a fare ticket as to write a citation
- Involved in ongoing, transit-specific public safety drills and other training
- Primary resource against transit-related terrorism

Public Safety Approach

Public Safety Ambassadors

- The primary interface with our customers
- Prepared to identify all safety issues or policy violations and respond or bring in appropriate resources
 - Helping customers purchase tickets
 - Identifying safety improvements to infrastructure (i.e. trip hazards)
 - Connecting people with intervention specialists or contacting police, if needed

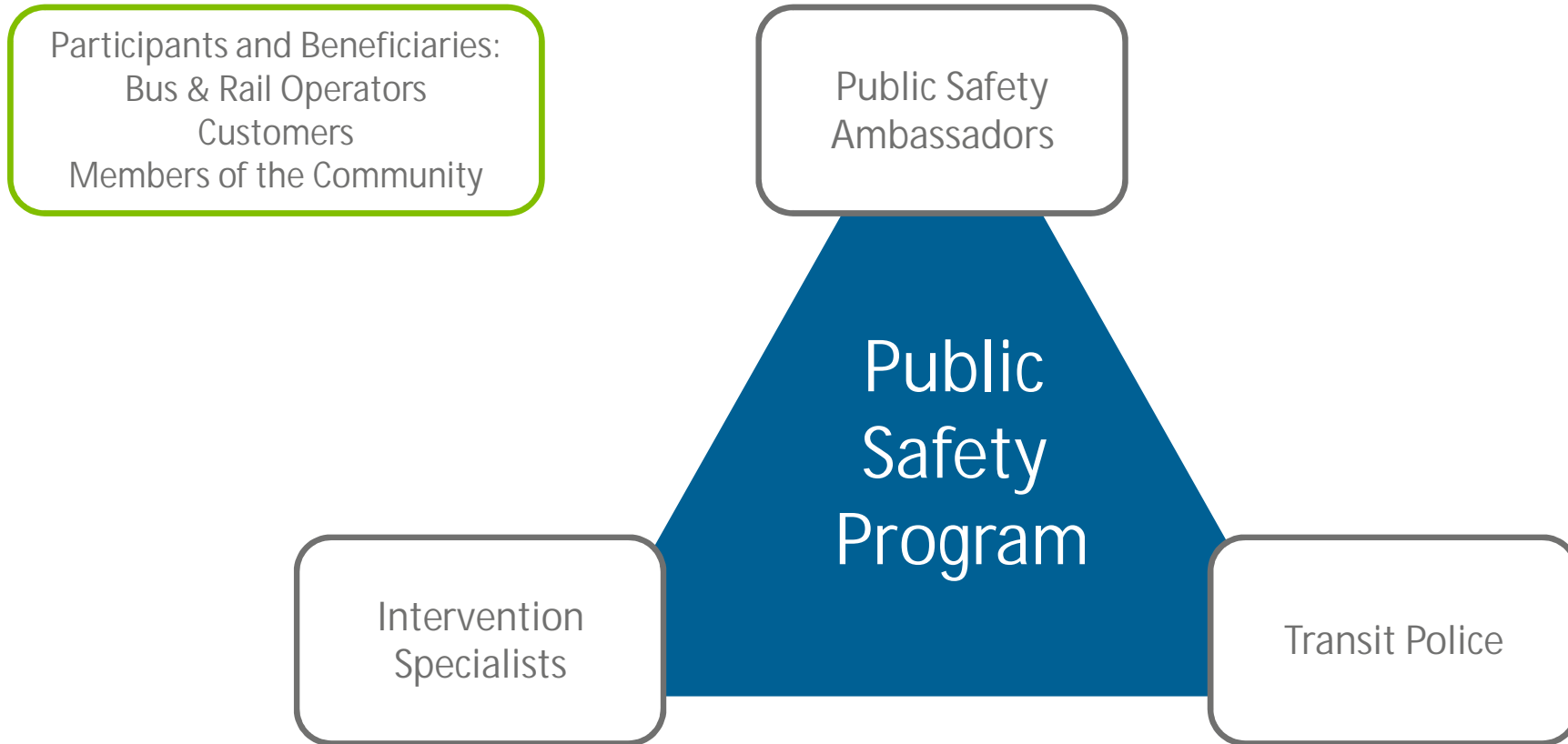
Intervention Specialists

- Dispatched as needed to stations, stops and vehicles
- Equipped with social service skills and training
- Able to connect people with the necessary social services they may need
- Assisting with training other staff and operators

Transit Police

- Board action requested in August
- This function is currently provided through partnership with Austin Police Department
- Dedicated and specialized resources are recommended for Capital Metro going forward

CapMetro's Public Safety Approach





Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-123

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract for health plan administrative services for a three-year base period and three one-year options with United Healthcare in an amount not to exceed \$15,384,283 for administration of third-party administration services and stop loss insurance for the Capital Metro self-insurance health and dental plans.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Providing high quality and competitive benefit services enables Capital Metro to provide benefit programs that will attract and retain the type of employees needed to meet our strategic goals.

BUSINESS CASE: The current 7-year (3 base + 4 option years) contract for Health Plan Administrative Services is set to expire on December 31, 2021. This contract is to provide Health Plan Administrative Services, which are provided by Capital Metro to our employees. This is a part of the benefit package offered to employees to remain competitive with our local public and private employers.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on August 18, 2021.

EXECUTIVE SUMMARY: The purpose of this contract is to provide Health plan Administrative Services to Capital Metro and ATP employees. The Health Plan Administrative Services contract includes the following services to provide benefit plan coverage and/or administration for the health and dental plan for Capital Metro employees:

- Medical Plan Administration
- Medical Plan PPO Network of Providers
- Dental Plan Administration
- Flexible Spending Account Administration
- Health Savings Account Administration
- Retirement Reimbursement Account Administration
- COBRA and HIPAA Administration
- Plan Sponsor Education and Support
- Stop Loss Administration

This contract also includes stop loss insurance for claims per participant exceeding \$150,000 per year. The cost of stop loss is based on the claims history for the prior 12 months. We have estimated a 32 percent increase each year during the base period and 20 percent during the option years. We also propose a 10 percent contingency is proposed for the option years, because of the difficulty projecting those years. If the cost of stop loss in the future results in exceeding the not to exceed amount for the base and option years, board approval will be required before adding the stop loss. Each year we also evaluate the stop loss cost and estimated claims exceeding the stop loss threshold to determine whether the stop loss threshold should be revised.

DBE/SBE PARTICIPATION: The SBE goal is 5%. The prime contractor will meet the goal utilizing the following SBE subcontractor:

SBE Subcontractor	Race/Gender	Services	SBE Responsive
Sailingstone Print LLC.	Asian/ Female	Printing	5%
			5%

PROCUREMENT: On April 26, 2021, a Request for Proposals was issued and formally advertised. By the closing date of June 2, 2021, the proposal by United HealthCare Services, Inc. was received. The proposal was evaluated based on the following factors:

- (1) The offeror's methodology and completeness of responses to Exhibit H, Schedule of Services.
- (2) The offeror's demonstrated technical background, past performance, and relevant work experience on

projects of a similar size, scope, complexity, and nature.

- (3) Qualifications, experience, and capabilities of the proposed project personnel, and any subcontractors, on projects of a similar size, scope, complexity, and nature.
- (4) The methodology and quality of the work plan for the performance of the work by the offeror based on Exhibit F, Scope of Services.

The proposal from United HealthCare Services, Inc. was rated Acceptable, all factors considered. The price was determined to be fair and reasonable. The contract is a fixed price contract. The term of the contract is three base years with three option periods of one year each.

GRAND TOTAL SUMMARY: BASE + OPTION PERIODS	
Total Base - Year 1	\$1,189,335.00
Total Base - Year 2	\$1,628,678.88
Total Base - Year 3	\$2,048,261.47
SUB-TOTAL BASE PERIOD: YEARS 1 - 3	\$4,866,275.35
Total Option 1 - Year 4	\$2,575,906.31
Total Option 2 - Year 5	\$3,132,518.48
Total Option 3 - Year 6	\$3,853,398.54
SUB-TOTAL OPTION PERIODS: YEARS 4 - 6	\$9,561,824.33
Contingency on Stop Loss Premiums	\$956,182.43
GRAND TOTAL: BASE + OPTION PERIODS - YEARS 1 - 6	\$ 15,384,282.12

RESPONSIBLE DEPARTMENT: People and Culture

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-123

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to improve the health, wellness and safety of our employees; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize that self-insurance has proven to be a more cost effective approach to providing health and dental benefits.

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 for a three-year base period and three one-year options for health plan administrative services with United Healthcare in an amount not to exceed \$15,384,283 for administration of third-party administration services and stop loss insurance for the Capital Metro self-insurance health and dental plans.

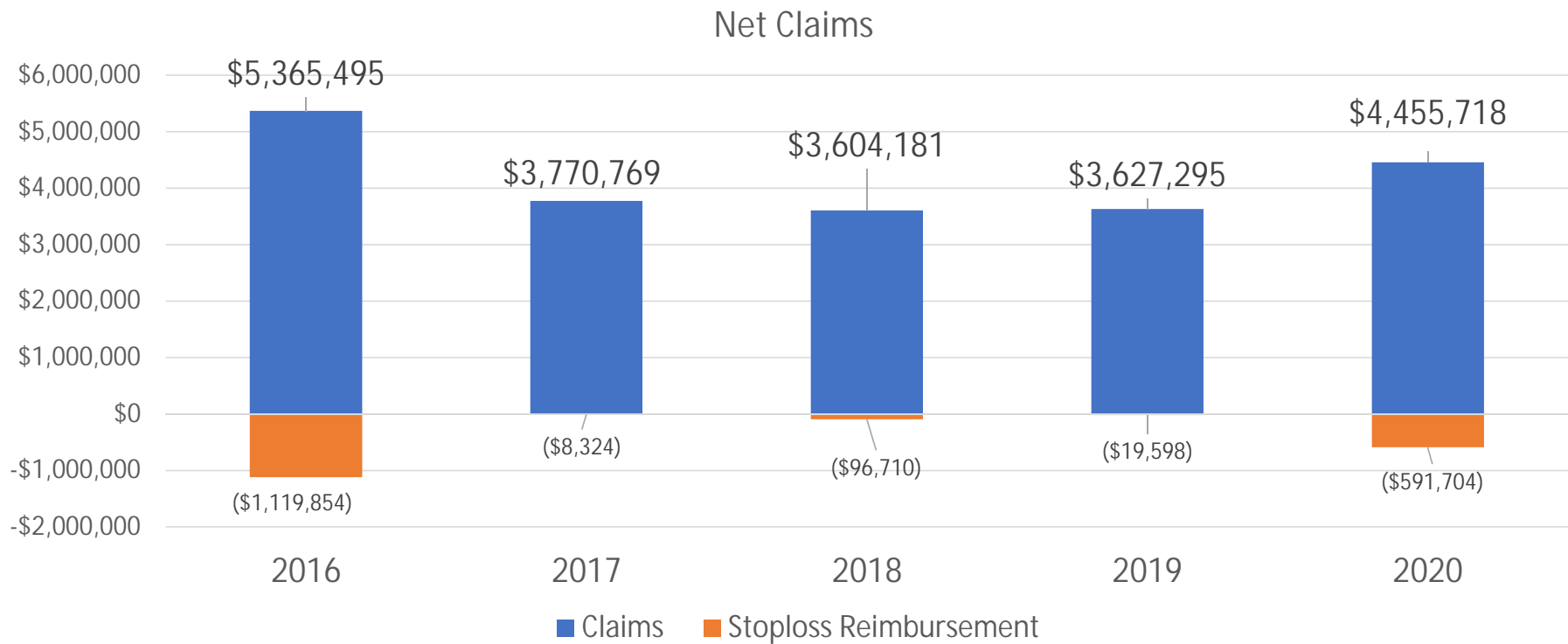
Date: _____

**Secretary of the Board
Eric Stratton**

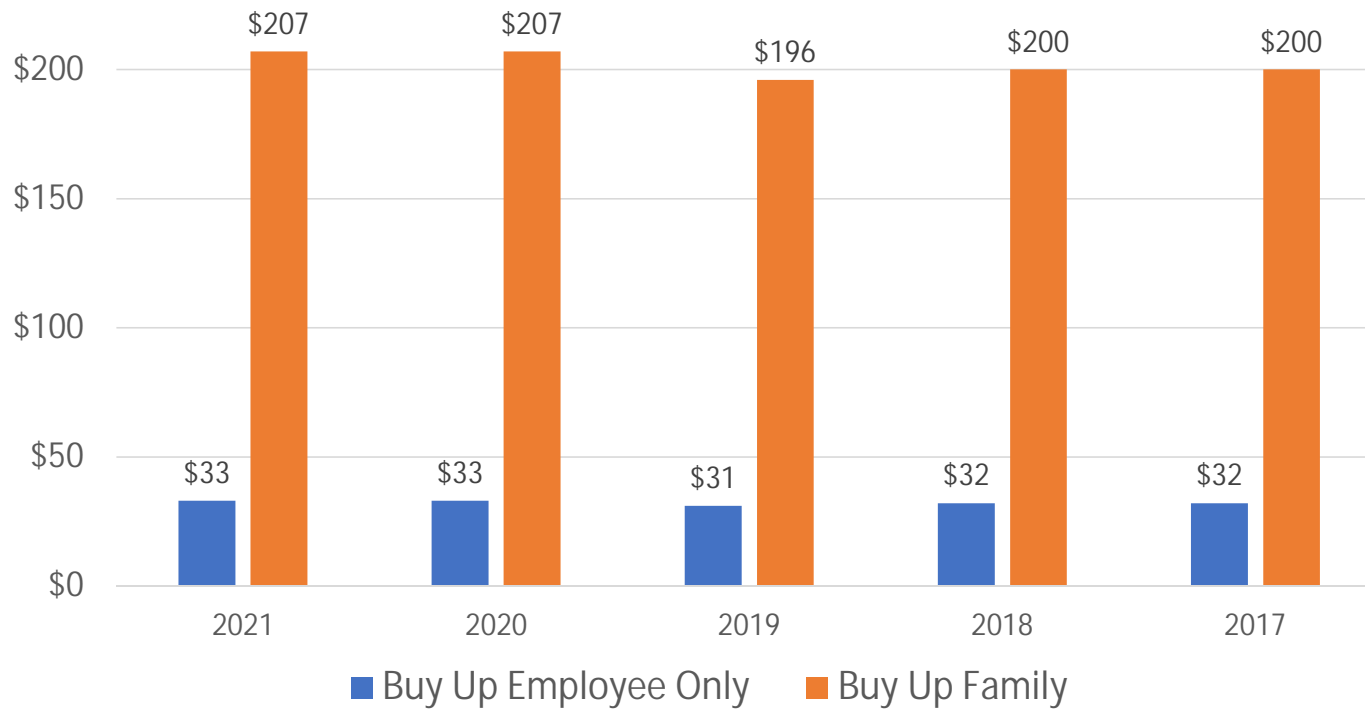
Health Plan Administration Contract

EVP Administration, Donna Simmons

Health Claims Cost History



Employee Premium History



Premiums per Pay Period (24)

United Healthcare Enhancements

- Rally Health Risk Assessment Tool
 - Rewards employees for taking control of their health
- Real Appeal
 - Evidence-based virtual weight loss program
- Treatment Cost Estimator
 - Ability to compare costs for providers and services in network
- Free Preventative Medications
 - Certain preventive medication available at no cost to participant
- Enhanced Telemedicine offerings

Action Requested

- Approval to award the health care administration and stop loss insurance to United Health Care (UHC) for 3 base years and 3 one-year options
 - Based on UHC proposal keeping administration fees low and positive experience with UHC administration and network over the last 10 years
- Total base contract: \$4,866,275
- Total with option years: \$15,384,282.12
- Commitment to 5% SBE goal for printing



METRO

THANK YOU!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-133

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution adopting a Board Operating Procedures Policy and amending the Capital Improvement Program Policy.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The polices adopted by the Board of Directors provide strategic direction to the President & CEO and Capital Metro regarding policy matters within the purview of the Board.

BUSINESS CASE: Periodic review and updates to policies adopted by the Board of Directors are prudent to ensure that the policies meet the ongoing needs of Capital Metro.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Finance, Audit and Administration and Operations, Planning and Safety Committees on August 18, 2021.

EXECUTIVE SUMMARY: Section 8.6 of the Bylaws of the Capital Metro Board of Directors (the "Board") requires the continuous review and update of all policies adopted by the Board over a five-year period,

beginning in 2018. The following actions are recommended for Board-adopted policies at this time:

(1) To govern the administration and operation of the Board, including conflicts of interest, public comment and involvement, and Board travel policies, Staff recommends the Board adopt a Board Operating Procedures Policy. The Board Operating Procedures Policy consolidates the following Board policies: Board Personal Financial Statement Policy (Resolution No. AI-2019-1078); Public Comment Policy and Procedures (Resolution No. AI-2019-1078); Community Involvement Policy (Resolution No. AI-2019-1078); Board Travel Policy (Resolution No. CMTA-2013-65); Board Attendance Stipend Policy (Resolution No. CMTA-2010-70); and Board Mileage Reimbursement Policy (Resolution No. CMTA-2011-10). Among other minor changes, staff recommends expanding public comment to allow remote comment using Capital Metro's videoconferencing system, and establishing a single comment period at the beginning of the open meeting.

(2) Staff recommends approval of updates to the Capital Improvement Program Policy (Resolution No. CMTA-2011-25). Transportation Code § 451.132 requires the Board to adopt a five-year plan for capital improvement projects that supports Capital Metro's strategic goals and satisfies other requirements set forth in the statute. This policy lays out what needs to be included in the capital improvement plan and is intended to guide funding decisions during the capital budget review process and the subsequent reporting of progress on individual projects. Staff recommends approval of updates to the Capital Improvement Program Policy to, amongst other things, align with recommendations of the Enterprise Project Portfolio Management Committee.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Legal Department

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-133

WHEREAS, it is prudent to periodically review and update policies adopted by the Board of Directors in order to ensure they continue to meet the needs of Capital Metro;

WHEREAS, the Board of Directors adopted Bylaws in 2017 that required policies adopted by the Board of Directors to be reviewed every five (5) years; and

WHEREAS, the following policies have been identified for review in August 2021: Board Travel Policy (Resolution No. CMTA-2013-65); Board Attendance Stipend Policy (Resolution No. CMTA-2010-70); Board Mileage Reimbursement Policy (Resolution No. CMTA-2011-10); and Capital Improvement Program Policy (Resolution No. CMTA-2011-25).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopts the Board Operating Procedures Policy which consolidates the following Board policies: Board Personal Financial Statement Policy (Resolution No. AI-2019-1078); Public Comment Policy and Procedures (Resolution No. AI-2019-1078); Community Involvement Policy (Resolution No. AI-2019-1078); Board Travel Policy (Resolution No. CMTA-2013-65); Board Attendance Stipend Policy (Resolution No. CMTA-2010-70); and Board Mileage Reimbursement Policy (Resolution No. CMTA-2011-10), with the changes recommended by staff.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors approves the changes to the Capital Improvement Plan Policy, formerly the Capital Improvement Program Policy (Resolution No. CMTA-2011-25).

Date: _____

**Secretary of the Board
Eric Stratton**

CAPITAL METRO BOARD OF DIRECTORS

BOARD OPERATING PROCEDURES POLICY

The Capital Metropolitan Transportation Authority (“Capital Metro”) Board of Directors (the “Board”) does hereby establish this Board Operating Procedures Policy (this “Policy”) to govern the administration and operation of the Board and Board meetings. This Policy does not supersede and is subject to any federal or Texas law or administrative rule, including the Texas Open Meetings Act.

I. BOARD PERSONAL FINANCIAL STATEMENT POLICY

Capital Metro desires to ensure that Board members comply with all state laws and best practices related to conflicts of interest as Board members. A Statement of Financial Interest and Affiliation is required of all Board members to assist in complying with these state laws. All Board members shall complete a Statement of Financial Interest and Affiliation no later than January 31st of each year for the prior year that shall be kept on file with Capital Metro and made available to the public upon request.

II. PUBLIC COMMENT POLICY AND PROCEDURES

It is the policy of the Board to value input from the public on matters of Capital Metro’s public business. Interested parties representing various points of view are allowed time to present their views in an orderly manner in accordance with this policy, while permitting the Board to conduct its meetings in an efficient and effective manner. This policy applies to Board meetings and Board committee meetings and is subject in all respects to the Texas Open Meetings Act requirements as applicable and in effect at any time.

Public comment shall be subject to the following procedures:

- (1) Speakers may elect to comment in person by physical attendance at the Board meeting, or remotely via Capital Metro’s videoconferencing system.
- (2) Members of the public may sign up to speak on any action item or topic prior to the Board meeting by (i) completing a Public Comment form available outside the Board meeting room prior to the meeting, or (ii) contacting Capital Metro via the email address or telephone number listed in the Public Comment section of the Capital Metro website by 9:00 A.M. on the day of the Board meeting to request access to testify via Capital Metro’s videoconferencing system.
- (3) Public comment on general topics and action items will be received as the first item on the meeting agenda.
- (4) Each speaker will receive a total of three (3) minutes to address the Board. Speakers with comments on multiple action items, or comments on general topics and one or more action items, will receive a total of five (5) minutes to address the Board. Non-English speakers requiring a translator will receive double the applicable time to address the Board.
- (5) If more than one member of the public from a particular group is present and requests to comment, the Chair may ask that the group select one representative of the group to present the group’s view. In such a case, the group’s representative will be allowed five (5) minutes to speak.

IN ITS SOLE DISCRETION THE BOARD RESERVES THE RIGHT TO WAIVE THE PROCEDURES CONTAINED IN THIS SECTION II WHEN NECESSARY TO CONDUCT BOARD MEETINGS EFFICIENTLY AND EFFECTIVELY. CAPITAL METRO RESERVES

THE RIGHT TO REMOVE PERSONS WHO CAUSE A DISTURBANCE AT AN OPEN MEETING OR TAKE OTHER ACTIONS TO PROMOTE AN ORDERLY MEETING.

III. COMMUNITY INVOLVEMENT POLICY

The Board believes that effective community involvement improves the quality of decision-making processes and builds trust in Capital Metro. This policy ensures that Capital Metro integrates, in a meaningful way, the knowledge and opinions of its many stakeholders into its decision-making processes.

- (1) *Community Involvement Program.* Capital Metro will maintain a comprehensive community involvement program that includes plans for receiving public comment for major decision-making processes including, but not limited to, policy development, strategic planning, budgeting, capital projects planning, fare adjustments, and transit service changes. Capital Metro's Community Involvement Program will include:
 - a. Methods to provide the public with access to accurate, understandable, and timely information to facilitate effective involvement in the decision-making process.
 - b. Methods to ensure a diverse range of stakeholders are engaged in the process.
 - c. Methods of providing the community with a sound understanding of the pertinent issues and options Capital Metro is considering.
 - d. Methods to ensure information and activities are accessible to stakeholders with disabilities and/or limited English proficiency.
 - e. Methods to ensure that the public has an opportunity to comment on Board matters before a vote on the matters occur.

- (2) *Board Consent Agenda.* The Board shall not utilize a consent agenda nor expedite consideration of Board matters at Board meetings unless it is for routine, noncontroversial matters. "Routine, noncontroversial matters" for placement on the Board Consent Agenda include, but are not limited to, the following items:
 - a. Contracts and agreement for the normal operation of a business, such as business services or furniture purchases, regardless of the dollar value.
 - b. All other contracts with a value less than \$5 million.

Items that should not be considered for placement on the Board Consent Agenda include, but are not limited to, the following items:

 - a. Substantive changes to Board adopted policies.
 - b. Actions requiring a public hearing such as fare and service changes.

- (3) *Annual Community Involvement Workplan and Quarterly Updates.* Capital Metro staff will annually provide the Board with a workplan memorandum outlining major opportunities for the public to provide comments on significant Board matters and a quarterly memorandum updating the Board on current outreach activities. Significant board matters for which Capital Metro will always seek community input include, but are not limited to, the approval of the annual budget, service changes, and fare changes.

- (4) *Community Input.* Capital Metro will seek community input that reflects all points of view and will carefully consider this input when making decisions.

- (5) *Decision-Making Processes.* Capital Metro will work to ensure that decision-making processes are open and accessible to all interested parties, including but not limited to:
- a. Those with limited financial and technical resources.
 - b. Persons with limited English proficiency.
 - c. Persons with disabilities.
 - d. Those with limited past experience participating in transportation decision-making.

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO WAIVE THIS POLICY AND THESE PROCEDURES WHEN NECESSARY TO CONDUCT BOARD MEETINGS EFFICIENTLY AND EFFECTIVELY.

IV. BOARD TRAVEL POLICY

Board members may be required to travel for business reasons associated with Capital Metro. Board members are encouraged to attend transit-related conferences and pursue other educational opportunities for the betterment of Capital Metro. The purpose of this Board Travel Policy is to assure that authorized travel by Board members is conducted in a responsible manner and that all travel is done in the most efficient and cost-effective manner possible.

Board members shall follow all applicable business travel policies and procedures of Capital Metro, in addition to the terms of this policy to ensure that authorized travel is conducted in a responsible manner and that established procedures are followed consistently.

A. *Allocation of Board Travel Funds.* The Board shall establish an amount in each adopted annual budget for business travel and conference expenses by members of the Board for the upcoming fiscal year. Each Board member shall be allocated in the budget an equal amount for Capital Metro business travel, with an additional sum allocated to be dispersed at the discretion of the Chair for additional travel beyond an individual member's allocation. Travel funds shall further be subject to the following:

- (1) This amount shall include registration fees and all allowable reimbursable expenses such as air travel, lodging, per diem and other reasonable travel expenses. Payment for hotel or other lodging expenses within fifty (50) miles of the Board member's personal residence shall not be an allowable reimbursable expense.
- (2) Travel arrangements will not be made unless the Board member has funds available or has received approval from the Chair for the use of funds from the Chair's discretionary allocation.
- (3) Each Board member shall annually work with staff and submit to the Chair a list of anticipated travel for the upcoming fiscal year by September 15th based on the proposed budgeted amount allocated to each Board member for Board member travel. To assist with meeting planning and budgeting, the submission must include dates, location, and estimated costs for each planned trip.
- (4) Capital Metro shall not pay for Board members to travel when it would coincide with a regularly scheduled monthly meeting of the full Board unless it is deemed necessary for business reasons by the Chair or their designee.
- (5) Board members are expected to work with the Board Relations Manager to make

their travel arrangements prior to travel in accordance with Capital Metro travel policies.

- B. *Mileage Reimbursement.* Board members may receive personal mileage reimbursement at the IRS standard mileage reimbursement rate when traveling for the following Capital Metro business meetings or events:
- (1) Travel to and from meetings of the Board;
 - (2) Travel to and from committee meetings on which the Board member serves;
 - (3) Capital Metro events where board member attendance is requested.

Mileage reimbursement to Board members for local travel within the service area in furtherance of Capital Metro business shall NOT be deducted from the Board member's allocated travel fund.

- C. *No Attendance Stipend.* Board members will not receive a stipend for attending Capital Metro business meetings.
- D. *Exceptions to Board Travel Policy.* The Chair may consider and approve exceptions to this policy on a case-by-case basis when a need arises as the budget allows.

V. AMENDMENTS, SUPPLEMENTS, SUSPENSIONS

Subject to the terms of the Capital Metro Bylaws and applicable law, this Policy may, by an affirmative vote of two-thirds of the Board members in attendance at a meeting, be temporarily suspended to facilitate consideration of Board action in the event of emergencies or other special circumstances, or otherwise supplemented or amended.

CAPITAL METRO BOARD OF DIRECTORS
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D. *Exceptions to Board Travel Policy.* The Chair may consider and approve exceptions to the Board Travel Policy on a case-by-case basis when a need arises as the budget allows.

V. **AMENDMENTS, SUPPLEMENTS, SUSPENSIONS**

Subject to the terms of the Capital Metro Bylaws and applicable law, this Policy may, by an affirmative vote of two-thirds of the Board members in attendance at a meeting, be temporarily suspended to facilitate consideration of Board action in the event of emergencies or other special circumstances, or otherwise supplemented or amended.

	Capital Improvement Plan Policy Board of Directors	Issued: March 28, 2011 Revised: August 30, 2021 Approved by: Board of Directors
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Capital Improvement Plan Policy

1. Scope and Definition

The Capital Improvement Plan (CIP) policy is intended to guide funding decisions during the Capital Budget review process and the subsequent reporting of progress on individual projects.

Capital Assets are significant pieces of property such as buses, rail cars, facilities and equipment, with a value of \$5,000 or more and a useful life exceeding one year. Due to the size of these expenditures and the length of time required to complete them, Capital Metro’s capital planning process will cover a five-year period and will be re-evaluated annually.

The CIP is a schedule of capital improvement projects that Capital Metro plans to undertake during the upcoming five-year period and includes project descriptions, estimated costs, sources of funding and other information that is consistent with sound capital project management or that may be required by the Capital Metro Board of Directors (the “Board”).

The Capital Budget covers the first year of the CIP and includes projects for which funds have been authorized for expenditure by the Board for the fiscal year. Ongoing capital projects will be re-evaluated annually prior to the inclusion in that year’s Capital Budget.

2. Capital Investment Goals

The goals of the Capital Improvement Program include:

- Prioritizing the capital projects to be undertaken by Capital Metro consistent with the Strategic Plan and the goals and objectives therein.
- Providing a method for public review and input on capital decisions.
- Providing a framework for the management, monitoring and reporting on the progress of capital projects.
- Ensuring the fiscal integrity of the CIP as it relates to Capital Metro’s overall budget.
- Ensuring transparency in the implementation of the CIP.

3. Prioritization of Projects

For all capital projects, performance metrics to objectively evaluate the success of the project are identified through scope, schedule and budget. A methodology to measure and validate anticipated project benefits will be defined, e.g., how project benefits will be measured and what data will be used to perform the comparison. These performance metrics will be directly linked to this policy. The measurements should be reviewed and approved (i.e., documented via workflow) by the appropriate executive sponsor prior to submission to the Finance Department.

The President & CEO or designee shall have the authority to adjust the level of required analysis in the development of the Capital Budget based upon the project's legal or regulatory requirements, complexity, or whether the project is a routine maintenance project (e.g., supported by a facilities or fleet plan, IT strategic plan) versus an expansion or non-routine project. However, this flexibility does not reduce or remove project approval and reporting requirements.

Capital Metro will invest in capital projects that have the greatest potential to produce positive results for our customers, local communities and the region consistent with sound management of financial resources. In this regard, it is the Board's intention that capital projects relate to one or more of the following criteria and be in alignment with Capital Metro's Strategic Plan to be given priority for approval:

- Cost Reduction—Instituting improvements that can produce quantifiable operating efficiencies and make better use of resources or implementing projects which minimize additional operating expenses.
- Customer Experience—Providing innovations that improve the transit environment and customer experience, service reliability to minimize disruptions and delays, and managing system capacity to align with existing or future service demand and optimizing use of the fleet and public facilities.
- Regulatory—Ensuring compliance with Federal and State mandates such as the Americans with Disabilities Act.
- Ridership—Maintaining current riders and attracting new customers.
- Safety—Ensuring the physical well-being of Capital Metro's customers, employees and the general public and enhancing Capital Metro's ability to respond to safety or security incidents.
- State of Good Repair—Maintaining the Authority's current "core business" through investments in projects which are necessary to operate the existing infrastructure or add an additional dimension/mode to existing systems and including adherence to maintenance and replacement cycles.

Projects will be rated and ranked based on the above criteria and cost to produce the best value return on investment.

Capital projects which address multiple priority areas should have a greater likelihood of approval. The CIP will align with, and support, the regional metropolitan planning organization's long-range transportation plan where appropriate.

Capital Metro will develop a consistent system by which capital projects are approved, beginning with the Strategic Plan and the prioritization of Capital Metro's goals and objectives.

In addition, the following factors will be considered in making capital investment decisions:

- a. The asset must have a value of at least \$5,000 or more and have a useful life exceeding one year.
- b. If financed by debt, the useful life should exceed the term of the bond.
- c. The availability of grant resources against which local funds can be leveraged will enhance the likelihood of approval.
- d. The age and condition of the capital asset:
 - o Assets that are older and in poor condition should generally rank higher on the rehabilitation or replacement list; and
 - o Specific vehicle rehabilitation or replacement programs should be established for revenue and non-revenue vehicles.
- e. Cost-benefit relationships. Benefits may be measured in terms of avoided cost or the ability to recover the capital investment within a given period of time. Also, important to the cost-benefit relationship are on-going operating costs, including staffing requirements and replacement cycle.
- f. Engineering considerations. Projects should be evaluated in the scheduling/order of projects. The interdependencies between projects are an important consideration in the scheduling of construction projects. For example, major rehabilitation to a bridge on a rail line might coincide with a track rehabilitation to achieve economies and avoid duplication of effort.

4. Financing the CIP

Capital Metro will attempt to budget for capital improvements on a pay-as-you-go basis using current revenues and available fund balances.

Capital Metro will seek federal, state and municipal grant funds, whenever available, to support the CIP.

The Board, under the provisions of Texas Transportation Code, Chapter 451, Subchapter H, may issue bonded debt at any time and for any amounts it considers necessary or appropriate for the acquisition, construction, repair, equipping, improvement or extension of its transit authority system subject to the following statutory limitations:

- a. The Board, by resolution, may authorize the issuance of bonds payable solely from revenue.
- b. Bonds which are to be paid in whole or part from taxes may not be issued except when authorized by the voters in an election held for the purpose of considering the issuance of debt.
- c. Capital Metro may not issue bonds secured by ad valorem tax revenue.
- d. For the purposes of issuing debt, the Board may encumber one or more transit authority systems to purchase, construct, extend, or repair one or more other transit authority systems.

- e. The Board may, by order or resolution, issue bonds that are secured by revenue or taxes of Capital Metro without an election held for the purpose of approving this debt if the debt has a term of not more than 12 months and is payable only from revenue or taxes received on or after the date of the debt's issuance and before the end of the fiscal year following the fiscal year in which the bonds are issued.
- f. Capital Metro may not issue short-term debt under Chapter 451, Subchapter H, or bonds secured by the revenue of Capital Metro to finance any portion of the purchase, acquisition, construction, operation or maintenance of a fixed rail transit system unless the system is approved at a referendum as set out in state law (See, Transportation Code, Sec. 451.071).

Bond proceeds will be invested until they are needed in a manner consistent with the requirements of Capital Metro's Investment Policy.

5. The Capital Improvement Plan (CIP)

Annually, Capital Metro will prepare a rolling five-year CIP. The first year's CIP spending constitutes the annual Capital Budget. The CIP and Capital Budget will be approved by the Board as part of the regular budget process and following a public hearing as required by state law and Board policy.

The CIP will align with and be driven by Capital Metro's Strategic Plan. It should also align with, and support, the regional metropolitan planning organization's long-range transportation plan where appropriate.

The CIP should include, at a minimum, the following elements:

- Prioritization of capital projects anticipated over a five-year period;
- Description of planned capital projects, including project category and scope;
- Financing of capital projects, including implications for ongoing operational costs;
- Sources of funding for projects including local and federal funds; and
- Policies for capital planning, estimating costs, tracking spending, managing risk, approving capital projects and reporting on projects.

The CIP should include sufficient detail for the Board and the general public to understand the projects that will be undertaken and how they fit into the overall strategic vision of Capital Metro.

The Capital Budget should clearly account for amounts budgeted for each of Capital Metro's departments, including sources of funding. All capital costs listed in the CIP and Capital Budget will be shown in current dollars and will be updated annually when submitted for inclusion in the CIP.

Prior to undertaking a capital project, all ongoing operational and maintenance costs shall be identified and included as part of the overall CIP.

6. Capital Project Monitoring

Any change in project costs from the previously approved CIP must be justified in writing and include a new project summary along with the reasons for the change in the project cost. Staff should regularly report budget variances to the Board.

Staff will provide the Board with quarterly status reports on actual operations and capital expenditures in comparison with the amounts budgeted and the planned schedule for carrying out the project. These reports should include updates on all key capital projects, including general information on the percentage of CIP projects within original budget and the percentage of CIP projects completed on original schedule.

For individual projects, the following should be reported: work completed compared to budget spent, status of project budget, project completion and any contract management concerns. To assist with reporting on capital projects, Capital Metro will track capital projects using a consistent method, including, at a minimum, tracking the baseline budget, contract awards, contract changes and expenditures to date.

Each project will be evaluated against the original investment criteria at least annually. When determining whether the project accomplished its intended goals, the performance measurement methodology outlined in the original project analysis should be used.

No budget transfer will be made from the Capital Budget to the operating budget without the approval of the President/CEO.


Capital project funds will be re-evaluated annually until the project is completed. Following completion of a capital project, remaining surplus capital funds will lapse and may be reallocated as follows:

- a. Funding derived from Capital Metro's own-source revenues will revert to reserve and may subsequently be allocated for any capital or operating purpose as approved by the Board.
- b. Remaining federal grant authority will be used for other projects authorized under federal law and regulations consistent with the approved CIP.
- c. Funding derived from bond proceeds may be reallocated for other capital projects consistent with the terms of the relevant bond issue and the CIP.

References

Financial Policies

Investment Policy

	Capital Improvement Plan Policy Board of Directors	Issued: March 28, 2011 Revised: August 30, 2021 Approved by: Board of Directors
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Capital Improvement Plan Policy

1. Scope and Definition

The Capital Improvement Plan (CIP) policy is intended to guide funding decisions during the Capital Budget review process and the subsequent reporting of progress on individual projects.

Capital Assets are significant pieces of property such as buses, rail cars, facilities and equipment, with a value of \$5,000 or more and a useful life exceeding one year. Due to the size of these expenditures and the length of time required to complete them, Capital Metro’s capital planning process will cover a five-year period and will be re-evaluated annually.

The CIP is a schedule of capital improvement projects that Capital Metro plans to undertake during the upcoming five-year period and includes project descriptions, estimated costs, sources of funding and other information that is consistent with sound capital project management or that may be required by the Capital Metro Board of Directors (the “Board”).

The Capital Budget covers the first year of the CIP and includes projects for which funds have been authorized for expenditure by the Board for the fiscal year. Ongoing capital projects will be re-evaluated annually prior to the inclusion in that year’s Capital Budget.

2. Capital Investment Goals

The goals of the Capital Improvement Program include:

- Prioritizing the capital projects to be undertaken by Capital Metro consistent with the Strategic Plan and the goals and objectives therein.
- Providing a method for public review and input on capital decisions.
- Providing a framework for the management, monitoring and reporting on the progress of capital projects.
- Ensuring the fiscal integrity of the CIP as it relates to Capital Metro’s overall budget.
- Ensuring transparency in the implementation of the CIP.

3. Prioritization of Projects

For all capital projects, performance metrics to objectively evaluate the success of the project are identified through scope, schedule and budget. A methodology to measure and validate anticipated project benefits will be defined, e.g., how project benefits will be measured and what data will be used to perform the comparison. These performance metrics will be directly linked to this policy. The measurements should be reviewed and approved (i.e., documented via workflow) by the appropriate executive sponsor prior to submission to the Finance Department.

The President & CEO or designee shall have the authority to adjust the level of required analysis in the development of the Capital Budget based upon the project's legal or regulatory requirements, complexity, or whether the project is a routine maintenance project (e.g., supported by a facilities or fleet plan, IT strategic plan) versus an expansion or non-routine project. However, this flexibility does not reduce or remove project approval and reporting requirements.

Capital Metro will invest in capital projects that have the greatest potential to produce positive results for our customers, local communities and the region consistent with sound management of financial resources. In this regard, it is the Board's intention that capital projects relate to one or more of the following criteria and be in alignment with Capital Metro's Strategic Plan to be given priority for approval:

- **Cost Reduction**—Instituting improvements that can produce quantifiable operating efficiencies and make better use of resources or implementing projects which minimize additional operating expenses.
- **Customer Experience**—Providing innovations that improve the transit environment and customer experience, service reliability to minimize disruptions and delays, and managing system capacity to align with existing or future service demand and optimizing use of the fleet and public facilities.
- **Regulatory**—Ensuring compliance with Federal and State mandates such as the Americans with Disabilities Act.
- **Ridership**—Maintaining current riders and attracting new customers.
- **Safety**—Ensuring the physical well-being of Capital Metro's customers, employees and the general public and enhancing Capital Metro's ability to respond to safety or security incidents.
- **State of Good Repair**—Maintaining the Authority's current "core business" through investments in projects which are necessary to operate the existing infrastructure or add an additional dimension/mode to existing systems and including adherence to maintenance and replacement cycles.

Projects will be rated and ranked based on the above criteria and cost to produce the best value return on investment.

Capital projects which address multiple priority areas should have a greater likelihood of approval. The CIP will align with, and support, the regional metropolitan planning organization's long-range transportation plan where appropriate.

Capital Metro will develop a consistent system by which capital projects are approved, beginning with the Strategic Plan and the prioritization of Capital Metro's goals and objectives.

In addition, the following factors will be considered in making capital investment decisions:

- a. The asset must have a value of at least \$5,000 or more and have a useful life exceeding one year.
- b. If financed by debt, the useful life should exceed the term of the bond.
- c. The availability of grant resources against which local funds can be leveraged will enhance the likelihood of approval.
- d. The age and condition of the capital asset:
 - o Assets that are older and in poor condition should generally rank higher on the rehabilitation or replacement list; and
 - o Specific vehicle rehabilitation or replacement programs should be established for revenue and non-revenue vehicles.
- e. Cost-benefit relationships. Benefits may be measured in terms of avoided cost or the ability to recover the capital investment within a given period of time. Also, important to the cost-benefit relationship are on-going operating costs, including staffing requirements and replacement cycle.
- f. Engineering considerations. Projects should be evaluated in the scheduling/order of projects. The interdependencies between projects are an important consideration in the scheduling of construction projects. For example, major rehabilitation to a bridge on a rail line might coincide with a track rehabilitation to achieve economies and avoid duplication of effort.

4. Financing the CIP

Capital Metro will attempt to budget for capital improvements on a pay-as-you-go basis using current revenues and available fund balances.

Capital Metro will seek federal, state and municipal grant funds, whenever available, to support the CIP.

The Board, under the provisions of Texas Transportation Code, Chapter 451, Subchapter H, may issue bonded debt at any time and for any amounts it considers necessary or appropriate for the acquisition, construction, repair, equipping, improvement or extension of its transit authority system subject to the following statutory limitations:

- a. The Board, by resolution, may authorize the issuance of bonds payable solely from revenue.
- b. Bonds which are to be paid in whole or part from taxes may not be issued except when authorized by the voters in an election held for the purpose of considering the issuance of debt.
- c. Capital Metro may not issue bonds secured by ad valorem tax revenue.
- d. For the purposes of issuing debt, the Board may encumber one or more transit authority systems to purchase, construct, extend, or repair one or more other transit authority systems.

- e. The Board may, by order or resolution, issue bonds that are secured by revenue or taxes of Capital Metro without an election held for the purpose of approving this debt if the debt has a term of not more than 12 months and is payable only from revenue or taxes received on or after the date of the debt's issuance and before the end of the fiscal year following the fiscal year in which the bonds are issued.
- f. Capital Metro may not issue short-term debt under Chapter 451, Subchapter H, or bonds secured by the revenue of Capital Metro to finance any portion of the purchase, acquisition, construction, operation or maintenance of a fixed rail transit system unless the system is approved at a referendum as set out in state law (See, Transportation Code, Sec. 451.071).

Bond proceeds will be invested until they are needed in a manner consistent with the requirements of Capital Metro's Investment Policy.

5. The Capital Improvement Plan (CIP)

Annually, Capital Metro will prepare a rolling five-year CIP. The first year's CIP spending constitutes the annual Capital Budget. The CIP and Capital Budget will be approved by the Board as part of the regular budget process and following a public hearing as required by state law and Board policy.

The CIP will align with and be driven by Capital Metro's Strategic Plan. It should also align with, and support, the regional metropolitan planning organization's long-range transportation plan where appropriate.

The CIP should include, at a minimum, the following elements:

- Prioritization of capital projects anticipated over a five-year period;
- Description of planned capital projects, including project category and scope;
- Financing of capital projects, including implications for ongoing operational costs;
- Sources of funding for projects including local and federal funds; and
- Policies for capital planning, estimating costs, tracking spending, managing risk, approving capital projects and reporting on projects.

The CIP should include sufficient detail for the Board and the general public to understand the projects that will be undertaken and how they fit into the overall strategic vision of Capital Metro.

The Capital Budget should clearly account for amounts budgeted for each of Capital Metro's departments, including sources of funding. All capital costs listed in the CIP and Capital Budget will be shown in current dollars and will be updated annually when submitted for inclusion in the CIP.

Prior to undertaking a capital project, all ongoing operational and maintenance costs shall be identified and included as part of the overall CIP.

6. Capital Project Monitoring

Any change in project costs from the previously approved CIP must be justified in writing and include a new project summary along with the reasons for the change in the project cost. Staff should regularly report budget variances to the Board.

Staff will provide the Board with quarterly status reports on actual operations and capital expenditures in comparison with the amounts budgeted and the planned schedule for carrying out the project. These reports should include updates on all key capital projects, including general information on the percentage of CIP projects within original budget and the percentage of CIP projects completed on original schedule.

For individual projects, the following should be reported: work completed compared to budget spent, status of project budget, project completion and any contract management concerns. To assist with reporting on capital projects, Capital Metro will track capital projects using a consistent method, including, at a minimum, tracking the baseline budget, contract awards, contract changes and expenditures to date.

Each project will be evaluated against the original investment criteria at least annually. When determining whether the project accomplished its intended goals, the performance measurement methodology outlined in the original project analysis should be used.

No budget transfer will be made from the Capital Budget to the operating budget without the approval of the President/CEO.

Capital project funds will be re-evaluated annually until the project is completed. Following completion of a capital project, remaining surplus capital funds will lapse and may be reallocated as follows:

- a. Funding derived from Capital Metro's own-source revenues will revert to reserve and may subsequently be allocated for any capital or operating purpose as approved by the Board.
- b. Remaining federal grant authority will be used for other projects authorized under federal law and regulations consistent with the approved CIP.
- c. Funding derived from bond proceeds may be reallocated for other capital projects consistent with the terms of the relevant bond issue and the CIP.

References

Financial Policies

Investment Policy

Updates to Board Policies

New Board Operating Procedures Policy

Policy	Nature of Change
Board Personal Financial Statement Policy	No Change
Public Comment Policy and Procedures	Expands public comment by allowing remote videoconferencing and establishes a single public comment period
Community Involvement Policy	No Change
Board Travel Policy Board Mileage Reimbursement Board Attendance Stipend	Allows exceptions to be made by the Chair Aligns with Capital Metro Finance Department travel policies

Capital Improvement Program Policy

Policy	Nature of Change
Capital Improvement Program Policy	Title change to "Capital Improvement Plan Policy"
	Updates language
	Removes language that was reflective of a specific software that has since been retired
	Updates the project prioritization process
	Reorganizes the criteria used to determine project priority to align with recommendations of the EPPM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-136

Agenda Date: 8/30/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Modern Railway Systems, Inc., for the construction of the Lakeline to Leander Double Track Project, plus optional McKalla special track components for a total not to exceed amount of \$8,301,404, which includes a 20% contingency.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Currently, there is a single main track between the Lakeline and Leander Stations. There is a need for a double track midway between the Lakeline and Leander Stations to establish a meet point for passing trains in order to support plans for improved service frequency and reliability.

BUSINESS CASE: To support Capital Metro's goal of continuous improvement of the customer experience, a segment of double track is necessary between the Leander and Lakeline stations. The funding for this project is included in the FY 2022 capital budget and five year capital improvement plan

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on August 18, 2021

EXECUTIVE SUMMARY: In 2020, Capital Metro began working on feasibility options for double tracking sections of the railroad in order to provide improved frequency in full compliance with the Board adopted safety standards and reliability of transit service. After evaluating several options, a location between the Lakeline and Leander Stations (Park Street and Discovery Blvd.) was selected as the priority for design and construction of a double track section. This segment of double track will support the agency's future service plans, including improved service frequency and reliability

The contractor will construct the additional track and associated retaining wall, replace a 15-foot bridge with a precast concrete culvert, encase the base water line under the tracks, add wayside signalization and make necessary modifications to the Positive Train Control (PTC) system. This contract also includes the option for providing a rail crossover and turnout for the McKalla rail station project.

DBE/SBE PARTICIPATION:

The SBE goal is 19.70%. The prime contractor will meet 23.9% utilizing the following SBE subcontractors:

DBE Subcontractors	Race/Gender	Services/Products	DBE Responsive
McAllen Signal and Boring McAllen, TX	Hispanic / Female	Install Signal System	6%
HAFCO Austin, TX	Hispanic/ Male	Supply and Install Track	15%
JC Communications Leander, TX	Caucasian/ Female	Supply, Install, Splice, Conduit, and Fiber	.9%
Environmental Safety Services Austin, TX	Hispanic/ Male	Erosion Controls	1.2%
Avery's Lawn Care & Landscaping Round Rock, TX	Black/ Male	Supply and install erosion controls	.8%
			23.9%

PROCUREMENT: On May 6, 2021, a Request for Proposal was issued and formally advertised. By the closing date of June 14, 2021, four (4) proposals were received. The proposals were rated based on the following evaluation factors:

- 1.) The offeror's demonstrated, relevant work experience and capabilities of the firm and of the proposed project personnel on projects of a similar size and complexity. (30%)
- 2.) Experience in design of Signal systems and PTC modifications and installation & testing. (25%)
- 3.) Demonstrated understanding of the requirements in the Technical Specifications, Plans, and the Scope of Work as described in Exhibit F. (25%)
- 4.) Offeror's Demonstration of financial capability is appropriate to the size and scope of the project. (20%).

The proposal from Modern Railway Systems was ranked highest, all factors considered. The contract is a fixed price contract. The period of performance is for 365 calendar days from Notice to Proceed.

RESPONSIBLE DEPARTMENT: Capital Projects

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-136

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide the best customer service experience and to better serve Central Texas residents; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need for a segment of double track for the MetroRail Red Line between Park Street and Discovery Blvd.

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 Modern Railway Systems, Inc., for the construction of the Lakeline to Leander Double Track Project, plus optional McKalla special track components for a total not to exceed amount of \$8,301,404, which includes a 20% contingency

Date: _____

**Secretary of the Board
Eric Stratton**

Capital Metropolitan Transportation Authority (CMTA)

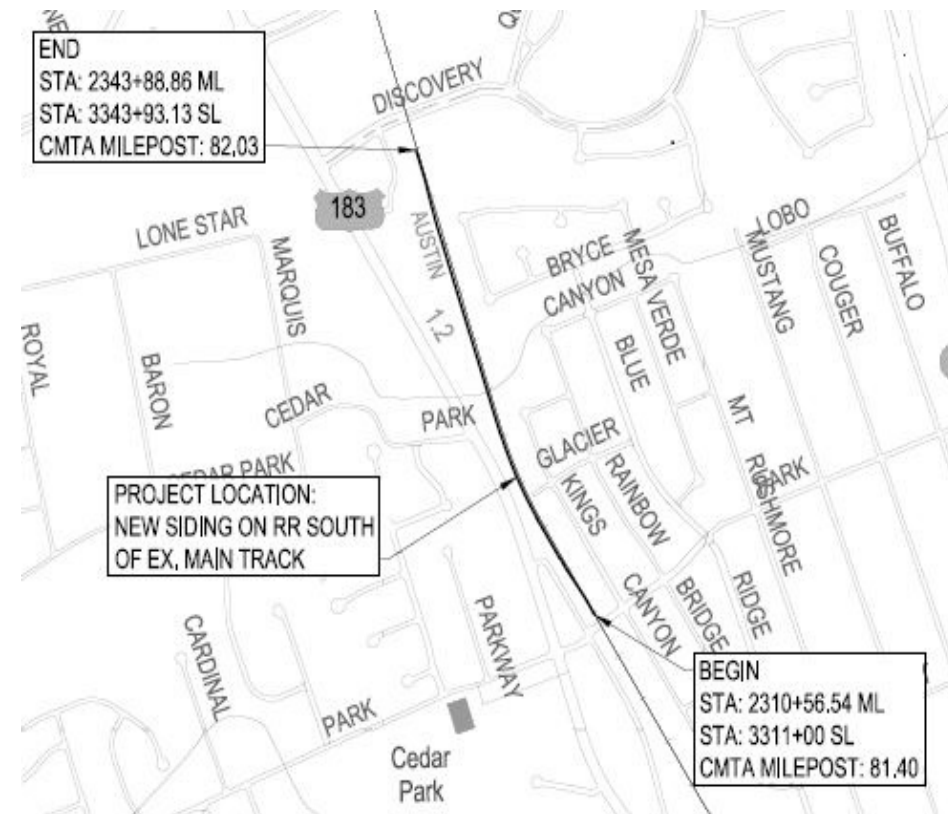
RRC 1904/PLN 2110

Lakeline to Leander Double Track Project

RRC 1904 Lakeline to Leander Double Track (Park St. to Discovery Blvd.)

Overview

- Currently, there is a single main track between the Lakeline and Leander Stations.
- Need for a double track midway between Lakeline and Leander Stations to establish a zone for passing trains
- Supports plans for improved service frequency and reliability.
- Project includes construction of new track, realignment of existing track, drainage, bridge work, utility impacts, McKalla turnout, x-over



RRC 1904 Lakeline to Leander Double Track (Park St. to Discovery Blvd.)

Financials

Project Construction Cost	\$6,527,036
Crossover & Turnout for McKalla Project (option)	\$390,800
Contingency 20%	<u>\$1,383,567</u>
TOTAL	\$8,301,404

Schedule

Lakeline/Leander Double Track										
Scope	Trackwork, Special Trackwork, Civil, Bridge/Culvert/Signalization									
Project Delivery Method	Design-Bid-Build									
Project Schedule	July '20	Mar '21	Apr '21	Aug '21	Sep'21	Q4	Q1	Q2	Q3	
Design	Completed									
RFP - Bid Phase			Completed							
Construction Phase					Groundbreaking					Go Live
					365 C. Days					



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THANK YOU!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-192

Agenda Date: 8/30/2021

Bus Operations Update

Operations Updates

Board of Directors Meeting

August 30, 2021

Overview

- Bus service quality is not meeting our standards
- Staffing Shortage
- Plans to stabilize service



Staffing Shortage

- Staffing Shortage
 - Not unique to Capital Metro, Austin, or transit
 - Exacerbated by an increase in COVID-related absences
 - Actively recruiting for Bus Operators and Vehicle Technicians
 - Approximately 100 Bus Operators needed (31 in training today)
 - Approximately 10 Vehicle Technicians needed



Why school districts nationwide are facing bus driver shortages

The pandemic "completely exacerbated" the shortage, one school leader said.

3



As Concession Companies Deal With Staffing Shortages, Travelers Face Longer Lines At Austin's Airport

The Register-Guard

NEWS

Bus driver shortage impacts Lane Transit District; additional summer services dropped

austonia
we're connected to your city

BUSINESS

National workers shortage reaches heights in Austin with workers needed in most industries

Emma Freer 03 June



"New hiring" signs have become ubiquitous across Austin storefronts as businesses contend with a worker shortage. (Emma Freer)

Next Steps

- Establishing Plans for Service Stabilization
 - Minor service reductions to right size service commitments to operational capacity
 - Proactive communication with customers when service impacts occur



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Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-152

Agenda Date: 8/30/2021

Capital Metro 2021 Perception Survey

Capital Metro 2021 Perception Survey

Brian M. Carter – EVP, Chief Experience and Engagement Officer

Monday, August 30

1



Survey Objectives

- Understand current viewpoints on public transportation and Capital Metro
- Understand the impact of COVID-19
- Assess conditions that affect ridership
- Measuring awareness of Project Connect

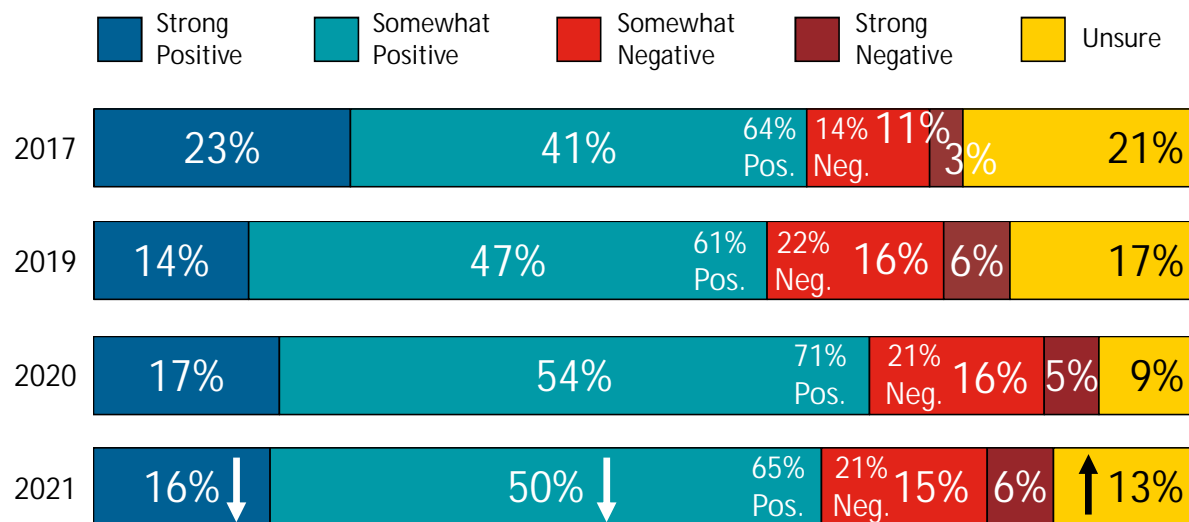
Methodology & Demographics

- N=579* interviews in English and Spanish via online and telephone (cell phone and landline) with a margin of error of $\pm 4.4\%$.; June 1-9, 2021
- This is a community-wide survey; 62% respondents do not use CapMetro.
- Geographic, income, racial and ethnic backgrounds breakdowns are similar to past surveys.

Capital Metro Image

Nearly two-thirds of respondents (65%) have a positive impression of CapMetro, with a majority having just a somewhat positive impression. There is a 6-point decrease in the positive rating from 2020.

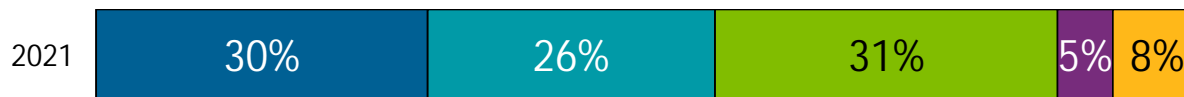
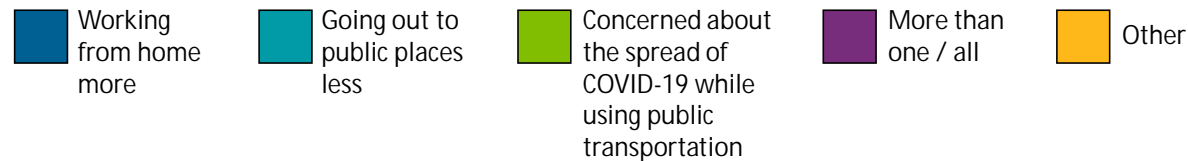
Do you have a strong positive, somewhat positive, somewhat negative, or strong negative impression of Capital Metro?



Impact of COVID

- Going out less is the main reason why respondents say they are using CapMetro less.
- The decrease in ridership is not related to how customers view CapMetro.

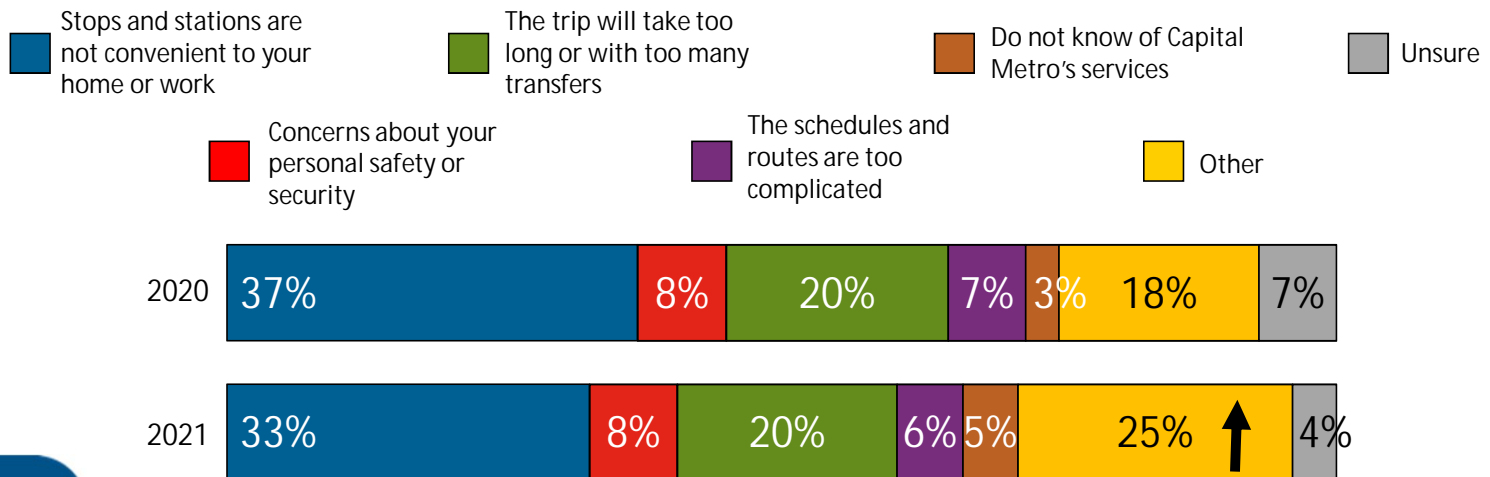
Which one of the following is the BIGGEST reason you are using public transportation less?



Conditions Impacting Ridership

The location of stops and stations remains the leading reason why respondents do not use CapMetro, and the second largest reason remains the length of the trip. A quarter of respondents mentioned other reasons, most of which were that they didn't need it.

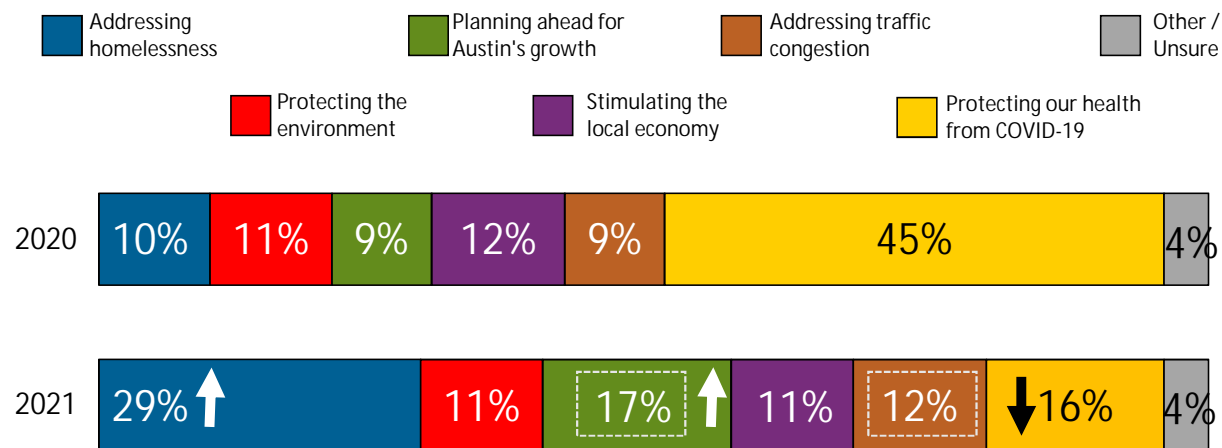
Which one of the following is the biggest reason you do not use Capital Metro's services (more frequently)?



Impacts on Quality of Life

Two out of seven respondents rated traffic or growth as the top issue in Austin, a net increase of 11 points.

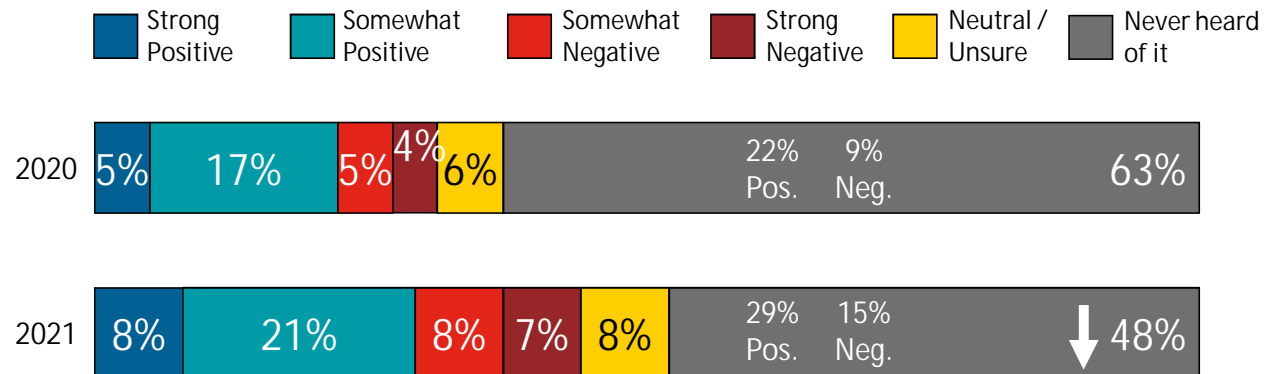
Which one of the following is the MOST important issue to you for the quality of life in your city or town?



Increased Awareness of Project Connect

Awareness of Project Connect increased from 37% in 2020 to 52% with increases in both positive and negative ratings.

Have you ever heard of Project Connect? And if so, do you have a strong positive, somewhat positive, somewhat negative, or strong negative impression of Project Connect?





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THANK YOU!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-153

Agenda Date: 8/30/2021

Update on Project Connect.

TO: Capital Metro Board of Directors

FROM: Sharmila Mukherjee, Executive Vice President of Planning and Development
Ken Cartwright, Vice President of Capital Projects

DATE: August 27, 2021

SUBJECT: Menchaca and Oak Hill MetroRapid Extension Projects Update

Background:

As part of the Project Connect System Expansion Program, the Menchaca and Oak Hill MetroRapid route is envisioned as a 10-mile alignment that uses the existing MetroRapid Route 803 as the base corridor, with a 5-mile extension along Menchaca to Slaughter Lane; and a 5-mile extension along US 290 South to Oak Hill connecting Westgate Transit Center (project map attached). Project Connect was designed to utilize a combination of federal and local funding sources, with funding sources analyzed and identified during the federal evaluation component of the project development process.

The original project was referred to as the South Lamar and Menchaca Corridor in the Project Connect Program of Projects. To better reflect the project as currently envisioned, the projects will be referred to as the Menchaca and Oak Hill MetroRapid Extension Projects.

The MetroRapid corridors under the Project Connect Initial Investment Sequence Plan have undergone detailed review of their existing conditions, ridership projections, and potential competitiveness along with a predicated rating under the Federal Transit Administration (FTA) Small Starts ratings criteria. As part of this review, the Expo and Pleasant Valley projects rated high enough to advance in the federal process. The Board has been updated on those two projects several times during recent Board meetings.

The team also analyzed the Menchaca and Oak Hill MetroRapid Extension Projects and concluded that the Menchaca and Oak Hill MetroRapid BRT corridor would not rate high enough under FTA's Capital Investment Grants (CIG) Small Starts rating criteria for Mobility

(Ridership), Cost Effectiveness, or Congestion Relief, especially in the areas of land use and economic development that are subcategories under Mobility.

Based on this conclusion, we plan on advancing the Menchaca and Oak Hill MetroRapid Extension Project with local funding sources. Despite not advancing the project for CIG funding options, we will continue to review non-CIG federal grant opportunities as they become available with a goal of further leveraging the local investment.

Small Starts Project Evaluation/Ratings Criteria:

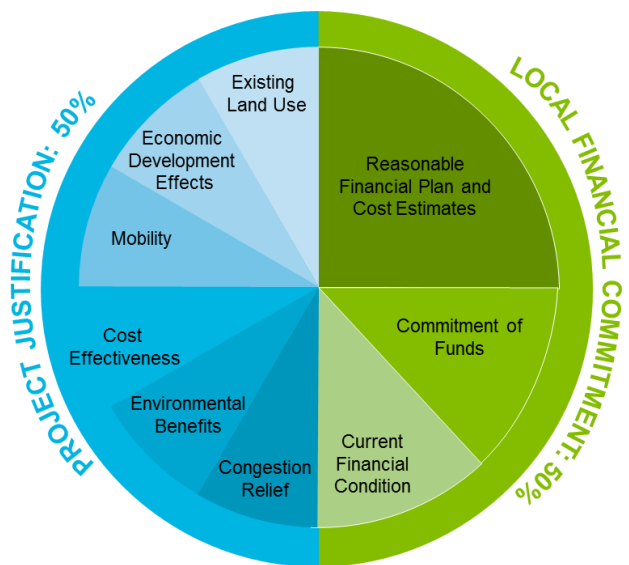
FTA Small Starts is a very competitive federal discretionary grant program under the Capital Investment Program (CIG). It is important to consider the competitiveness of each corridor independently to appropriately guide the funding and implementation recommendations into Small Starts.

A project rating is split between Project Justification and Local Financial Commitment, each of which are made up of various quantitative and qualitative criteria and subfactors (see Figure 1 below). Each criterion is rated on the five-point scale, from Low to High.

A project must attain at least a ‘Medium’ rating (on a five-point scale from Low, Medium-Low, Medium, Medium-High, to High) in both Project Justification and Local Financial Commitment to receive a Medium overall project rating and qualify for potential Small Starts funding. Each criterion within Project Justification is weighted equally and must achieve a Medium or higher rating when combined. Projects can demonstrate achievement of ‘Medium’ for the Project Justification summary rating.

As part of the planning analyses to further develop service plan for Menchaca and Oak Hill and to assess competitiveness for FTA Small Starts, Capital Metro identified all existing bus routes within a “quarter mile and with alignments parallel

Figure 1. FTA Project Rating Criterion



to and for a significant portion of” the South Lamar portion of the corridor. The existing routes included routes 3, 103, 300, 315 and 803. The corridor study area was established by creating a 1/4-mile buffer around the project alignment.

Current MetroRapid 803 operates at a 10-minute frequency and conceptually could operate at up to a 5-minute frequency as part of the future bus network to support full implementation of Project Connect Expansion Program. Current route 803 cannot be included in a new project analysis in federal ratings process as that segment is a previous federally funded project. To assess how service in the Menchaca and Oak Hill corridor would perform under Small Starts, ridership was compared to recently rated Expo and Pleasant Valley ridership. For illustration purposes, Table 1 below compares the Menchaca/Oak Hill project to Expo for three key ridership metrics for linked trips, unlinked trips, and project trips for future year 2040.

Table 1: Expo to Menchaca/Oak Hill Ridership Comparison (2040)

	Menchaca/Oak Hill <i>(entire ~10mi segment)</i>	Expo	%
Linked Trips	530	800	66%
Unlinked Trips	1140	2300	50%
Project Trips	2250	6470	35%

A linked trip is a trip where a rider may transfer between types of vehicles or transportation modes, or multiple stops, such as stopping at a daycare center or store along a commute trip. An unlinked trip is a passenger trip taken on a single vehicle, such as a single bus.

Additionally, Capital Metro route 3 – a currently operational and tremendously important local service – falls within the quarter mile buffer of the project and offers an alignment parallel to the project corridor. Based on this information and analysis, we determined the MetroRapid Extension Project is anticipated to rank overall either Medium-Low or Low in project justification, and is therefore unlikely to be competitive for CIG small starts funding.

Next Steps

Capital Metro continues to focus on our commitment to advance the Menchaca and Oak Hill MetroRapid Extension Project as part of the Project Connect program.

While Capital Metro completed additional analysis and evaluation of the Menchaca and Oak Hill MetroRapid Extension Project, the Texas Department of Transportation (TxDOT) simultaneously advanced through final design and began construction of the Oak Hill Parkway. Capital Metro has determined that the Menchaca segment of our project is able to proceed earlier than the Oak Hill segment, as there are no construction conflicts with TxDOT's Oak Hill Parkway Project. Below is a preliminary schedule of how we envision the project being implemented.

- **MetroRapid Service Begins on South Menchaca (Early 2024)**

Route 803 will be extended on Menchaca to Slaughter Lane from Westgate Transit Center (the current terminus) and will begin operation in early 2024. The project will include new electric bus charging infrastructure, modern stations and more. Capital Metro will also review the Route 3 frequency to support system ridership as part of optimal service delivery on behalf of our customers in the area.

- **MetroRapid Service Begins to Oak Hill**

The start of MetroRapid service to Oak Hill is based on the completion of the Oak Hill Parkway Project, which is slated to be complete in 2026. Capital Metro will continue to advance the development of design documents for the Oak Hill Extension so the project is as integrated as possible with TxDOT's project. We will also analyze future 803 operations with the goal of enhancing frequency north of Westgate Transit Center in combination with downtown routing connected to future rail stations.

- **Fleet Upgrade to Electric Buses**

As a key part of this project and the sustainability commitments that are part of Project Connect, Route 803 diesel fleets will be retired and replaced with 40- and 60-foot electric buses. This will be further coordinated with our zero-emission vehicle transition plan. There are no anticipated operational changes as part of this switch to more sustainable energy sources.

We are available to address any questions you may have regarding this update and can be reached at Sharmila.Mukherjee@capmetro.org and Kenneth.Cartwright@capmetro.org.

August 2021 Menchaca and Oak Hill MetroRapid Extension Project Map





Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-154

Agenda Date: 8/30/2021

President's Report