I. Public Comment:

II. Action Items:

1. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Presidio Networked Solutions Group for Cisco Smartnet support for one year in an amount not to exceed $202,665.

2. Approval of a resolution authorizing the President & CEO, or his designee, to enter into an Interlocal Agreement with Travis County to lease two dispatch positions in the Combined Transportation and Emergency Communications Center (CTECC).

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for marketing services with [redacted] and the Sh[redacted] in an amount not-to-exceed [redacted] for one base year and three option years.

III. Items for Future Discussion:

IV. 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.

Committee Members: Jeffrey Travillion, Chair; Delia Garza, Ann Kitchen and Eric Stratton.
The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Presidio Networked Solutions Group for Cisco Smartnet support for one year in an amount not to exceed $202,665.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Presidio Networked Solutions Group for Cisco Smartnet support for one year in an amount not to exceed $202,665.

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

STRATEGIC PLAN:
Strategic Goal Alignment:
3. Sustainability

Strategic Objectives:
3.6 Adherence to State of Good Repair Program

EXPLANATION OF STRATEGIC ALIGNMENT:
Maintaining a robust and reliable network and security infrastructure ensures reliable access to systems available to both internal and external customers.

BUSINESS CASE:
The Cisco Smartnet support agreement will provide reliable network and security hardware maintenance and professional services to the mission critical systems that support all Capital Metro locations and all users for both internal services and external customer services. In order to maintain maximum uptime for critical infrastructure, external support is used to replace defective equipment and augment internal staff to provide expertise in the management of components to assist in quickly resolving issues that arise. This infrastructure is the backbone of our network that provides access to service enabling and customer facing technology.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Finance, Audit and Administration Committee on November 9, 2020.

EXECUTIVE SUMMARY:
Capital Metro employs several network and security solutions to achieve robust, redundant, and secure connectivity within our own internal network and to the internet. As Capital Metro continues to expand its offerings for service enabling and customer facing technology, uptime is critical. The Cisco Smartnet Support will allow us to maintain high availability. This is a renewal of the Cisco agreement through a third party partner that could be any eligible partner through the State DIR contract. Presidio does not provide any additional service but is a pass through mechanism to the Cisco solution.
DBE/SBE PARTICIPATION:
No SBE goal is assigned to this project due to limited subcontracting opportunity. The request for pricing was submitted to six contractors on DIR who are authorized to resell Cisco products, three of which were certified small businesses. However, the selected vendor was determined to be the best value to the agency and was not a certified small business.

PROCUREMENT:
The Authority will utilize the Department of Information Resources (DIR) Contract Number DIR-TSO-4167, held by Cisco System, to contract with Presidio Networked Solutions Group, who is authorized to resell Cisco Branded Products and Services under Cisco’s DIR contract.

DIR awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act. Purchases made using DIR contracts satisfy otherwise applicable competitive bidding requirements. Pricing for Cisco SmartNet Hardware Support was determined to be fair & reasonable by DIR’s organization during its solicitation and award process.

Additionally, on October 20, 2020, pricing for Cisco SmartNet Hardware Support was requested from six (6) authorized resellers under Cisco’s DIR contract. By the closing date of October 27, 2020, four (4) of the resellers responded with pricing for one year of Cisco SmartNet Hardware Support.

The pricing provided by Presidio Networked Solutions Group is the best value to the Authority, considering lowest price as the determining factor for award. The contract is a fixed price contract. The term of the Contract is one (1) year from notice to proceed. The not to exceed price is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Not to Exceed Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) Year of Cisco SmartNet Hardware Support</td>
<td>$202,665</td>
</tr>
</tbody>
</table>

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1301)
Cisco Smartnet Support Renewal

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide reliable and secure networking solutions; and;

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide highly available systems for internal and external customers.

NOW, THEREFORE, BE IT RESOLVED NOW, 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 Presidio Networked Solutions Group to renew the Cisco Smartnet support contract for one year in an amount not to exceed $202,665.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
Approval of a resolution authorizing the President & CEO, or his designee, to enter into an Interlocal Agreement with Travis County to lease two dispatch positions in the Combined Transportation and Emergency Communications Center (CTECC).
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to enter into an Interlocal Agreement with Travis County to lease two dispatch positions in the Combined Transportation and Emergency Communications Center (CTECC).

FISCAL IMPACT:
This action will result in a lower annual cost to Capital Metro for the agency’s portion of CTECC funding.

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

Strategic Objectives:
1.1 Safety & Risk, 3.2 Safety Culture

EXPLANATION OF STRATEGIC ALIGNMENT:
Capital Metro is working with our public safety partners at Travis County to optimize use of a shared facility (CTECC) thereby reducing Capital Metro’s costs and enabling Travis County to more efficiently deploy their resources.

BUSINESS CASE:
With the opening of Capital Metro’s Operations Control Center, the agency’s personnel assigned to the CTECC operations floor dispatch positions were moved to North Ops. The most efficient use of the CTECC dispatch positions is to lease them to Travis County for their needs.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval by the Operations, Planning and Safety Committee on November 9, 2020.

EXECUTIVE SUMMARY:
When Capital Metro’s Operations Control Center opened, the agency’s personnel assigned to the CTECC operations floor dispatch positions were moved to that facility at the North Ops site. That move freed up space on the CTECC floor that Capital Metro no longer requires. Travis County is currently looking for space at CTECC, so a lease to the county assists with their needs and allows Capital Metro to recoup the costs associated with the vacated positions.
DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1344)
ILA with Travis County for CTECC Office Space

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide a high quality customer experience while ensuring sustainability; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to maximize the agency's financial resources; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to work with our public safety partners to achieve mutually beneficial public safety goals; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to enter into this Interlocal Agreement with Travis County for two Combined Transportation and Emergency Communications Center operations floor dispatch stations.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to enter into the aforementioned ILA with Travis County for two dispatch positions at the Combined Transportation and Emergency Communications Center.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
INTERLOCAL AGREEMENT
FOR REALLOCATION OF POSSESSION OF SPACE
AT
COMBINED TRANSPORTATION, EMERGENCY
AND COMMUNICATIONS CENTER

This Interlocal Agreement (the “Agreement”) is between the County of Travis, and the Capital Metropolitan Transportation Authority, (collectively the “Parties” or individually the “Party”) each acting through their respective duly authorized officers or employees.

1. History of CTECC Participation of Parties

The Parties, the State of Texas, acting through the Texas Department of Transportation (“TxDOT”), and City of Austin (“City”) entered into an Interlocal Agreement that was effective on October 10, 2002 (“Original Agreement”), for the operation and maintenance of a regional Combined Transportation, Emergency and Communications Center (“CTECC”) and related emergency functions. The Parties have participated in the development of the CTECC by providing a site and designing and constructing a Facility and Systems. In 2019, the Parties renewed their participation in CTECC by approving the CTECC Agreement which amended and restated the Original Agreement. The Parties, TxDOT, and City are referred to as the “CTECC Parties.”

The CTECC Agreement provided for, amongst other things, the allocation of the available space at CTECC. The CTECC Agreement allocates a total of 560 square feet to Capital Metro, of which 360 square feet are located in the office suite designated as 520 in Exhibit C to the CTECC Agreement. The remaining 200 square feet are located on the second floor which is the Operations Floor of the CTECC dispatch center and are divided into three semi enclosed spaces of approximately equal size. They are partially enclosed with partial walls and each includes one sit-stand desk, one Herman-Miller Aeron chair, one desk lamp, one two-drawer filing cabinet and one equipment cabinet, and access to utilities. Capital Metro no longer needs the use of 2 of these which total 133 square feet. County needs additional space in which to locate the dispatch operation of its Constables. Capital Metro and County have reached an amicable arrangement to address this opportunity by reallocating the use of the two spaces marked by the yellow dots on the attached Exhibit Z to County.
2. **Term of Agreement.** This Agreement is subservient to the CTECC Agreement and continues only as long as the Parties also remain CTECC Parties to the CTECC Agreement or its successor agreements. This Agreement is subject to written consent of the assignment of rights in it by TxDOT and City (the “other CTECC Parties”).

This Agreement is effective on November 1, 2020 or the date on which the last Party executes it if executed after that (the “Effective Date”). Subsequently, this Agreement automatically renews each October 1st for up to nine (9) additional years, unless earlier terminated due to the termination of the CTECC Agreement or as provided in Section 9. If not terminated earlier, this Agreement terminates on October 1, 2029.

If the Remaining CTECC Parties renew or extend or otherwise continue an agreement that replaces the CTECC Agreement, the term of this Agreement is extended for the same amount of time, unless earlier terminated as provided in Section 9.

3. **Definitions.** Capitalized terms used but not defined in this Agreement will have the meanings assigned to them by the CTECC Agreement.

- **Capital Metro** means the Capital Metropolitan Transportation Authority.
- **CTECC** means Combined Transportation, Emergency and Communications Center, a regional integrated and coordinated combined emergency communications and transportation management center, inclusive of the Facility, structures on and around the Facility on the Site, as well as the Systems on and within the Facility. CTECC houses the Austin-Travis County Emergency Operations Center and supports the operation and maintenance of critical public safety and emergency communications systems for the Austin-Travis County area.
- **CTECC Agreement** means the **Amended and Restated Interlocal Agreement for Operations and Maintenance of the Combined Transportation, Emergency and Communications Center**.
- **County** means County of Travis, a corporate and political subdivision of the State of Texas.
- **Day** means calendar day.
- **Employee** includes the **Internal Program Employees** who are employed directly by a Party to support one or more Systems at the Facility.
Exclusive Facilities means that portion of the buildings, structures, and related Site improvements constructed at 5010 Old Manor Road, Austin Texas, 78723, designated for use by only Capital Metro one of the CTECC Parties as mapped in Exhibit C to the CTECC Agreement.

Program means the Combined Transportation, Emergency and Communications Center Program, which includes the Facility and all of the Shared Systems and Internal Program Systems housed and managed within the Facility.

Reallocated Use Space means the 24% of the 560 square feet of space allocated to Capital Metro in the CTECC Agreement which includes an office suite (520) and 3 spaces in the second floor Operations Floor which functions as the CTECC dispatch center. These 3 spaces each include one sit-stand desk, one Herman-Miller Aeron chair, one desk lamp, one two-drawer filing cabinet and one equipment cabinet, and access to utilities. The Reallocated Use Space includes approximately 133 square feet divided into two spaces which are shown on Exhibit Z – A1 Furniture Plan – Entry Level of this Agreement and are designated by yellow dots and the lettering “CAPMET” on the Plan.

Reallocated Use Space Fee means an annual fee of 24% of the cost allocated to Capital Metro in Exhibit B—Budget Current Year in the Amendment to the CTECC Agreement for the current County Fiscal Year for each full year of use and prorated in the first year of this Agreement which provides for use during eleven (11) months of the initial year.

Remaining CTECC Parties means those CTECC Parties who remain committed to the CTECC Agreement if one or more other Parties withdraw.

Working Day means Monday through Friday except for the following holidays celebrated on the day noted:

- New Year’s Day: January 1 or Monday after if that date is on a weekend
- Confederate Heroes: January 19
- MLK Day: Third Monday in January
- President’s Day: Third Monday in February
- Texas Independence Day: March 2
- San Jacinto Day: April 21
- Memorial Day: Fourth Monday in May
- Independence Day: July 4th or Monday after if that date is on a weekend
- Labor Day: First Monday in September
- Veteran’s Day: November 11 or Monday after if that date is on a weekend
4. **Purpose.** The purpose of this Agreement is to authorize County to have exclusive use of a portion of the Facilities allocated to Capital Metro in the CTECC Agreement in accordance with all applicable Legal Requirements.

5. **Amendment of Agreement.** Amendments to this Agreement involve changes in the use of Facilities of the Parties and similar long-term changes. These may be initiated by either Party. An amendment to the Agreement is not effective until approved by the governing bodies, or their legally authorized representative, of both Parties. Capital Metro’s President and CEO or their designee will have the authority to negotiate and execute amendments to this Agreement without further action by the Capital Metro Board of Directors to the extent necessary to implement and further the clear intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of this Agreement’s terms and conditions or otherwise violate Chapter 791 of the Texas Government Code.

6. **Reallocation of Use.** Capital Metro authorizes County to use the Reallocated Use Space. County expects to use the Reallocated Use Space for dispatch operations for the Travis County Constables but reserves the right to use it for other dispatch operations if County needs change during the continuation of this Agreement.

   Capital Metro and County acknowledge that this reallocation applies only to the use of the Reallocated Use Space and does not in any way affect Capital Metro’s obligations and rights under the CTECC Agreement as amended annually, in particular:

   6.1 Capital Metro’s obligations for payment of amounts due based on Exhibit B – Budget Current Year,

   6.2 Capital Metro’s level of participation as shown in Exhibit B-1 Participation Table (Cost Allocation)

   6.3 Capital Metro’s voting rights.
For the purpose of determining compliance with occupancy limits and only for that purpose, any County employees using the Reallocated Use Space are counted as if they were Capital Metro’s employees.

7. **Reallocation Use Space Fee.** County shall pay Capital Metro the Reallocation Use Space Fee each year in one installment no later than December 31 of each year, except as otherwise provided in this Agreement.

The first Reallocation Use Space Fee is for use from November 1, 2020 through September 30, 2021, which is eleven months and the fee equals $129,145. This fee is payable in one installment no later than December 31, 2020.

The Reallocation Use Space Fee for County Fiscal Years ending September 30, 2022 and after is for a full calendar year. The Reallocation Use Space Fee for these subsequent County Fiscal Years shall be calculated based on the formula in the definition and Capital Metro shall send County an invoice no later than October 1 of each year indicating the cost allocated to Capital Metro in Exhibit B—Budget Current Fiscal Year to the CTECC Agreement for the current County fiscal year, and the annual fee due to Capital Metro from County.

8. **Performance of Obligations Under CTECC Agreement.** County shall perform all of its obligations under the CTECC Agreement and maintain its participations as a CTECC Party under the CTECC Agreement.

Capital Metro shall perform all of its obligations under the CTECC Agreement and maintain its participations as a CTECC Party under the CTECC Agreement.

If Capital Metro does not pay the costs allocated to it based on the total costs in Exhibit “B”—Budget Current Year and the percentages in Exhibit “B-1” Participation Table (Cost Allocation) by December 1, of any year, Capital Metro authorizes County to forward its annual installment payment to the City of Austin as a payment on behalf of Capital Metro for its funding obligations under the CTECC Agreement.

9. **Termination.**

9.A. **Voluntary Termination.** This Agreement may be voluntarily terminated by the agreement of the Parties. Either Party may withdraw from this Agreement and
terminate its participation in this Agreement ("Terminating Party") by giving eighteen (18) months written notice to the other Party. The termination becomes effective on the first Day after the eighteen (18) month notice period ends ("Effective Termination Date"). The County must continue to pay the Reallocated Use Space Fee to Capital Metro up to its Effective Termination Date. If it does so, the County may continue to use the Reallocated Use Space until its Effective Termination Date. If it fails to do so, the County’s ability to use the Reallocated Use Space immediately terminates through the Effective Termination Date. If the County continues to pay the Reallocated Use Space Fee, Capital Metro must continue to allow County to use Reallocated Use Space up to its Effective Termination Date.

9.B. Termination for Cause. Capital Metro may terminate the Agreement for cause, including County’s failure to fully pay the Reallocated Use Space Fee, by delivery of a written notice of default which specifies the default under a material provision of this Agreement and indicates that the default must be cured within thirty (30) Days or this Agreement automatically terminates. However, if the County begins to cure the default, the thirty (30) Day cure period continues to be extended as long as the County continues to diligently prosecute the cure to completion. County may terminate the Agreement for cause by delivery of a written notice of default which specifies the default under a material provision of this Agreement and indicates that the default must be cured within thirty (30) Days or this Agreement automatically terminates. However, if Capital Metro begins to cure the default, the thirty (30) Day cure period continues to be extended as long as the Capital Metro continues to diligently prosecute the cure to completion.

9.C. Rights of the Parties upon Termination or Expiration of Agreement. Within thirty (30) Days after termination or expiration of this Agreement, County shall remove its separate personal property, furniture, fixtures and equipment, including any property the removal of which may cause non-structural damage to the Facility. Any non-structural damage must be repaired to the reasonable satisfaction of Capital Metro within fifteen (15) Working Days after the County has removed its property. Forty-five (45) Days after termination or expiration of this Agreement,
Capital Metro may enter and peacefully assume possession and may take possession by summary proceedings, or by action at law or in equity or by force or otherwise, without being liable in trespass or for any damages. However, upon termination or expiration of this Agreement, the Parties may elect to continue this Agreement by mutual agreement of the Parties instead of implementing this section.


10.A. Disputes under this Agreement are addressed as Internal Disputes not involving the General Manager as required in section 18 of the CTECC Agreement.

10.B. A dispute may be withdrawn at any time during the Dispute Resolution process.

11. Miscellaneous.

11.A. Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party represents that in the performance of its respective obligations in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each Party represents that the compensation to be made to the Party in this Agreement is in an amount intended to fairly compensate each Party for the services or functions each provides, and is made from current revenues available to the paying Party.

11.B. No Assumption of Liability. No Party assumes the liability for the actions of employees of the other Party. No Party is responsible for the acts or omissions of the other Party regarding the use, maintenance or updating of any equipment located within the CTECC.

11.C. Immunity as a Defense. Neither signatory Party has agreed to waive any defense, right, immunity, or other protection under law including any statutory provision, by entering into this Agreement.

11.D. Relationship of Parties. The Parties acknowledge that they are not an agent, or employee of the other Party, and that each Party is responsible for its own acts and deeds and for those of its agents and employees. The Parties expressly acknowledge that this Facility is not a joint venture, enterprise, or partnership. However, if a court
should find that the Parties are engaged in a joint venture, enterprise, or partnership, then the responsible Party shall pay any liability adjudicated against the other Party for acts and deed of the responsible Party, its employees or agents.

11.E. **Retention of Defenses.** The Parties acknowledge that neither this Agreement nor the use of the Facility by the Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

11.F. **Notices.** Notices required under this Agreement must be in writing and delivered personally or sent by certified U.S. Mail, postage prepaid, addressed to such Party at the following respective addresses:

**County:**
County of Travis, State of Texas  
P. O. Box 1748  
Austin, Texas 78767  
ATTENTION: County Executive, Emergency Services

**Cap Metro:**
Capital Metropolitan Transportation Authority  
700 Lavaca  
Austin, Texas 78702  
ATTENTION: President and CEO  
With a copy to the Chief Counsel

All notices so given are deemed given on the date delivered or transmitted or deposited in the mail. The Parties may change their address by sending written notice of the change to the other Party in the manner provided for in Section 11.F.

11.G. **Assignment.** Because this Agreement is subservient to the CTECC Agreement which based upon the special qualifications of each Party, any assignment or other transfer of any rights under this Agreement or any part of it without the express consent in writing of the other CTECC Parties is void.

11.H. ** Entire Agreement.** The entire agreement between the Parties is contained in this Agreement and its Exhibits and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of the other Party.

11.I. **Severability.** If any provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other
provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.

11.J. Non-waiver. Failure of a Party to exercise any right or remedy for a breach or default of any other Party does not waive that right or remedy if a subsequent breach or default occurs.

11.K. Authority of Signatories. Each Party represents to the other Party that the representative signing this Agreement on its behalf has been duly authorized by the governing body of that Party in compliance with Texas law.

11.L. Further Assurances. Each Party agrees to perform all other acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of this Agreement.

11.M. Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.

**Exhibit List**

Exhibit Z – A1 Furniture Plan – Entry Level

11.N. Occupancy Limits. County must assign staff who are directly involved in the day to day emergency management or transportation management or emergency call handling and dispatch operations of the County to work on a daily or regular basis at the Exclusive Facilities reallocated to it at CTECC.

11.O. Gratuities

Any person who is doing business with or who reasonably speaking may do business with a Party under this Agreement may not make any offer of benefits, gifts, or favors to employees of the Parties.

11.P. Duplicate Originals This document may be executed in duplicate originals.

TRAVIS COUNTY, TEXAS

Date: ____________ By: ______________________________

Samuel T. Biscoe, County Judge
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Date: ____________  By: ____________________________
Randy Clarke, President and CEO

TEXAS DEPARTMENT OF TRANSPORTATION gives its express consent to the assignment in this Agreement of the right to use Exclusive Facilities allocated to Capital Metro in the CTECC Agreement to County.

FOR THE STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

Date: ____________  By: ____________________________
James M. Bass, Executive Director

CITY OF AUSTIN gives its express consent to the assignment in this Agreement of the right to use Exclusive Facilities allocated to Capital Metro in the CTECC Agreement to County.

CITY OF AUSTIN

Date: ____________  By: ____________________________
Rey Arellano, Assistant City Manager
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for marketing services with Sensis Agency and the Sherry Matthews Group in an amount not-to-exceed $10,307,259 for one base year and three option years.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for marketing services with and in an amount not-to-exceed for one base year and three option years.

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

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

Strategic Objectives:
1.2 Continuous Improvement,1.3 Dynamic Change,3.2 Safety Culture,4.3 Value of Transit,4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT:
These contracts support the research necessary to understand our customers and measure community perception, ensure resources for support of marketing communications in key Capital Metro projects, and provide support for the ongoing development of Capital Metro’s internal web and digital properties. These contracts will support long-term strategic projects such as Project Connect as well as campaigns associated with the Value of Transit, Ridership, Safety and special events.

BUSINESS CASE:
This contract will allow Capital Metro to work on projects that support the Strategic Plan in a highly flexible manner. The disciplines covered in the these contracts supplement the skill sets of the Marketing and Communications team, allow Capital Metro to engage these professionals on an as-needed basis through task orders and allow Capital Metro to provide a full range of marketing and communications services. This is a task order contract and the not-to-exceed contract award amount does not constitute a commitment to pay.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on November 9, 2020.

EXECUTIVE SUMMARY:
Capital Metro maintains a small staff in its Marketing Department and depends upon
contracted marketing agencies to provide assistance with the development of campaigns and strategies to achieve objectives in the Agency's strategic plan. The professional services within the contract are divided into four modules:

Module 1: Communications, public relations and social media services

Module 2: Multimedia marketing and advertising services

Module 3: Consumer, market, customer experience and user experience research

Module 4: Web strategy, design, SEO, UX and content development.

Each of these modules is awarded to a single contractor due to the need for a consistent strategic approach for these services.

DBE/SBE PARTICIPATION:
The DBE goal is 12%. The prime contractors will meet the goal utilizing the following DBE subcontractors:

<table>
<thead>
<tr>
<th>Prime Contractors</th>
<th>DBE Subcontractors</th>
<th>Race/Gender</th>
<th>Services/Products</th>
<th>DBE Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROCUREMENT: On July 10, 2020, Request for Proposals was issued and formally advertised with a closing date of August 25, 2020. Eight (8) proposals were received by the closing date. Proposals were evaluated based on the following:

(1) The offeror's understanding, experience and expertise of the market, and work plan that demonstrates how the full range of services within the module will be performed by the offeror.
(2) The offeror’s demonstrated, relevant work experience and capabilities of the firm as a whole and of the proposed project personnel on projects of a similar size, scope, complexity and nature.

(3) Module 1 only – The offeror’s experience with media relations and demonstrated success in creating band value through public relations, media relations and social media. The contractor must have strong ties to and experience with Central Texas media and the City of Austin.

(4) Module 2 only – The offeror’s demonstrated experience and demonstrated success in targeting key markets to promote customer growth and demonstrated experience and success in delivering comprehensive marketing plans that achieve strategic goals.

(5) Module 3 only – The offeror’s workplan for delivering the full range of research services described in the scope of services and demonstrated success in providing insights that guide tactics for achieving strategic goals.

(6) Module 4 only – The offeror’s experience using Sitefinity or similar CMS tools, SEO, UX, analytics, content management and content targeting to improve the digital customer experience and demonstrated success in the implementation of strategies and tactics that showed quantifiable improvements.

(7) Demonstrated experience with successful outcomes for the execution of tasks within the public transit industry

Oral discussions were held with four (4) firms. Following oral discussions and receipt of final proposal revisions (FPRs) the evaluation team recommended the following contract awards:

<table>
<thead>
<tr>
<th>MODULE</th>
<th>PROPOSER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The contracts are Indefinite-Quantity, Indefinite-Delivery Task Order contracts for the supplies and services specified. The fully burdened hourly rates were determined fair and reasonable based on current market research, industry pricing, and pricing included in the competitive proposals. The term of the contracts shall be one (1) base year from the contract award date, with three (3) one-year option periods, for a total cumulative not-to-exceed amount over all four (4) modules:

<table>
<thead>
<tr>
<th>Period</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESPONSIBLE DEPARTMENT: Marketing
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1371)
Marketing Services RFP

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to educate and inform its customers and the larger public of its service offerings, changes and improvements; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to maintain marketing services contracts with the flexibility to provide a full range of services to accomplish its goals and objectives.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute contracts with [redacted] for Module 1 Communications, public relations and social media services, and [redacted] for Module 2 multimedia marketing and advertising services, Module 3 consumer, market, customer experience and user experience research and Module 4 web strategy, design, SEO, UX and content development in an amount not-to-exceed [redacted] for one base year and three option years.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton