



Agenda - Final revised
Capital Metropolitan
Transportation Authority
Operations, Planning and Safety
Committee

2910 East 5th Street
Austin, TX 78702

Wednesday, September 13, 2023

12:30 PM

Rosa Parks Boardroom

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Public Comment

III. Action Items

1. Approval of minutes from the August 14, 2023 Operations, Planning and Safety Committee meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Keolis Transit Services, LLC for contracted bus operations and maintenance services for a base period of three (3) years, plus two (2) one-year options, with a 5% contingency, in an amount not to exceed \$753,651,081.
3. Approval of a resolution authorizing the President & CEO, or her designee, to execute a contract modification with Hexagon for asset management system maintenance for two (2) remaining one (1) year options periods for an amount not to exceed \$1,079,637.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Carahsoft Technology Corporation for ServiceNow Information Technology Service Management systems for a one (1) year base period and one (1) option year in an amount not to exceed \$458,771.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with CDW-Government, LLC to acquire network technology for the MetroRapid Expo and MetroRapid Pleasant Valley projects in an amount not to exceed \$177,804.

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a month-to-month lease with 1303 Properties Ltd. DBA Travis Properties for approximately 18,535 rentable square feet of office space on the first and basement floors of the Travis Building located at 209 West 9th Street, Austin, TX 78701 for a term not to exceed twenty-four (24) months, in an amount not to exceed \$634,680.
7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Core Office Interiors to purchase furniture and/or wall systems for 2910 East 5th Street, 1705 Guadalupe, 8200 Cameron Road, 9715 Burnet Road, and furniture inventory replenishment, in an amount not to exceed \$1,127,275.
8. Approval of a resolution authorizing the President & CEO, or her designee, to grant an approximately 0.334-acre (1,453 square-foot) electric utility easement to the City of Austin across CapMetro-owned property located at 10612 Delta Drive, Austin, Texas for the construction of electric distribution and electrical telecommunications lines and systems.
9. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for transit services for an amount not to exceed \$1,358,369.
10. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a one-year Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$319,976 in FTA Section 5307 Funds and \$893,724 in local funds from Travis County per year.
11. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of limited paratransit and senior service (the "Service") for an amount not to exceed \$172,726 in FTA Section 5307 Funds and \$259,089 in local funds from the City of Georgetown.
12. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 6 to CARTS Supplement No. 9 of the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Limited Paratransit and Senior Services to the City of Georgetown in an amount not to exceed \$411,252.
13. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 6 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$1,796,454.

14. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 5 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for fiscal year 2024 in an amount not to exceed \$720,330.
15. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 5 to Contracted Services Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Route 990 - Manor Express for fiscal year 2024 in an amount not to exceed \$185,397.
16. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a five-year Trackage Agreement with the Austin Steam Train Association (ASTA) for ASTA's use of a portion of the Giddings to Llano line for the provision of Excursion Rail Passenger Service, in exchange for the right for CapMetro to use a portion of ASTA's adjacent real property for maintenance, storage, and other operations.

IV. Presentations

1. Proposed January 2024 Service Changes
2. Monthly Operations Update

V. Executive Session

Texas Government Code, Section 551.071 for consultation with an attorney regarding legal issues related to a proposed contract with Keolis Transit Services, LLC for contracted bus operations and maintenance services for a base period of three (3) years, plus two (2) one-year options, with a 5% contingency, in an amount not to exceed \$753,651,081.

VI. Items for Future Discussion

VII. 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: Eric Stratton, Chair; Jeffrey Travillion, Paige Ellis and Chito Vela.

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

Operations, Planning and Safety Committee **Item #:** AI-2023-941

Agenda Date: 9/13/2023

Approval of minutes from the August 14, 2023 Operations, Planning and Safety Committee meeting.

Minutes
Capital Metropolitan
Transportation Authority
Operations, Planning and Safety
Committee

2910 East 5th Street
Austin, TX 78702

Monday, August 14, 2023

12:30 PM

Rosa Parks Boardroom

I. Call to Order

12:38 p.m. Meeting Called to Order

Present	Jeffrey Travillion, Eric Stratton, Chito Vela, and Paige Ellis
----------------	--

II. Public Comment

There was no public comment this month.

III. Action Items

1. Approval of minutes from the July 12, 2023 Operations, Planning and Safety Committee meeting.

A motion was made by Travillion, seconded by Vela, that this Resolution be adopted.
The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Via Transportation, Inc. for transit on-demand system hosting, maintenance, and support in support of Pickup for a one (1) year base and four (4) one-year options in an amount not to exceed \$2,307,060.

A motion was made by Ellis, seconded by Travillion, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 8/28/2023. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

3. Approval of a resolution authorizing the President & CEO, or her designee, to modify contract # 200455 with AmericanEagle for the remaining hosting, maintenance, and support of the web content management system for a total new contract amount not to exceed \$695,725.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 8/28/2023. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a building lease with CFJ Manufacturing, LP (CFJ), for approximately 1,027.5 rentable square feet within CapMetro's administrative offices at 624 N. Pleasant Valley Road, Austin, Texas 78702 for a base period of eight (8) months, for a total amount of \$22,606 paid to CapMetro.

A motion was made by Travillion, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 8/28/2023. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an interlocal agreement (ILA) with the City of Austin for the installation, configuration, maintenance and repair or lease of public safety equipment and systems related to the Greater Austin-Travis County Regional Radio System (GATRRS) for an estimated amount of \$15,000 per fiscal year during the term of the ILA.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 8/28/2023. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Turbo Images for vinyl bus wraps parts and installation of CapMetro's Novabus fleet in a total not to exceed amount of \$639,783.

A motion was made by Travillion, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 8/28/2023. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Rio Grande Pacific Technology, Inc. for the construction of the I-35/4th Street Pedestrian Crossings Preemption project for \$358,038, plus 20 percent contingency, for a total not to exceed the amount of \$429,646.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 8/28/2023. The motion carried by the following vote:

Aye: Travillion, Stratton, Vela, and Ellis

IV. Presentations

1. Monthly Operations Update

V. Items for Future Discussion

VI. Adjournment

1:22 p.m. Meeting Adjourned

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: Eric Stratton, Chair; Jeffrey Travillion, Paige Ellis and Chito Vela.

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.

Operations, Planning and Safety Committee **Item #:** AI-2023-952

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Keolis Transit Services, LLC for contracted bus operations and maintenance services for a base period of three (3) years, plus two (2) one-year options, with a 5% contingency, in an amount not to exceed \$753,651,081.

FISCAL IMPACT:

Funding for this action is available in the FY2024 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|--|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input checked="" type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: As the contract mechanism responsible for all Capital Metro's bus services, this contracted service provider will play a key role in delivering the mission as defined by the strategic plan.

BUSINESS CASE: The Operations and Maintenance Oversight department is responsible for coordinating the operations and activities of all CapMetro service providers for bus services. This includes coordination of contract management, data collection and analysis and quality assurance activities for both vehicle operations, vehicle maintenance and building maintenance. As the contract mechanism responsible for all Capital Metro's bus services, this contracted service provider (contractor) will play a key role in delivering the mission as defined by the strategic plan.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY:

The 82nd Texas Legislature passed Senate Bill 650 in 2011, which requires that all transit services provided by Capital Metro either be operated by direct employees of the Authority or operated by private contractors after a competitive procurement. Accordingly, Capital Metro's bus services have been fully operated by contracted service providers since August 2012.

The current contract for bus services with MV Transportation is set to expire on December 31, 2023. One option year remains available on the contract through December 31, 2024.

Overview

Under this contract, the operation of all Capital Metro's bus services will be provided by a single service provider. Capital Metro's stated goal in this procurement was to identify a partner that will be aggressively focused on ensuring the best possible experience for our customers through data-driven continuous improvement processes.

This service provider will also provide maintenance services for all Capital Metro buses and Capital Metro support vehicles. Additionally, they will be responsible for building and equipment maintenance at North Ops, East Fifth Ops, and the Capital Metro Administrative Annex located at 624 N. Pleasant Valley Road.

Designated operations, maintenance, and administrative areas at the North Ops and East Fifth garages will be provided to the service provider for use by their staff. Capital Metro will provide all revenue vehicles, fuel, radios, utilities, and large shop equipment necessary to support the service. Additionally, Capital Metro will provide designated transit-specific computer software and associated computer hardware.

The key responsibilities CapMetro is seeking with this contract is a qualified Contractor to operate and maintain its Bus Services within the CapMetro Service Area.

The Contractor will provide administration of Bus Transit Services, including the direct management of all Frontline Personnel CapMetro staff will establish the strategies and tactics needed to ensure excellent service daily.

The Contractor will employ and manage an engaged workforce of Frontline Personnel and ensure a positive and effective relationship with ATU Local 1091.

The Contractor shall establish and maintain the employment, labor relations functions and human resource processes to provide exemplary transit services and create an exemplary workplace environment.

The Contractor shall employ and manage represented employees and provide the personnel management services for those positions.

The Contractor agrees to use all reasonable efforts to accomplish:

- Increase ridership.
- Develop and implement FTA's National Public Transportation Safety Program and its Safety Management System Framework.
- Adhere to financial performance and service quality objectives in the service contract.

- Provide superior customer service.
- Assure the finest public image for the transit system.
- Comply with all relevant Federal Transit Administration regulations and administrative directives.
- Comply with all relevant Texas Department of Transportation regulations and administrative directives.
- Provide data, analysis, or support as required to all reporting requirements.
- Manage represented employees in accordance with the collective bargaining agreement.
- Maintain a good working relationship with local 1091 of the Amalgamated Transit Union.

The operations and maintenance of transit services described herein include fixed route, fixed schedule transit service, including regular routes, express routes, campus routes and public services to special events. The rail service is operated by a different contract operator, but this contract supports the rail service with bus bridges as required by notice from CapMetro.

The Contractor is responsible for the Personnel Management of employees associated with providing transit functions for all line operations, direct support functions and their supervision functions. CapMetro oversees and directs the work plans associated with providing the transit functions for all line operations. This contract does not include the staff functions beyond those associated with personnel employee management. CapMetro personnel manage the accounting, marketing, purchasing, grant administration, budget administration, service planning, general management and related functions. Employees of the Contractor are required to follow all established standard operating policies as developed and established by CapMetro. The Contractor shall provide all supplies required to support staff engaged in the personnel management of employees associated with providing transit functions. The fleet, support vehicles, fuel tanks, bus wash, lift equipment, passenger shelters, transit centers and operations facility are owned by CapMetro and will remain available to the Contractor for the sole use as the CapMetro transit system.

Process Overview

The process undertaken to select a firm for a contract of this nature is extensive. The process began in September 2022 with development of the scope of services required. In March 2023, Capital Metro completed an Expression of Interest process in which interested firms had the opportunity to provide feedback on the draft scope of services document.

The formal procurement process launched with the issuance of the solicitation on May 12, 2023, and a pre-proposal conference on June 7, 2023. After several rounds of written questions and answers, initial proposals were received on July 6, 2023.

Site visits were conducted for each firm proposing. On these visits, CapMetro staff met with staff at peer agencies to gain an understanding of how each firm performed on contracts of a similar size and scope.

In August 2023, two full days of oral interviews were held with each firm. The first day of oral interviews focused on the technical proposal while the second day focused on the price proposal. Following oral interviews, each firm was sent a detailed set of questions along with a request to submit a final proposal revision.

Final proposals were received on August 29, 2023, and a final technical evaluation was completed, considering information gleaned throughout the entire process. Once technical ratings were established, the team selected a recommended firm. The recommended firm was selected based on a combination of technical and

price combined and has been determined to provide the best value for CapMetro.

Recommended Firm

The recommended firm is Keolis Transit Services, LLC. The Keolis Transit Services, LLC proposal includes the following elements:

- **Experienced Management Team**

Mike Ake, Vice President/General Manager, has more than 30 years of experience leading large public and private urban multi-modal transit operations with successes in building and growing high performance teams and exceeding performance standards.

The team of 7 managers slated to lead this effort have a combined total experience of over 170 years.

- **Keolis' structure is driven by four keys to a successful partnership with CapMetro:**

1. A collaborative and transparent partnership
2. Preserving a positive work culture
3. Excellence in operational fundamentals
4. A focus on employee and community engagement
 - Employee Retention, Health/Wellness, DEI, Community Engagement

Price Analysis

Nancy Edmonson, Cost & Price Analyst, supported CapMetro staff in analyzing the proposed pricing of all firms. This analysis demonstrated that the price provided by Keolis Transit Services, LLC offers a fair and reasonable price to CapMetro and funding adequate to fulfill the terms of the contract.

DBE/SBE PARTICIPATION: Since this contract is for the provision of personnel management, the contractual fees are for the payment of labor and related costs. No goal was established due to the lack of subcontracting opportunities.

PROCUREMENT: On May 12, 2023, a Request for Proposals was issued and formally advertised. By the closing date of July 6, 2023, three (3) proposals were received from Keolis Transit Services, LLC, MTM Transit, LLC, and MV Transportation, Inc. The following technical evaluation factors were used to evaluate and score the proposals. Price was evaluated by a pricing team that was separate from the technical evaluation team, and which included price analysis from a Cost & Price Analyst to determine price fair and reasonableness. Each firm's proposal was ranked using the following four (4) evaluation factors:

- 1) Management Competence and Staffing/Labor Relations Plan
- 2) Quality of Service Delivery, Safety and Performance Monitoring
- 3) Capability, Experience and Past Performance of the Firm
- 4) Quality of Mobilization Plan

The proposal from Keolis Transit Services, LLC was determined to be the best value to the Authority, price and

other factors considered. Nancy Edmonson, Cost & Price Analyst, supported Capital Metro staff in analyzing the proposed pricing of all firms. This analysis demonstrated that the price provided by Keolis Transit Services, LLC offers a fair and reasonable price. The contract is a fixed price contract. The term of the Contract is a three (3) year base with two (2) unilaterally renewable options periods of one (1) year each, for pricing offered as follows. Service is anticipated to commence on January 1, 2024.

Total Pricing Base Period (Years 1-3)	\$414,953,301
Total Pricing Option Period 1 (Year 4)	\$148,612,118
Total Pricing Option Period 2 (Year 5)	\$154,197,515
Sub Total	\$717,762,934
5% Contingency	\$35,888,147
GRAND TOTAL	\$753,651,081

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-952

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide the highest quality bus services to the community; and

WHEREAS, through a competitive procurement process Keolis Transit Services, LLC was determined to be the firm that offers the best value to Capital Metro in providing these services.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or her designee, to finalize and execute a contract with Keolis Transit Services, LLC for contracted bus operations and maintenance services for a base period of three years plus two one-year options, with a 5% contingency, in an amount not to exceed \$753,651,081.

Secretary of the Board
Becki Ross

Date: _____



Contracted Bus Operations and Maintenance Services

2023

Overview

1. Role of CapMetro and Service Provider
2. Procurement Process Overview
3. Proposers
4. Evaluation Factors
5. Recommended Firm

Role of CapMetro and Service Provider



CapMetro Responsibilities

Ultimately responsible for the successful operation of CapMetro services, on behalf of customers

- Driving direction and solutions to enhance or improve service to service provider
- Reimburse service provider for employees and support functions
- Manage allocation of resources towards service (i.e. run dispatch, complete service planning, provide parts, provide uniforms, purchase vehicles /equip.)
- Training
- Recommend candidates for hire
- Implement the agreed-upon service contract (i.e., invoicing, contract administration, etc.)

Service Provider Responsibilities

Ultimately responsible for managing the workforce, safety, and service reliability

- Drive and maintain the buses and the facilities necessary to provide service
- Monitor service with proactive leadership and schedule adherence
- Effectively mitigate service impacts and service disruptions.
- Negotiate Collective Bargaining Agreement (CBA) and maintain relationship with ATU
- Manage personnel topics including hiring, termination and discipline, in line with CBA
- Implement the agreed-upon service contract (i.e., billing, contract administration, etc.)

Bargaining and Other Contractor Employees

Current Bargaining Employees – 1,212	Operations, Safety and General Management - 36
Bus Operators: 900 Road Supervisors: 21 Run Dispatcher: 13 Vehicle Maintenance: 247 Building Maintenance: 30 Trainer: 1	GM/VP 1 Ops Mgr/AGM 2 Safety Manager 1 Safety 6 Maintenance Manager 2 Human Resources 8 Labor Relations 4 Payroll/Finance 7 Technology/Data Specialists 3 Administrative Staff 2

Procurement Process Overview

	Mar 23	Mar 23	Apr 23	May 23	May 23	June 23	July 23	Aug 23	Aug 23	Aug 23	Sept 23	Sept 23
Scope development												
Expression of Interest (EOI)												
Scope finalization												
Request for Proposals (RFP)												
Site Visits to 2910 & NOPS												
Pre-proposal Conference												
Q&A (2 rounds)												
Proposals Received												
Initial Technical Evaluation												
Initial Price Evaluation												
Site Visits to Proposers/Clients												
Oral Interviews												
Final Proposal Revisions (FPR)												
FPR Technical Evaluation												
FPR Price Evaluation												
Team Consensus												
Board Award												

Condensed timeline

- Expression of Interest (EOI) issued and received in March
- Request for Proposals(RFP) issued in May
- RFP received in July
- Oral Interviews in August
- FPR received August
- Team Consensus September
- Board Award September

3 Proposals Received

- Keolis

- Founded in 1908 in France; incorporated in USA in 2012
- 300 clients in 15 countries – USA: 11 sites in 5 states
- North American headquarters in Boston, MA



- MTM

- American-based company, founded in 2009
- 34 clients in 16 states
- Headquarters in St. Louis, MO



- MV

- American-based company, founded in 1975
- 153 clients in 26 states
- Headquarters in Dallas, TX



Evaluation Factors

1

Management Competence and Staffing Plan

2

Quality of Service Delivery, Safety and Performance Monitoring

3

Capability, Experience and Past Performance of the Firm

4

Quality of Mobilization Plan

Final Score Sheet

OFFEROR	Overall
Keolis Transit Services, LLC	A
MTM Transit, LLC	M
MV Transportation, Inc.	M

Rubric
E = Excellent: Exceeds evaluation standard in a beneficial way to the Authority, and has a high probability of satisfying the requirements in the scope of services; has no significant weaknesses
A = Acceptable: Meets evaluation standards; has good probability of satisfying the requirements in the scope of services, any weaknesses can be readily corrected
M = Marginal: Fails to meet evaluation standards; has low probability of satisfying the requirements in the scope of services; has significant deficiencies.
U = Unacceptable: Fails to meet minimum requirements in the scope of services; deficiency requires a major revision to the submittal to make it acceptable.

Final Pricing

RFP 802071 - Contracted Bus Operations & Maintenance Services
FPR Grand Total for 5 years



Recommended Firm – Keolis

- Proposed leadership team has strong transit experience (most with 10 - 40 years), Experience with electric fleet and BRT service start up
- Will provide 40 corporate visits annually
- Dedicated Labor Relations team to work with the Union
- Demonstrated a good understanding of the CapMetro's hybrid business model
- Detailed mobilization plan and transition team
- Good client ratings of previous experience with similar contracts at other transit agencies

Recommended Firm – Keolis

- People first approach / employee-facing programs
- Promise of continuous support and continuous improvement
- Committed to community engagement
- The “Future of Transit” model

CapMetro

Thank you

Operations, Planning and Safety Committee **Item #:** AI-2023-796**Agenda Date:** 9/13/2023**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to execute a contract modification with Hexagon for asset management system maintenance for two (2) remaining one (1) year options periods for an amount not to exceed \$1,079,637.

FISCAL IMPACT:

Funding for this action is available in the FY2024 Capital Budget

STRATEGIC PLAN:**Strategic Goal Alignment:**

- | | |
|--|---|
| <input type="checkbox"/> 1. Customer | <input type="checkbox"/> 2. Community |
| <input checked="" type="checkbox"/> 3. Workforce | <input checked="" type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Enterprise Asset Management system manages all our transit assets, our operational fleet and supporting facilities, allowing for state of good repair maintenance activities to be scheduled and completed on a regular schedule based on equipment manufacturers' recommendations and improve our transit asset availability and reliability.

BUSINESS CASE: Capital Metro implemented the Hexagon Enterprise Asset Management system in 2020 to deploy, operate, maintain, upgrade, and dispose of all capital assets and operating inventory for bus, paratransit, commuter and freight rail, non-revenue fleet, and facilities. Since the implementation, the new asset management system manages CapMetro's assets, inventory and work-order processes with greater efficiency and improve State of Good Repair on all our assets and comply with related federal regulations.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: The Hexagon enterprise asset management system provides CapMetro with an improved enterprise asset management, inventory, and work order management system for all our transit assets and inventory covering our bus and paratransit fleet, commuter and freight rail, nonrevenue fleet, industrial equipment and facilities and improve the State of Good Repair on all our assets. This contract modification will be to increase the contract amount for the remaining maintenance years needed for CapMetro's operations.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: On August 27, 2018, the CapMetro Board of Directors authorized a contract award to Infor Public Sector, which is now known as Hexagon, for \$4,840,141 for a two-year base period with five renewable option periods of one year each. The Contract provides the implementation of an enterprise asset management system.

This contract modification will increase the contract award amount by \$1,079,637 to fund the remaining two (2) - one (1) year option periods of maintenance and warranty, bringing the total board authorized amount on this contract to \$5,919,778.

Previous Total Board Authorization Amount	\$4,840,141
Remaining Maintenance Period Authorization Needed	\$1,079,637
New Total Board Authorization Amount	\$5,919,778

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-796

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to manage Capital Metro's assets, inventory and work-order processes for bus, paratransit, commuter and freight rail, non-revenue fleet, equipment and facilities with greater efficiency; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to maintain all assets in a State of Good Repair.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to approve a contract modification with Hexagon for asset management system maintenance for two remaining option periods for maintenance and warranty for a total not to exceed amount of \$1,079,637, for this modification, bringing the total board authorized amount on this contract to \$5,919,778.

Date: _____

**Secretary of the Board
Becki Ross**

Operations, Planning and Safety Committee **Item #:** AI-2023-836

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Carahsoft Technology Corporation for ServiceNow Information Technology Service Management systems for a one (1) year base period and one (1) option year in an amount not to exceed \$458,771.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The ServiceNow Information Technology Service Management system provides management of all Information Technology functions to support the Agency to provide high quality customer experience. Maintaining CapMetro's infrastructure in a state of good repair ensures stable and reliable systems available to both internal and external customers.

BUSINESS CASE: This software is necessary to maintain the ServiceNow system used for Information Technology functions including incident management; problem management; change management; and configuration management. It is necessary to maintain the license to support ongoing operations provided by Information Technology.

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

Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: The current one-year agreement for ServiceNow is expiring. The growth of CapMetro has increased the number of licenses required for the next contract. This contract provides the licensing and support for ServiceNow Information Technology Service Management system to serve as the foundation for technology functions that support the operation of the Agency.

DBE/SBE PARTICIPATION: Due to the nature of the solicitation a SBE goal was not established at this time.

PROCUREMENT: The contract will utilize the Department of Information Resources (DIR) contract, DIR-TSO-4288, held by Carahsoft Technology Corporation to re-sell ServiceNow software products. 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 ServiceNow IT Service Management Systems software licensing subscription was determined to be fair & reasonable by DIR's organization during its solicitation and award process.

The following is Carahsoft Technology Corporations pricing for ServiceNow IT Service Management Systems software licensing subscription, for one (1) base year and one (1) option year:

Description	Pricing
Base Year - ServiceNow Software Licensing Subscription (9/30/2023 - 9/29/2024)	\$213,381.32
Option Year 1 - ServiceNow Software Licensing Subscription (9/30/2024 - 9/29/2025)	\$245,388.84
Total for Base and Option Years:	\$458,770.16

The contract is a firm fixed price type contract.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-836

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to maintain its Information Technology Service Management system in good working order to support current operations.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Carahsoft Technology Corp for ServiceNow Information Technology Service Management systems for a one (1) year base period and one (1) option year in an amount not to exceed \$458,771.

Date: _____

**Secretary of the Board
Becki Ross**

Operations, Planning and Safety Committee **Item #:** AI-2023-953**Agenda Date:** 9/13/2023**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with CDW-Government, LLC to acquire network technology for the MetroRapid Expo and MetroRapid Pleasant Valley projects in an amount not to exceed \$177,804.

FISCAL IMPACT:

Funding for this action is available in the FY2024 Capital Budget

STRATEGIC PLAN:**Strategic Goal Alignment:**

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This acquisition is required to support the NEW Project Connect MetroRapid services.

BUSINESS CASE: The network equipment will support the security camera systems at the New Expo and Pleasant Valley MetroRapid stations.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: The network equipment will support the security camera systems at the MetroRapid stations. It will consist of 88 cellular routers and supporting equipment such as antennas, power supplies and

cabling.

DBE/SBE PARTICIPATION: A 0% goal was applied on the solicitation because this procurement for IT network equipment will be procured using a cooperative agreement under a DIR contract, and subcontract opportunities are not probable.

PROCUREMENT: CapMetro will utilize The Interlocal Purchasing System (TIPS) Cooperative Contract #230105 held by CDW Government LLC., for Technology Solutions, Products and Services to supply CapMetro with Network Equipment for MetroRapid Expo and Pleasant Valley projects.

TIPS 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 TIPS contracts satisfy otherwise applicable competitive bidding requirements.

The TIPS pricing provided by CDW Government LLC. to supply Network Equipment for MetroRapid Expo and Pleasant Valley projects was determined to be fair and reasonable by TIPS during its solicitation and award process. Additionally, pricing was requested from four vendors who are authorized to resell network technology through TIPS and like cooperatives, two of which were certified small businesses. CDW Government LLC. returned the lowest price quote through TIPS.

The following is the not to exceed TIPS price for CDW-Government LLC. to supply Network Equipment for MetroRapid Expo and Pleasant Valley projects:

Description	Total Not to Exceed Price
Network Equipment for MetroRapid Expo & PV	\$177,804.00

The contract will be a fixed price contract.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-953

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide new transportation services to the public; and

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with CDW-Government, LLC to acquire network technology for the MetroRapid Expo and MetroRapid Pleasant Valley projects in an amount not to exceed \$177,804.

**Secretary of the Board
Becki Ross**

Date: _____

Operations, Planning and Safety Committee **Item #:** AI-2023-962**Agenda Date:** 9/13/2023**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a month-to-month lease with 1303 Properties Ltd. DBA Travis Properties for approximately 18,535 rentable square feet of office space on the first and basement floors of the Travis Building located at 209 West 9th Street, Austin, TX 78701 for a term not to exceed twenty-four (24) months, in an amount not to exceed \$634,680.

FISCAL IMPACT:

Other: Funding for this action is available in the FY2023 Operating Budget and Capital Budgets

STRATEGIC PLAN:**Strategic Goal Alignment:**

- | | |
|--|---|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input checked="" type="checkbox"/> 3. Workforce | <input checked="" type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This proposed renewal of the lease on this space allows transit customers and MetroAccess Eligibility clients and employees to continue to have easy access to the Transit Store and MetroAccess Eligibility until the new space at 1705 Guadalupe is complete, as there are multiple bus routes that service this location.

BUSINESS CASE: Until the construction of CapMetro's new office space at 1705 Guadalupe Street is complete, CapMetro does not own adequate administrative office space to house all its services. This existing lease space is located centrally, in Downtown Austin, and is easily accessed by public transportation services, so continuing this existing lease until the new space is ready makes the most business sense.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: CapMetro will house MetroAccess Eligibility and the Transit Store in this leased space until build out of the 1705 Guadalupe building to house the Transit Store completed and a long-term location for MetroAccess Eligibility is secured. The lease will be a month-to-month lease which can be terminated by either party with 60 days' advance notice. We also request the Board to approve funding to support the lease for a 24-month period ($24 \times \$26,445.00 = \$634,680$) in a not to exceed amount of \$634,680. This lease allows CapMetro to provide continued customer service at a centralized downtown location.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Real Estate

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-962

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to conduct required operations in an efficient and economical manner; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to continue to lease space for administrative and customer services; and

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a month to month lease with 1303 Properties Ltd. DBA Travis Properties for approximately 18,535 rentable square feet of office space on the first and basement floors of the Travis Building located at 209 West 9th Street, Austin, TX 78701 for a term not to exceed twenty-four (24) months, in an amount not to exceed \$634,680.

Date: _____

**Secretary of the Board
Becki Ross**

Operations, Planning and Safety Committee **Item #:** AI-2023-963

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Core Office Interiors to purchase furniture and/or wall systems for 2910 East 5th Street, 1705 Guadalupe, 8200 Cameron Road, 9715 Burnet Road, and furniture inventory replenishment, in an amount not to exceed \$1,127,275.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|--|---|
| <input type="checkbox"/> 1. Customer | <input type="checkbox"/> 2. Community |
| <input checked="" type="checkbox"/> 3. Workforce | <input checked="" type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Furniture and/or wall systems are required to support renovation projects in 2910 East 5th Street, 1705 Guadalupe, 8200 Cameron Road, and 9715 Burnet Road to create an attractive and cohesive workspace for employees and to replenish furniture inventory. The renovated office space will be furnished to create open communications between personnel in a modern and branded atmosphere. Updating Capital Metro's space and furniture will provide an ergonomic solution that will help attract and retain personnel.

BUSINESS CASE: Furnishing the newly renovated 2910 East 5th Street, 1705 Guadalupe, 8200 Cameron Road, and 9715 Burnet Road will comply with current CapMetro workplace standards and will either install new wall systems and/or replace furniture that was at the end of its useful life in existing facilities or provide furniture

and/or wall systems to support new lease spaces. Creating efficient and usable workspace will improve workplace efficiency to better support CapMetro's staff. Funding for this purchase is included in the FY 2023 and proposed FY2024 budget.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: To increase efficiency, reliability, and to provide a better working environment, the Agency has identified the need to provide new furniture and/or wall systems at 2910 East 5th Street, 1705 Guadalupe, 8200 Cameron Road, and 9715 Burnet Road along with replenishing depleted furniture inventory. The furniture and wall systems will comply with CapMetro's workplace standards. This furniture and wall systems will be purchased and installed in FY2024 and is budgeted accordingly.

DBE/SBE PARTICIPATION: Other No SBE goal is assigned to this project due to limited subcontracting opportunity. However, the selected vendor is a certified Small Business Enterprise and will receive 100% SBE credit.

PROCUREMENT: The contract will utilize the BuyBoard Cooperative, Contract No. 667-22 held by Core Office Interiors to purchase, deliver, and install office furniture and wall systems at 2910 East 5th Street, 1705 Guadalupe, 8200 Cameron Road, and 9715 Burnet Road locations.

BuyBoard 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 BuyBoard contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the purchase, delivery, and installation of the administrative office furniture was determined to be fair and reasonable by the BuyBoard cooperative during its solicitation and award process.

Core Office Interiors not to exceed BuyBoard pricing:

ITEM #	DESCRIPTION	LUMP SUM
1	Purchase, Deliver and Install Furniture and Wall Systems at 2910 East 5 th Street, 1705 Guadalupe, 8200 Cameron Road, and 9715 Burnet Road and replenish depleted furniture inventory.	\$1,127,274.39

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Facilities Management

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-963

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide administrative workspace that promotes efficient and effective operations and promotes a culture of communication; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to purchase furniture and/or wall systems for 2910 East 5th Street, 1705 Guadalupe, 8200 Cameron Road, 9715 Burnet Road, and to replenish depleted furniture inventory.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Core Office Interiors to provide furniture and/or wall systems at the aforementioned locations in an amount not to exceed \$1,127,275.

**Secretary of the Board
Becki Ross**

Date: _____

Operations, Planning and Safety Committee **Item #:** AI-2023-961

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to grant an approximately 0.334-acre (1,453 square-foot) electric utility easement to the City of Austin across CapMetro-owned property located at 10612 Delta Drive, Austin, Texas for the construction of electric distribution and electrical telecommunications lines and systems.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input checked="" type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This conveyance will provide CapMetro infrastructure capabilities for McKalla Station.

BUSINESS CASE: Conveyance of the electrical easement to the City of Austin, Austin Energy will allow electrical power to McKalla Station.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: CapMetro desires to convey an electrical easement to the City, which will enable

Austin Energy to provide infrastructure capabilities for McKalla Station. The McKalla Station project is an essential part of addressing the transportation and mobility needs of the Austin community, thereby increasing people's access to jobs, services, and entertainment in a reliable, safe, and convenient manner. As a condition of receiving service, Austin Energy requires all customers to grant the City an easement to install and operate any electrical infrastructure, and state law requires Board approval before CapMetro may grant anyone an easement across its property.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction and Engineering Design (CCED)

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-961

WHEREAS, the Capital Metropolitan Transportation Authority (CapMetro) has undertaken the improvement of its public MetroRail Red Line regional rail service that operates from downtown Austin through Central and Northwest Austin as well as the city of Leander to provide higher frequency service and increased mobility and transit options for the North Burnet neighborhood and surrounding portions of its service area, and said improvements include adding the Broadmoor and McKalla Stations; and

WHEREAS, Cap Metro has determined there is a need to provide improved connectivity and increased platform capacity for higher ridership to housing, employment and activities in the North Burnet area, including, but not limited to events at the Q2 Stadium near Delta Drive on the MetroRail Red Line between Braker Lane and Rutland Drive, and provide connection to bicycle and pedestrian paths and space for future MetroBike expansion by developing and constructing the McKalla Station as a new regional rail transit station as part of the Project Connect System Plan (the "Project"); and

WHEREAS, CapMetro has determined that the conveyance of an approximately 0.334-acre (1,453 square-foot) electric utility easement to the City of Austin across property owned by CapMetro and located at 10612 Delta Drive, Austin, Texas, as more particularly described and shown in Exhibit "A," being attached hereto and incorporated herein for all purposes (the "Property"), is necessary to advance and achieve the development and construction of the Project; and

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to grant an approximately 0.334-acre (1,453 square-foot) electric utility easement to the City of Austin across CapMetro-owned property located at 10612 Delta Drive, Austin, Texas for the construction of electric distribution and electrical telecommunications lines and systems.

Date: _____

**Secretary of the Board
Becki Ross**

SMALL SCALE
JOB

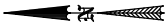
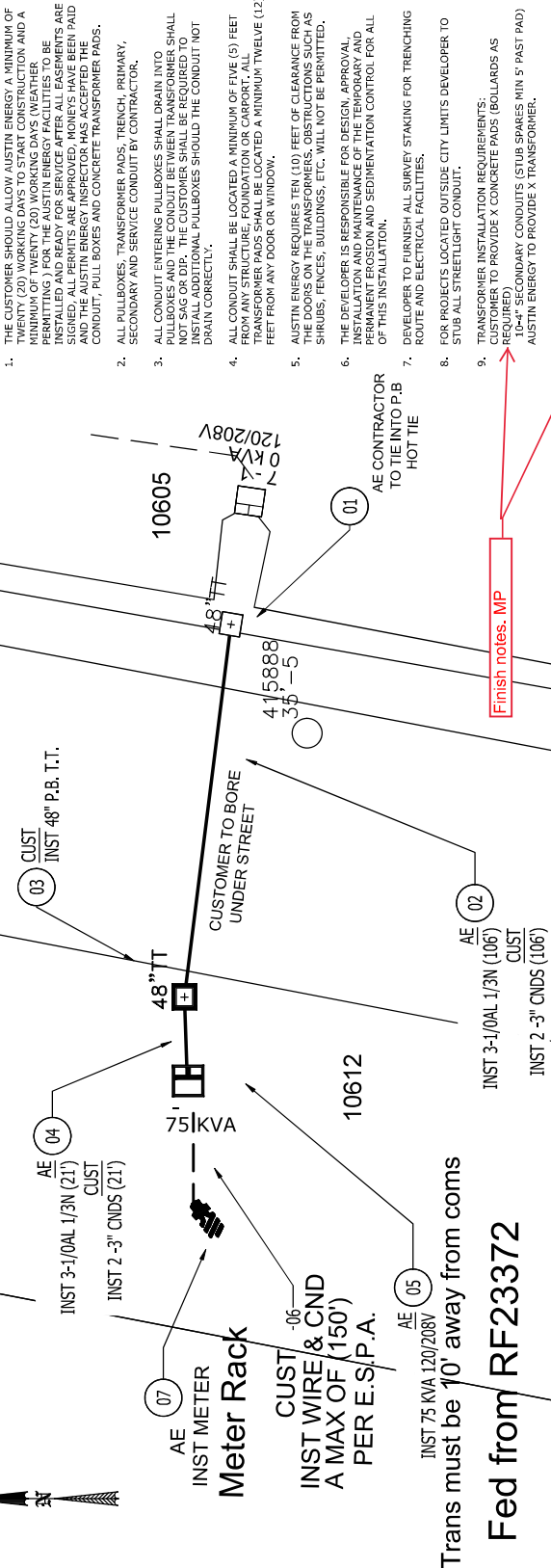


EXHIBIT "A" APPROXIMATE LOCATION OF EXISTING FACILITIES



LEGEND

- 1-2" PRIMARY CONDUIT (EXCEPT AS NOTED)
- 1-3" SECONDARY CONDUIT (EXCEPT AS NOTED)
- 1-2" STREET LIGHT CONDUIT
- CONDUIT STUB
- RISER POLE
- 18" SERVICE BOX
- 18" TRAFFIC TYPE SERVICE BOX
- 36" or 48" TRAFFIC TYPE PULL BOX
- 36" or 48" TRAFFIC TYPE PULL BOX
- LOAD BREAK MODULE
- MANHOLE
- SECTIONALIZER
- SWITCHGEAR
- PAD MOUNT TRANSFORMER
- FAULT INDICATOR
- METER PEDESTAL
- STREET LIGHT

BEFORE YOU DIG
TO LOCATE UTILITIES
CALL 1-800-344-8377 (DIG TESS)

This map has been produced by Austin Energy for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

NOTES:

- THE CUSTOMER SHOULD ALLOW AUSTIN ENERGY A MINIMUM OF THREE (3) WORKING DAYS TO START CONSTRUCTION, AND A MINIMUM OF TWENTY (20) WORKING DAYS (WEATHER PERMITTING) FOR THE AUSTIN ENERGY FACILITIES TO BE INSTALLED AND READY FOR SERVICE AFTER ALL EASEMENTS ARE SIGNED. ALL PERMITS ARE APPROVED. MONIES HAVE BEEN PAID TO THE CITY OF AUSTIN FOR THE NECESSARY EASEMENTS. CONDUIT, PULL BOXES AND CONCRETE TRANSFORMER PADS.
- ALL PULLBOXES, TRANSFORMER PADS, TRENCH, PRIMARY, SECONDARY AND SERVICE CONDUIT BY CONTRACTOR.
- ALL CONDUIT ENTERING PULLBOXES SHALL DRAIN INTO PULLBOXES AND THE CONDUIT BETWEEN TRANSFORMER SHALL NOT SAG OR DIP. THE CUSTOMER SHALL BE REQUIRED TO INSTALL ADDITIONAL PULLBOXES SHOULD THE CONDUIT NOT DRAIN CORRECTLY.
- ALL CONDUIT SHALL BE LOCATED A MINIMUM OF FIVE (5) FEET FROM ANY STRUCTURE, FOUNDATION OR CARPORT. ALL TRANSFORMER PADS SHALL BE LOCATED A MINIMUM TWELVE (12) FEET FROM ANY DOOR OR WINDOW.
- AUSTIN ENERGY REQUIRES TEN (10) FEET OF CLEARANCE FROM THE DOORS ON THE TRANSFORMERS, OBSTRUCTIONS SUCH AS SHRUBS, FENCES, BUILDINGS, ETC. WILL NOT BE PERMITTED.
- THE DEVELOPER IS RESPONSIBLE FOR DESIGN, APPROVAL, INSTALLATION AND MAINTENANCE OF THE TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL FOR ALL OF THIS INSTALLATION.
- DEVELOPER TO FURNISH ALL SURVEY STAKING FOR TRENCHING ROUTE AND ELECTRICAL FACILITIES.
- FOR PROJECTS LOCATED OUTSIDE CITY LIMITS DEVELOPER TO STUB ALL STREETLIGHT CONDUIT.
- TRANSFORMER INSTALLATION REQUIREMENTS:
CUSTOMER TO PROVIDE X CONCRETE PADS (BOLLARDS AS REQUIRED)
10-4" SECONDARY CONDUITS (STUB SPARKS MIN 5" PAST PAD)
AUSTIN ENERGY TO PROVIDE X TRANSFORMER.
CABLE AS FOLLOWS:
A. PRIMARY X AL URD (15KV) - X"
B. SECONDARY X - X"
- THIS PRINT IS SOLELY FOR THE PURPOSE OF INSTRUCTING THE CUSTOMER ON THE INSTALLATION OF THE AUSTIN ENERGY INFRASTRUCTURE UP TO AND INCLUDING THE POINT OF SERVICE. IT DOES NOT INCLUDE THE DESIGN OF ANY UTILITIES OR THE INSTALLATION OF THE SAME. THE CUSTOMER IS RESPONSIBLE FOR ALL REQUIREMENTS STATED ON THE QUOTE LETTER AND, WHERE CIVIL WORK IS REQUIRED BY THE CUSTOMER, SHALL ADHERE TO ALL AE CIVIL REQUIREMENTS AS INDICATED ON THE SEPARATE CUSTOMER CIVIL DOCUMENTS. THIS PRINT MAY BE REFERRED TO IN PART OR IN WHOLE ON THIS PRINT.
- CUSTOMER IS RESPONSIBLE FOR ADHERING TO ALL REQUIREMENTS IN THE LATEST VERSION OF THE AUSTIN ENERGY DESIGN CRITERIA MANUAL.
- THIS DRAWING IS NOT TO SCALE AND THE LOCATION OF INSTALLATION OF THE INFRASTRUCTURE ON THIS PRINT SHOULD ADHERE TO ALL CLEARANCES IN THE AUSTIN ENERGY DESIGN CRITERIA MANUAL. THE CUSTOMER SHALL BE RESPONSIBLE FOR ALL REQUIREMENTS, UNLESS SPECIFICALLY STATED OTHERWISE ON THIS PRINT.
- METER AND DISCONNECT LOCATIONS AND SPECIFICATIONS ARE TO BE DETERMINED BY THE CUSTOMER. THE CUSTOMER SHALL REFER TO THE LATEST AUSTIN ENERGY DESIGN CRITERIA MANUAL FOR THIS INFORMATION IN THE PLANNING STAGES PRIOR TO INSTALLATION TO AVOID COSTLY CORRECTIONS. FOR INFORMATION CONCERNING METERING AND DISCONNECTS, PLEASE CONTACT THE METERING REPRESENTATIVE AT planning@ae.com OR [512-555-7032](tel:512-555-7032).
- FOR CT INFORMATION AND EQUIPMENT SIZING, CONTACT ae@ae.com OR [512-555-7032](tel:512-555-7032).
- FOR CT INSPECTIONS CONTACT ae@ae.com OR [512-555-7032](tel:512-555-7032).
- FOR A COMPLETE SET OF INSTRUCTIONS FOR THE DEVELOPER REFER TO THE CIVIL LETTER AND SPECIFICATION SHEETS.

ADDRESS: 10612 DELTA DR

W.O. NO.: 490178
ACCT: 1102250600

CUSTOMER: Jeffrey Campos
DESIGNER: MARK COOK
SUB WORK TYPE: DPHUBGICP-D
ROWMAN NO.: 1
EASEMENT NO.: 1
HWY/COUNTY PERMIT NO.: 1

PH: 512-872-2817
MP PAGE: MP09
DATE STAKED: 11/11/2023
DATE TRIMMING: 11/11/2023

SHEET
1 of 1

ELECTRIC SERVICE DELIVERY DISTRIBUTION SERVICES

AUSTIN ENERGY

NO.	DATE	REVISION	DESIGNER	CHECK BY:	CONST. REVIEW:	DESIGN APPROVED:
1	01-18-2023	ORIGINAL	MARK COOK			
2						
3						
4						
5						

EXHIBIT “ — ”

0.0334 Acre EE (Parcel E27)
Electric Easement
James Rogers Survey No. 19, Abstract No. 659
John Applegait Survey No. 58, Abstract No. 29
Travis County, Texas

DESCRIPTION FOR A 0.0334 OF ONE ACRE
ELECTRIC EASEMENT

DESCRIPTION OF A 0.0334 OF ONE ACRE (1,453 SQUARE FOOT) EASEMENT, OUT OF THE JAMES ROGERS SURVEY NO. 19, ABSTRACT NO. 659, AND THE JOHN APPLGAIIT SURVEY NO. 58, ABSTRACT NO. 29, TRAVIS COUNTY, TEXAS, BEING A PORTION OF RAILROAD DOCKING AREA (RESERVE), KRAMER LANE INDUSTRIAL PARK - I, A SUBDIVISION OF RECORD IN BOOK 63, PAGE 1, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAID RAILROAD DOCKING AREA CONVEYED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY (CMTA) BY CAUSE NO. C-1-PB-22-001750 DATED DECEMBER 20, 2022, AS RECORDED IN DOCUMENT NO. 2023002518, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.0334 OF ONE ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the east line of this easement, being in the east line of said Railroad Docking Area and said CMTA tract, and the existing west right-of-way line of Delta Drive (80 foot width), from which a 60D nail found at the northeast corner of said Railroad Docking Area and said CMTA tract, being in the south line Lot 1, Kramer Lane Industrial Park III, a subdivision of record in Book 76, Page 246, Plat Records, Travis County, Texas, bears North 10°54'10" East 398.49 feet, said POINT OF BEGINNING having Surface Coordinates of N=10,115,590.55, E=3,121,626.47;

- 1) THENCE, along the east line of this easement, said Railroad Docking Area and said CMTA tract, and the existing west right-of-way line of Delta Drive, **South 10°54'10" West 10.00 feet** to a calculated point at the southeast corner of this easement, from which a chiseled mark found at the southeast corner of said Railroad Docking Area and said CMTA tract, being in the north line of Lot 11, in said Kramer Lane Industrial Park – I subdivision, bears South 10°54'10" West 276.91 feet;

- 2) THENCE, along the south line of this easement, crossing said Railroad Docking Area and said CMTA tract, **North 79°03'03" West 14.62 feet** to a calculated point at the southwest corner of this easement;

THENCE, along the west line of this easement, crossing said Railroad Docking Area and said CMTA tract, the following three (3) courses, numbered 3 through 5:

- 3) **North 10°56'57" East 87.09 feet** to a calculated point,
- 4) **North 79°03'03" West 17.09 feet** to a calculated point, and
- 5) **North 10°56'57" East 22.44 feet** to a calculated point at the northwest corner of this easement;
- 6) THENCE, along the north line of this easement, crossing said Railroad Docking Area and said CMTA tract, **South 79°03'03" East 20.00 feet** to a calculated point at the northwest corner of this easement;

THENCE, along the east line of this easement, crossing said Railroad Docking Area and said CMTA tract, the following four (4) courses, numbered 7 through 10:

- 7) **South 10°56'57" West 10.14 feet** to a calculated point,
- 8) **South 79°03'03" East 7.09 feet** to a calculated point,
- 9) **South 10°56'57" West 89.39 feet** to a calculated point, and

0.0334 Acre EE (Parcel E27)

10) **South 79°03'03" East 4.61 feet** to the POINT OF BEGINNING and containing 0.0334 of one acre (1,453 square feet) within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00. The coordinates shown hereon are surface coordinates and may be converted to grid by dividing the combined adjustment factor of 1.000097228.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



09/05/2023

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\CMTA~22-103~McKalla TO #10\Description\McKalla E27_EE

Issued 09/05/2023

AUSTIN GRID K-32

TCAD# 0251100101

**SKETCH TO ACCOMPANY DESCRIPTION OF 0.0334 OR 1,453 SQ. FT. OF LAND PARCEL "E27"
OUT OF JOHN APPLGAIT SURVEY NO. 58, ABSTRACT NO. 29 AND THE
JAMES ROGERS SURVEY NO. 19, ABSTRACT NO. 659
CITY OF AUSTIN, TRAVIS COUNTY, TEXAS**

LEGEND

- ▲ 60-D NAIL FOUND
- ⊗ CHISEL MARK FOUND ON BACK OF CURB
- △ CALCULATED POINT
- ① PARCEL NUMBER
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- BK./PG. BOOK/PAGE
- VOL./PG. VOLUME/PAGE
- P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- R.R. RAILROAD
- EE ELECTRIC EASEMENT

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S10°54'10"W	10.00'
L2	N79°03'03"W	14.62'
L3	N10°56'57"E	87.09'
L4	N79°03'03"W	17.09'
L5	N10°56'57"E	22.44'
L6	S79°03'03"E	20.00'
L7	S10°56'57"W	10.14'
L8	S79°03'03"E	7.09'
L9	S10°56'57"W	89.39'
L10	S79°03'03"E	4.61'

SCALE 1" = 100'**NOTES:**

1. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY G.F. NO. 202102658, EFFECTIVE DATE OCTOBER 26, 2021.

BEARING BASIS:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM (TCS), CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE, AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR 1.000097228. ALL MEASUREMENTS ARE IN US. SURVEY FEET.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 09/05/2023
Note: There is a description to accompany this plat.

TCAD# 0251100101

ISSUED: 09/05/2023

**McGRAY & McGRAY
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 100'	AUSTIN GRID#	K-32
DATE:	09/05/2023	TECH:	RM
PROJECT:	22-103	FIELD:	SH
FIELD BOOK:	-	SHEET:	4 OF 4

Operations, Planning and Safety Committee **Item #:** AI-2023-948

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for transit services for an amount not to exceed \$1,358,369.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

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

BUSINESS CASE: As part of CapMetro's Service Expansion Program, this ILA will reimburse CapMetro for operation of Round Rock's transit services.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: CapMetro operates Routes 50, 152 and 980 in the City of Round Rock. The City of Round Rock is outside the CapMetro service area and Round Rock is a direct recipient of FTA Section 5307 Funds. Provision of service is guided by a one-year ILA between CapMetro and Round Rock which reimburses

CapMetro for all services provided.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-948

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for transit services for an amount not to exceed \$1,358,369.

**Secretary of the Board
Becki Ross**

Date: _____

**FIRST AMENDMENT
TO THE
INTERLOCAL COOPERATION AGREEMENT
FOR
TRANSIT SERVICES
BY AND BETWEEN
THE CITY OF ROUND ROCK AND CAPMETRO**

This First Amendment (this “**Amendment**”) to the Interlocal Cooperation Agreement is made by and between the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (the “**City**”) and Capital Metropolitan Transportation Authority (“**CapMetro**”), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code. The City and CapMetro are referred to in this Amendment individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- a. CapMetro and the City entered into that certain interlocal cooperation agreement for contracted transit services effective as of October 4, 2022, pursuant to which CapMetro provides local fixed route service within the City, commuter service to Austin and reverse commuter service to the City (the “**Agreement**”).
- b. The Parties desire to amend the Agreement as more particularly described herein to extend the term of the Agreement, add funds for the extended term, update the bus routes, vehicle hours and vehicle requirements for the extended term, and modify certain terms only as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Additional Term. Section 4 of the Agreement is hereby amended to extend the Term of the Agreement for an additional twelve-month period beginning on October 1, 2023, through September 30, 2024 (the “**Extended Term**” or “**FY2024**”).
2. Fees for Transit Services. The amount of funding for the Transit Services for the Extended Term shall not exceed \$1,358,369 as shown in **SFP-1 Schedule of Fees and Payments**.
3. Fare Recovery. During the Extended Term, CapMetro will deduct the following amounts from each monthly invoice for fare recovery: for Bus Routes 50 (Round Rock), 152 (Round Rock Tech Ridge Limited) and 980 (North Mopac Express), CapMetro will deduct an amount equal to the product of: (i) the total cost of Transit Services provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro’s actual fare recovery percentage for the invoiced month. The monthly CapMetro fare recovery percentage will

be calculated by dividing: (i) the total amount of actual fares collected for all Transit Services provided by CapMetro in the invoiced month by (ii) the total amount of CapMetro's operation costs for the invoiced month.

4. Vehicle Hours. Section 2 of **SOS-1-Scope of Services** is revised to reflect that during the Extended Term, the Transit Services shall include three (3) bus routes: Bus Routes 50 (Round Rock), 152 (Round Rock Tech Ridge Limited) and 980 (North Mopac Express).

Vehicle hours for Route 980 (North MoPac Express) will be shared with CapMetro service from the Howard Express Station. The City is responsible only for the vehicle hours from Round Rock to Howard Express Station. CapMetro is responsible for vehicle hours from Howard Express Station to downtown Austin.

5. Vehicle Requirements. Section 3.1 of **SOS-1-Scope of Services** is revised to reflect that only one (1) peak vehicle is required for Bus Route 50 during the Extended Term. The Parties agree to delete in its entirety Section 3.2 of **SOS-1-Scope of Services**.
6. Schedule of Fees and Payments. Attachment **SFP-1 Schedule of Fees and Payments** is amended by adding the following schedule of fees and payments for the Extended Term.

FY2024	Route 50	Route 152	Route 980	Total
Annual Hours	5,555	2,500	778	8,833
Hourly Operating Rate	\$ 141.94	\$ 141.94	\$ 147.68	
Total Annual Hourly Operating Cost	\$ 788,477	\$ 354,850	\$ 114,895	
Annual TAM	\$ 38,348	\$ 38,348	\$ 23,451	
Total Fixed Route Cost	\$ 826,825	\$ 393,198	\$ 138,346	\$ 1,358,369

*The estimated annual hours are subject to change.

7. Termination for Convenience. Section 13 is hereby amended to state that the City may terminate this Agreement, in whole or in part, for the convenience of the City as set forth in this Section 7. Termination for convenience shall align with CapMetro's three (3) service change dates with the following termination notice requirements: 1) notice must be given by October 1st to terminate the Agreement at the January service change date; 2) notice must be given by March 1st to terminate the Agreement at the June service change date; and 3) notice must be given by May 1st to terminate the Agreement at the August service change date. Upon the effective date of the termination, neither party shall incur any further obligations in connection with the Transit Services.
8. Effect of Amendment. Except as expressly provided herein, all other provisions of the Agreement are incorporated into this Amendment, remain unchanged, are in full force and

effect, and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment neither Party waives or releases any default hereunder.

9. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined have the meanings assigned to them in the Agreement.
10. Entire Agreement. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.
11. Effective Date. This Amendment will be effective on the date of the last Party to sign.
12. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.
13. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.
14. Counterparts; Electronic Signatures. This Amendment may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Amendment. Electronic copies of this Amendment and signatures thereon will have the same force, effect, and legal status as originals.

IN WITNESS WHEREOF, this Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

Capital Metropolitan Transportation Authority

By: _____

Dottie Watkins

President & CEO

Date: _____

Approved as to form:

By: _____

Deputy Counsel

City of Round Rock

By: _____

Craig Morgan

Mayor

Date: _____

Approved as to form:

By: _____

City Attorney



Regional Transportation Agreements

September 13, 2023

Resolutions for Approval

- Regional ILA Agreements
 - City of Round Rock ILA
 - Travis County ILA
 - City of Georgetown ILA
- CARTS Supplements
 - Georgetown Supplement No. 9 Amendment 6
 - Manor Pickup Supplement No. 8 Amendment 6
 - Route 214 Supplement No. 2 Amendment 5
 - Route 990 Supplement No. 4 Amendment 5

Service Expansion Program

- The Service Expansion Policy adopted in June 2008 and revised in April 2014, reaffirmed in November 2022 defines five approaches for service to jurisdictions within the urbanized area that are not currently served by CapMetro.
- The Policy provides a process for distributing federal transit funding in the region (Section 5307 Funds) and implementing transit service.
- Jurisdictions within the urbanized area, but outside the CapMetro service area can participate.
- The program requires cities to first complete a Transit Development Plan (TDP) to identify transit service needs and assist in developing transit alternatives and financing.

City of Round Rock ILA

- Round Rock is a direct recipient of Section 5307 Funds
- This agreement is for an amount not to exceed \$1,358,369
- Routes include:
 - Routes 50 – Round Rock
 - Route 152 – Round Rock Tech Ridge Limited
 - Route 980 – Round Rock – North MoPac Express

Travis County ILA

- The Interlocal Agreement funds:
 - Portions of Routes 233, 237, 271 and 318
 - Portions of Manor Pickup (Operated by CARTS)
 - Update to the County's existing Transit Development Plan (TDP)
 - The County's current TDP was adopted in 2018
 - Travis County Commissioners Court approved this ILA on August 29, 2023

Local Funding Travis County	Section 5307 Funds	Estimated Fully Allocated Cost of Service FY24
\$893,724	\$319,976	\$1,213,700

City of Georgetown ILA

- The Interlocal Agreement funds:
 - Existing service includes Limited Paratransit and Senior Service
- CARTS operates service via contract with CapMetro
- The City of Georgetown approved this ILA on August 22, 2023

Local Funding – The City of Georgetown	Section 5307 Funds	Estimated Fully Allocated Cost of Service FY23
\$259,089	\$172,726	\$431,815

CARTS - Master Regional Mobility Agreement

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

CARTS Supplements

- CARTS operates the following services through supplements:

Regional Partners

- City of Georgetown service - \$411,252
- Manor Pickup (Partnership between CapMetro and Travis County) - \$1,796,454

CapMetro routes within the service area

- Route 214 Northwest Feeder - \$720,330
- Route 990 Manor/Elgin Express - \$185,397

Resolutions for Approval

- Regional Agreements
 - City of Round Rock ILA
 - Travis County ILA
 - City of Georgetown ILA
- CARTS Supplements
 - Georgetown Supplement No. 9 Amendment 6
 - Manor Pickup Supplement No. 8 Amendment 6
 - Route 214 Supplement No. 2 Amendment 5
 - Route 990 Supplement No. 4 Amendment 5

CapMetro

Thank you!

Operations, Planning and Safety Committee **Item #:** AI-2023-949

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a one-year Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$319,976 in FTA Section 5307 Funds and \$893,724 in local funds from Travis County per year.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

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

BUSINESS CASE: Travis County is participating in the CapMetro Service Expansion Program, which provides Travis County with up to \$319,976 per year in FTA Section 5307 funds for transit projects. This ILA defines the parameters for the use of the federal funds.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: Travis County is participating in the CapMetro Service Expansion Program. This program provides a portion of FTA Section 5307 funding to areas that are urbanized but are outside the CapMetro service area. Based on the unincorporated urbanized area population, Travis County has \$319,976 in federal transit funding available in FY24 to apply to transit planning or service-related costs through this program. To access the federal funds, Travis County completed a Transit Development Plan, or TDP, per the guidelines of the Service Expansion Policy. Current projects include updating Travis County's TDP and continued funding of the urbanized unincorporated portions of the Routes 233, Route 237, Route 271, Route 318, and Manor Pickup.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-949

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a one-year Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$319,976 in FTA Section 5307 Funds and \$893,724 in local funds from Travis County per year.

**Secretary of the Board
Becki Ross**

Date: _____

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

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

I. Contracting Parties:

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

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

II. Recitals:

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

- c. A Service Expansion Policy, approved by CapMetro's Board of Directors in June 2008, amended in April 2014, reaffirmed in November 2022, and endorsed by the Capital Area Metropolitan Planning Organization (CAMPO) in June 2014, defines the approaches for CapMetro to partner with cities and counties that are not currently a part of CapMetro's service area.
- d. One such approach is a contract for service whereby CapMetro provides service through an interlocal agreement with the jurisdiction. The jurisdiction pays the cost of service, with a credit given to the jurisdiction for Section 5307 eligible expenses.
- e. In July 2015, CapMetro and Travis County entered into a contract for service (the "**2015 Agreement**") for CapMetro to provide service on Route 233 (the Far Northeast Feeder) and Route 237 (the Northeast Feeder) in portions of Travis County not within CapMetro's service area. The 2015 Agreement terminated on June 30, 2016.
- f. CapMetro and Travis County subsequently entered into that certain Interlocal Agreement for CapMetro to provide Northeast Flex Route and Far North Flex Route, dated effective July 1, 2016 (the "**2017 Agreement**") for CapMetro to continue service. The 2017 Agreement terminated on September 30, 2018.
- g. CapMetro and Travis County subsequently entered into that certain Interlocal Agreement for CapMetro to provide Route 233 (Decker/Daffan Ln. also known as Far Northeast Feeder) and Route 237 (the Northeast Feeder) and the implementation of the Travis County Transit Development Plan (the "**2018 Agreement**"). The 2018 Agreement was amended and restated for FY21. The 2018 Agreement terminated on September 30, 2021.
- h. CapMetro and Travis County subsequently entered into that certain Interlocal Agreement for CapMetro to continue to provide Route 233 (Decker/Daffan Ln. also known as Far Northeast Feeder) and Route 237 (the Northeast Feeder), Route 271 (Del Valle Feeder), Route 318 (Westgate/Slaughter), and Manor Pickup and the implementation of the Travis County Transit Development Plan (the "**2021 Agreement**"). The 2021 Agreement terminated on September 30, 2022.
- i. CapMetro and Travis County subsequently entered into that certain Interlocal Agreement for CapMetro to continue to provide Route 233 (Decker/Daffan Ln. also known as Far Northeast Feeder) and Route 237 (the Northeast Feeder), Route 271 (Del Valle Feeder), Route 318 (Westgate/Slaughter), and Manor Pickup and the implementation of the Travis County Transit Development Plan (the "**2021 Agreement**"). The 2022 Agreement terminates on September 30, 2023.

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

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

- a. CapMetro agrees to provide and operate bus services ("**Bus Services**") for the following bus routes to serve a portion of Travis County not currently a part of CapMetro's service area (collectively, the "**Bus Routes**"):
 - 1. Route 233 (Decker/Daffan Ln., also known as Far Northeast Feeder Route);
 - 2. Route 237 (Northeast Feeder Route);
 - 3. Route 271 (Del Valle Feeder);
 - 4. Route 318 (Westgate/Slaughter);
 - 5. Manor Pickup

- b. CapMetro will provide written notification to Travis County of any planned Bus Route change, including the reasons for the change and the effective date of the change.
- c. The balance of Section 5307 Funds not used for paying the cost of the Services described in Section III.a. above, if any, will be used for paying the costs of the implementation of the following projects identified in the Travis County TDP that are eligible for FTA Section 5307 Funds for Federal Fiscal Year (FY) 2024 (October 1, 2023 – September 30, 2024) (“**TDP Services**”):
 - 1. Capital costs, including planning studies, bus stop amenities, public engagement and other eligible costs for TDP implementation.
 - 2. Additional bus stops, additional bus routes, increased frequency of bus services, route extensions, and other services or programs identified by Travis County in the TDP.
 - 3. Consulting Services from CapMetro or a consultant to CapMetro to develop a three-year Transit Development Plan (the “**Updated TDP**”) for Travis County. The Updated TDP will provide practical guidance to Travis County to facilitate future transit service decisions. CapMetro will collaborate with and include input from Travis County staff with respect to all aspects of developing the Updated TDP. The final Updated TDP will be submitted to the Travis County Commissioners Court for approval. Travis County will update the Updated TDP annually and projects may be added or modified based on funding availability.
- d. As with all CapMetro services, passengers accessing the Services will be allowed access to all other fixed routes and rail services, provided that they pay the appropriate fares charged by CapMetro.
- e. CapMetro may provide the Services through a third-party service provider.
- f. All public relations related to the Services will be coordinated through the CapMetro Public Information Office.
- g. CapMetro will monitor ridership on the Services and email ridership reports for each bus route to Travis County Transportation and Natural Resources staff on a monthly basis.
- h. CapMetro and Travis County staff will meet at least quarterly to review performance and coordinate on any modification to the bus routes.

IV. Financial Terms:

- a. 5307 Funds. Total Section 5307 Funds allocated for the Services shall not exceed \$319,976 for Federal Fiscal Year 2024.
- b. Local Funds. For Federal Fiscal Year 2024, Travis County will provide local funds in an amount that shall not exceed \$893,724 unless the Travis County Commissioners Court specifically authorizes additional funding for this Agreement; this not-to-exceed amount is comprised of the following:
 1. Travis County will provide a match of 20 percent of the Section 5307 Funds, if any, allocated for TDP Services.
 2. Travis County will provide a match of 60 percent of the Section 5307 Funds allocated for Bus Services.
 3. Subject to the County's total contribution limit of \$893,724 for this Agreement, Travis County will be responsible for 100 percent of the costs for Services after the Section 5307 Funds expenditure balance is exhausted.
- c. Fare Recovery. CapMetro will deduct the following amounts from each monthly invoice:
 1. For Bus Routes 233 (Decker/Daffan Ln also known as Far Northeast Feeder), 237 (Northeast Feeder), 271 (Del Valle Feeder) and 318 (Westgate/Slaughter), CapMetro will deduct an amount equal to the product of (i) the total cost of Services for Bus Routes 233 (Decker/Daffan Ln also known as Far Northeast Feeder), 237 (Northeast Feeder), 271 (Del Valle Feeder) and 318 (Westgate/Slaughter) provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro's actual fare recovery percentage for the invoiced month. The monthly CapMetro fare recovery percentage will be calculated by dividing (i) the total amount of actual fares collected for all transit services provided by CapMetro in the invoiced month by (ii) the total amount of CapMetro's operation costs for the invoiced month.
 2. For the Manor Pickup, CapMetro will deduct from each monthly invoice an amount equal to the product of (i) 25 percent of the total numbers of customers utilizing the Manor Area Pickup for the invoiced month and (ii) the revenue collected by CapMetro for each such customer. As of the Effective Date of the Agreement, CapMetro

collects \$0.52 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments.

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

Travis County Transportation and Natural Resources Department
Attention: Financial Services
P.O. Box 1748
Austin, TX 78767
- g. No other charges, expenses, contributions, recoupments, or charge backs shall be due from or paid by Travis County in the performance of this Agreement. Notwithstanding any provision to the contrary, Travis County will not pay for any Services until after the Services have been satisfactorily provided and Travis County has received a correct and complete invoice.
- h. Travis County is responsible for tracking invoices and the Section 5307 Funds expenditure balance. Travis County and CapMetro will meet

quarterly to review invoices and the Section 5307 Funds expenditure balance.

- V. **Insurance**. CapMetro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in **Exhibit "A"** attached to this Agreement.

VI. **Term of the Agreement:**

This Agreement shall take effect on October 1, 2023 ("**Effective Date**") and terminates September 30, 2024.

VII. **Default:**

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

VIII. **Miscellaneous:**

a. **Cooperation**

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

b. **Force Majeure**

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

c. **Notice**

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

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

WITH A COPY TO: Cynthia McDonald (or her successor)
Transportation and Natural Resources County
Executive
P.O. Box 1748
Austin, TX 78767

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

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

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

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

d. Entire Agreement

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

e. Modification

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

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

f. Invalid Provision

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

g. Inspection of Books and Records

- (1) The Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review, inspection, and reproduction at their respective office during the period that this Agreement is in effect and for four years after the Agreement is terminated or until any impending litigation or claims are resolved, whichever is later.
- (2) CapMetro and Travis County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the

purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires CapMetro or Travis County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

h. Current Funds

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

i. Venue

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

j. Interpretation

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

k. Application of Law

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

l. Mediation

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

m. Third Party Rights Not Created

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to

it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a Party to this Agreement.

n. Counterparts

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

o. Sovereign Immunity

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

p. Contract Authority

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

q. Taxpayer Identification

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

r. Survival

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

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

[Signature page follows]

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
President & CEO
CapMetro

Signature Date: _____

Approved as to Form

By: _____
CapMetro Legal Department

RECEIVING AGENCY
Travis County, Texas

By: _____
Andy Brown
County Judge

Signature Date: _____

[Interlocal agreement between CapMetro and Travis County for transit services in urbanized areas and to implement Travis County Transit Development Plan]

Exhibit "A"

Insurance Coverage

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

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

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

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

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

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Expenses (any one person)	\$50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000
2. Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or an umbrella policy with these same limits.
3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

Operations, Planning and Safety Committee **Item #:** AI-2023-947

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of limited paratransit and senior service (the “Service”) for an amount not to exceed \$172,726 in FTA Section 5307 Funds and \$259,089 in local funds from the City of Georgetown.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This ILA will provide for limited paratransit and senior service in the City of Georgetown made possible by sharing FTA Section 5307 Funds through the CapMetro Service Expansion Program. The transit services were recommended as part of the Georgetown Transit Development Plan, which is required in the CapMetro Service Expansion Policy.

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: Through the CapMetro Service Expansion Program, the City of Georgetown uses a combination of FTA Section 5307 Funds and local funds to pay 100 percent of the cost for transit service operated in the city. To use the FTA Section 5307 Funds, the city completed and adopted a Transit Development Plan (TDP) in 2016 in compliance with the CapMetro Service Expansion Policy. Service is operated by CARTS through the CARTS and CapMetro Regional Mobility Agreement, which is presented in a separate agenda item. Approval of this ILA will provide for the City of Georgetown Limited Paratransit and Senior Service for one year.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-947

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of Limited Paratransit and Senior Service for the amount not to exceed \$172,726 in FTA Section 5307 Funds and \$259,089 in local funds from the City of Georgetown.

**Secretary of the Board
Becki Ross**

Date: _____

INTERLOCAL AGREEMENT
BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF GEORGETOWN
(Contract Limited Paratransit and Senior Services)

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

RECITALS

WHEREAS, City desires to partner with CapMetro to obtain transit services within the area as more particularly described and shown in Exhibit “D” (the “Service Area”) for eligible City residents and eligible visitors defined by physical or functional disability and persons age 65 or older (“Limited Paratransit and Senior Service”); and

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

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

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

AGREEMENT

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

2. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement ("**Effective Date**") and shall terminate on September 30, 2024, unless terminated for cause or convenience prior to the expiration date ("**Term**").
3. **Fees.** During the Agreement Term, the fees for Services (collectively, the "**Fees**") shall not exceed the following amounts:
 - a) \$172,726 in FTA Section 5307 Funds and \$259,089 in corresponding local match funds from the City, which shall be based on the vehicle weekday hours and hourly rates is set forth in **Exhibit "B"**.
 - b) The City will be responsible for 100 percent of the costs for any Services provided after the FTA Section 5307 Funds expenditure balance is exhausted. The City is responsible for tracking invoices and FTA Section 5307 Funds expenditure balance. The City and CapMetro will meet quarterly to review invoices and the FTA Section 5307 Funds expenditure balance.
4. **Invoicing and Payment.**
 - a) The City shall pay CapMetro for Services rendered and accepted, in accordance with rates set forth in **Exhibit "B"** of this Agreement.
 - b) Invoices may be submitted once per month and submitted to the attention of:

City of Georgetown
Finance Department
P.O. Box 409
Georgetown, TX 78627
 - c) Upon CapMetro's submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.
5. **Insurance.** CapMetro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in **Exhibit "C"** attached to this Agreement.
6. **Independent Contractor.** CapMetro's relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall at all times be under CapMetro's exclusive direction and control and shall be employees or subcontractors of CapMetro and not employees of the City. There shall be no contractual relationship between any subcontractor or supplier of CapMetro and the City by virtue of this Agreement. CapMetro shall pay wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations

respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

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

because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability. CapMetro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, gender, sexual orientation, sex, age national origin, or ability. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13. Federal Funding.

- a) The Parties intend to use federal funds to meet a portion of the financial obligations under this Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies, and Agreement requirements necessary to obtain and expend anticipated federal funds and reimbursements, including but not limited to the requirements of 49 C.F.R. section 18.36.
- b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2022 Federal Transit Administration Master Agreement (“**Master Agreement**”), which may be accessed at the following link: <https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v-29-2022-02-07.pdf>. In doing so, the Parties will require compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations, and funding requirements.

14. Use of Information. It shall be the responsibility of each Party to comply with the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code (“TPIA”). Neither Party is authorized to receive requests or take any other action under the TPIA on behalf of the other Party.

15. Examination and Retention of Records. The City and its representatives shall have audit and inspection rights described below:

- a) The City and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times at CapMetro offices, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this Agreement.

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

16. Liability and Limitation of Liability.

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

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

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

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

20. Incorporation by Reference. Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and

regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.

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

If to City:

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

With copy to:

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

If to CapMetro:

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

With copy to:

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

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

24. **Performance.** The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
25. **No Waiver.** The Parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
26. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of CapMetro and the City. The City Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Georgetown City Council and CapMetro's Board of Directors' approval, but only to the extent necessary to implement and further the clear intent of the respective governing boards approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.
27. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.
28. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
29. **Appropriation of Funds.** The obligations of the City under this Agreement to make payments to CapMetro are subject to appropriation by the City of funds that are lawfully available to be applied for such purpose. If City fails to make such an appropriation prior to a fiscal period of City for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated.

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

30. **Survivability.** The provisions of Sections 14 through 16 shall survive the termination, expiration, or non-renewal of this Agreement.
31. **Exhibits.** The following exhibits are incorporated herein by reference:
- A. Scope of Services
 - B. Fees
 - C. Insurance
 - D. Service Area

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

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
President & CEO
CapMetro

Date: _____

Approved as to Form:

By: _____
Ayeola Williams
Deputy Counsel

City of Georgetown

By: _____
Josh Schroeder:
Mayor, City of Georgetown

Date: _____

Attest:

By: _____
Robyn Densmore
City Secretary

Approved as to Form:

By: _____
Skye Masson
City Attorney

Exhibit A – Scope of Services

1. GENERAL PURPOSE

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

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

2. DESCRIPTION OF SERVICE

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

3. SERVICE PERIOD

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

4. VEHICLE REQUIREMENTS

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

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

5. VEHICLE HOURS

Vehicle hours are:

- Estimated Total Daily Weekday Hours = 18
- Estimated Total Annual Weekday Hours = 4,782

Total Annual Weekday Hours to be utilized as necessary to meet customer demand is 4,782.

6. VEHICLES

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

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

7. EQUIPMENT CONDITION

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

8. REPORTING

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

9. TRAINING

9.1. All bus operators performing the service of the City will be properly trained to provide a high-quality public transportation service. Training will include, at a minimum, the following elements:

9.1.1. Defensive Driving

9.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance

9.1.3. Route specific training

9.1.4. Ongoing refresher training

10. PERSONNEL

10.1. CapMetro's Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.

10.2. CapMetro's Third Party Service Provider shall employ a supervisor to monitor the Services. Such supervision shall also include responses to and investigation of all accidents.

10.3. CapMetro's Third Party Service Provider shall provide dispatch and radio monitoring personnel during hours of Service. CapMetro's Third Party Service Provider shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.

11. FARE COLLECTION

11.1. CapMetro or CapMetro's Third Party Service Provider shall collect all fare revenue.

11.2. The amount of fares collected will be documented on the City's monthly invoice and deducted from the cost of service.

11.3. CapMetro's Third Party Service Provider shall provide the City with fare media for the Service.

12. MARKETING AND PUBLIC RELATIONS

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

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

Attachment 1 to Scope of Services

Eligibility Application



Limited Paratransit Eligibility Application



GoGeo provides Limited Paratransit Service to eligible residents in the City of Georgetown. This service provides rides to points within the Service Area. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with CapMetro.

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

Who Should Apply for Limited Paratransit Services?

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

How to Apply for Services:

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

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

If you need an alternative format of this application or additional information, please contact us at 512-478-RIDE (7433) or email GoGeo@RIDECARTS.COM.

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

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

Step 1: Complete the General Information Section

Last name

First name

MI

Street Address

City

State

Zip Code

Home Phone

Cell Phone

Work Phone

Date of Birth

Emergency Contact

Full Name

Street Address

Phone

Step 2: Information About Your Disability

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

.....

1 Can you board the bus by yourself?

YES ☐ NO ☐ SOMETIMES ☐

2 Can you climb three 12-inch steps on your own?

YES ☐ NO ☐ SOMETIMES ☐

3 If you have a cognitive disability, can you give your name, address and number?

YES ☐ NO ☐ SOMETIMES ☐

4 Are you able to recognize destinations and/or landmarks?

YES ☐ NO ☐ SOMETIMES ☐

5 Can you handle unexpected events or changes to your routine?

YES ☐ NO ☐ SOMETIMES ☐

Step 2: Continued...

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

.....

- 6** Are you able to ask for, understand and follow directions? YES ☐ NO ☐ SOMETIMES ☐

- 7** Are you able to navigate crowds and/or complex facilities? YES ☐ NO ☐ SOMETIMES ☐

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

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Manual Wheelchair
<input type="checkbox"/> Assistance Needed
<input type="checkbox"/> No Assistance | <input type="checkbox"/> Walker
<input type="checkbox"/> Foldable
<input type="checkbox"/> Not Foldable | <input type="checkbox"/> Electric Wheelchair
<input type="checkbox"/> Crutches |
| <input type="checkbox"/> High Wheelchair | <input type="checkbox"/> Long Wheelchair | <input type="checkbox"/> Cane |
| <input type="checkbox"/> Power Scooter | <input type="checkbox"/> Guide Dog | <input type="checkbox"/> Oxygen |

- 10** Are you able to travel 3 blocks (1/4 mile) without assistance over different terrains? YES ☐ NO ☐ SOMETIMES ☐

Applicant Agreement and Release

I **agree** that, if I am certified for **GoGeo Limited Paratransit Service**, I will pay the exact fare, if required, for each trip. I agree to notify the office of any changes in my status which may affect my eligibility to use the service.

I **understand** that any failure to adhere to the policies and procedures will be grounds for revoking my application as well as the right to participate in the program.

I **also understand** and agree to hold **GoGeo** harmless against all claims or liability for damages to any person, property, or personal injury occurring as a result of my failure to equip or maintain the safety of the adaptive equipment or certified guide/service animal that I require for mobility.

I **have read** and fully understand the conditions for service outlined in the *Rider's Manual* and agree to abide by them. I authorize the release of verification of information and any additional information to **GoGeo** for the purpose of evaluating my eligibility to participate in the Program. I certify that the information provided in this application is true and correct.

Signature

Date

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

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

Full Name

Street Address

City

State

Zip Code

Phone

Signature

Date

Health Care Professional Verification of Eligibility

All information for verification of eligibility must be filled in by a qualified health care professional

--	--

Person Completing Verification

Professional Title

--

Agency Affiliation

--

State of Texas Certification ID Number

--

Business Address

--	--	--

City

State

Zip Code

--

Business Phone

- What is the medical diagnosis that causes this disability?

--

- This condition is... **PERMANENT** ☐ **TEMPORARY** ☐

- If temporary, what is the expected duration?

--

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

--	--

Signature of Qualified Professional

Date

Exhibit B – Rates

FY24 Service

Limited Paratransit and Senior Service Hours – Annual Totals

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funds	Local Funding from Georgetown
Total FY24 Service	4,782	\$90.30	\$431,815	\$172,726	\$259,089

Exhibit C - Insurance

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

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

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

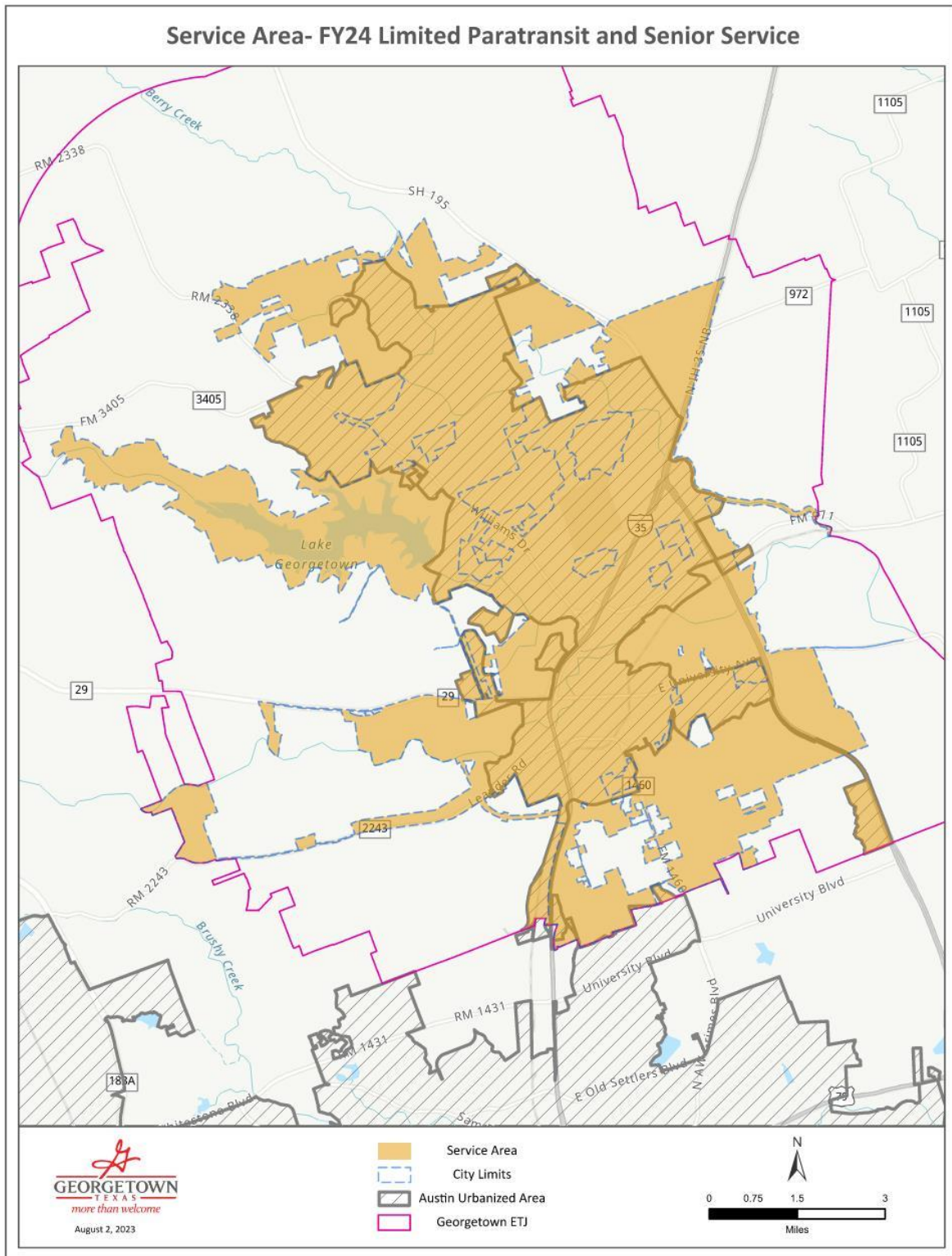
Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

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

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

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 50,000
Medical Expenses (any one person)	\$ 50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000
2. Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or an umbrella policy with these same limits.
3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars \$1,000,000.

Exhibit D - GoGeo Service Area



Operations, Planning and Safety Committee **Item #:** AI-2023-951

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 6 to CARTS Supplement No. 9 of the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Limited Paratransit and Senior Services to the City of Georgetown in an amount not to exceed \$411,252.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: CapMetro and CARTS partner to operate transit services within the region. The parties utilize

a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

This 6th amendment to Supplement No. 9 (Amendment 6 to Supplement No. 9) allows for the provision of Limited Paratransit and Senior Service to the City of Georgetown. This service will be operated at a cost of \$86 per vehicle hour. Approximately 4,782 service hours are projected for FY24.

The term of this Contracted Service Supplement will match the term of the Interlocal Agreement with the City of Georgetown.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-951

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute to finalize and execute Amendment No. 6 to CARTS Supplement No. 9 of the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Limited Paratransit and Senior Services to the City of Georgetown in an amount not to exceed \$411,252.

**Secretary of the Board
Becki Ross**

Date: _____

**AMENDMENT NO. 6 TO CONTRACTED SERVICES SUPPLEMENT NO. 9
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Services to the City of Georgetown)

This Amendment No. 6 to Contracted Services Supplement No. 9 to Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority (“CapMetro”)**, a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (**“CARTS”**), collectively referred to as the **“Parties”**, upon the premises and for the consideration stated herein.

RECITALS:

- A. Whereas, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement, dated effective May 1, 2015 (**“Master Agreement”**); and,
- B. Whereas, pursuant to the Master Agreement, the Parties entered into Contracted Services Supplement No. 9, dated effective October 1, 2016 (as amended, **“Supplement”**); and,
- C. Whereas, the Parties entered into Amendment No. 1 to the Supplement, dated effective September 25, 2017 (**“Amendment No. 1”**); and,
- D. Whereas, the Parties entered into Amendment No. 2 to the Supplement, dated effective October 1, 2019 (**“Amendment No. 2”**); and
- E. Whereas, the Parties entered into Amendment No. 3 to the Supplement, dated effective October 1, 2020 (**“Amendment No. 3”**); and
- F. Whereas, the Parties entered into Amendment No. 4 to the Supplement, dated effective October 1, 2021 (**“Amendment No. 4”**); and
- G. Whereas, the Parties entered into Amendment No. 5 to the Supplement, dated effective October 1, 2022 (**“Amendment No. 5”**); and
- H. Whereas, the Parties desire to further amend the Supplement.

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

AGREEMENT:

A. AMENDMENT.

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

CARTS agrees to provide to CapMetro, the transportation services described in Attachment SOS-7 (“**Scope of Services**”) attached and incorporated herein for all purposes (the “**Contracted Service**”). The Contracted Service shall be provided in accordance with the Supplement, including the attached SOS-7 and the Master Agreement.

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

B. FEES FOR SERVICES. For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-7 (Schedule of Fees and Payments), attached and incorporated herein for all purposes. Any on-board fare collections shall be handled pursuant to the process specified in Attachment SOS-7.

3. The total contract amount for Fiscal year 2024 (October 1, 2023 to September 30, 2024 shall not exceed \$411,252.

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

C. TERM. The term of this Supplement shall commence on May 1, 2015, and terminate on September 30, 2024. The Parties may extend the term of this Supplement by written agreement. Provided, however, either party may terminate this Supplement upon sixty (60) days’ advance written notice to the other party. In the event of such termination by CapMetro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro to be paid CARTS. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner CapMetro directs.

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

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

- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Master Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

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

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
President & CEO
CapMetro

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-7 - Schedule of Fees and Payments

ATTACHMENT SOS-7 - Scope of Services

ATTACHMENT SFP-7

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

(City of Georgetown Limited Paratransit and Senior Service)

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

October 1, 2016 – September 30, 2017	\$68.96 per vehicle hour
October 1, 2017 – September 30, 2018	\$77.00 per vehicle hour
October 1, 2018 – September 30, 2019	\$79.00 per vehicle hour
October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$81.00 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.00 per vehicle hour
October 1, 2023 – September 30, 2024	\$86.00 per vehicle hour

CapMetro Source of Funds for Payment of Contracted Service:

For FY24 Service: 60% Local Funds & 40% FTA Section 5307 Funds

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

ATTACHMENT SOS-7

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

(City of Georgetown Limited Paratransit and Senior Service)

1.0 GENERAL PURPOSE

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

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

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

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

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

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

2.0 DESCRIPTION OF CONTRACTED SERVICE

The Contracted Service consists of transit services within the City of Georgetown's limits, as well as the intersection of the extraterritorial jurisdiction and urbanized area for

a segment of the City's general public defined by physical or functional disability or persons age 65 or older (the "Limited Paratransit and Senior Service").

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

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

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

3.0 SERVICE PERIOD

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

4.0 VEHICLE REQUIREMENTS

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

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

5.0 VEHICLE HOURS

Vehicle hours are:

- Estimated Total Daily Weekday Hours = 18
- Estimated Total Annual Weekday Hours = 4,782

Total Annual Weekday Hours to be utilized as necessary to meet customer demand, is 4,782.

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

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

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

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

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

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

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

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

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

8.0 EQUIPMENT CONDITION

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

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the

Contracted Service as may reasonably be requested by CapMetro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided on a monthly basis along with a CARTS invoice for that month.

The following information shall be provided to the CapMetro Project Manager:

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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

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

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

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

12.0 HOLIDAY SCHEDULE

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

13.0 TRAINING

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

- a) Six (6) hours of defensive driving training and two (2) hours overview of CapMetro

service. CARTS shall be responsible for providing a certified defensive driving course for all operators, prior to driving.

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

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

All training programs shall be subject to CARTS approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

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

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

15.0 REMOVAL

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

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

- h) Failure to follow safety rules and regulations.
- i) Failure to follow security policies, guidelines and procedures.
- j) Notification of an active warrant from any law enforcement or judicial agency; and/or
- k) Any conduct which puts CapMetro or its reputation at risk.

16.0 PERSONNEL

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

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

17.0 SUPERVISION

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

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

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

All fare collection equipment shall be supplied by, owned by and maintained by CARTS. All fares shall be retrieved, counted, recorded and deposited by CARTS designated personnel in accordance with CARTS procedures. Such fares collected shall be deducted from the monthly service billing to CapMetro. All fares collected are subject to audit by CapMetro and should be reconciled to the monthly report submitted.

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

20.0 CUSTOMER COMPLAINTS AND CUSTOMER RELATIONS

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

21.0 NATIONAL TRANSIT DATABASE REPORTING

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

21.0 PERFORMANCE SPECIFICATIONS

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

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

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

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING, FARE MEDIA AND PUBLIC RELATIONS

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

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

25.0 OPERATOR QUALIFICATIONS/STANDARDS

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

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

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

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

27.0 SAFETY AND SECURITY

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

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

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

Attachment 1 to Scope of Services

Eligibility Application



Limited Paratransit Eligibility Application



GoGeo provides Limited Paratransit Service to eligible residents in the City of Georgetown. This service provides rides to points within the Service Area. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with CapMetro.

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

Who Should Apply for Limited Paratransit Services?

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

How to Apply for Services:

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

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

If you need an alternative format of this application or additional information, please contact us at 512-478-RIDE (7433) or email GoGeo@RIDEARTS.COM.

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

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

Step 1: Complete the General Information Section

Last name

First name

MI

Street Address

City

State

Zip Code

Home Phone

Cell Phone

Work Phone

Date of Birth

Emergency Contact

Full Name

Street Address

Phone

Step 2: Information About Your Disability

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

1 Can you board the bus by yourself?

YES ☐ NO ☐ SOMETIMES ☐

2 Can you climb three 12-inch steps on your own?

YES ☐ NO ☐ SOMETIMES ☐

3 If you have a cognitive disability, can you give your name, address and number?

YES ☐ NO ☐ SOMETIMES ☐

4 Are you able to recognize destinations and/or landmarks?

YES ☐ NO ☐ SOMETIMES ☐

5 Can you handle unexpected events or changes to your routine?

YES ☐ NO ☐ SOMETIMES ☐

Step 2: Continued...

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

.....

- 6** Are you able to ask for, understand and follow directions? YES ☐ NO ☐ SOMETIMES ☐

- 7** Are you able to navigate crowds and/or complex facilities? YES ☐ NO ☐ SOMETIMES ☐

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

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Manual Wheelchair
<input type="checkbox"/> Assistance Needed
<input type="checkbox"/> No Assistance | <input type="checkbox"/> Walker
<input type="checkbox"/> Foldable
<input type="checkbox"/> Not Foldable | <input type="checkbox"/> Electric Wheelchair
<input type="checkbox"/> Crutches |
| <input type="checkbox"/> High Wheelchair | <input type="checkbox"/> Long Wheelchair | <input type="checkbox"/> Cane |
| <input type="checkbox"/> Power Scooter | <input type="checkbox"/> Guide Dog | <input type="checkbox"/> Oxygen |

- 10** Are you able to travel 3 blocks (1/4 mile) without assistance over different terrains? YES ☐ NO ☐ SOMETIMES ☐

Applicant Agreement and Release

I **agree** that, if I am certified for **GoGeo Limited Paratransit Service**, I will pay the exact fare, if required, for each trip. I agree to notify the office of any changes in my status which may affect my eligibility to use the service.

I **understand** that any failure to adhere to the policies and procedures will be grounds for revoking my application as well as the right to participate in the program.

I **also understand** and agree to hold **GoGeo** harmless against all claims or liability for damages to any person, property, or personal injury occurring as a result of my failure to equip or maintain the safety of the adaptive equipment or certified guide/service animal that I require for mobility.

I **have read** and fully understand the conditions for service outlined in the *Rider's Manual* and agree to abide by them. I authorize the release of verification of information and any additional information to **GoGeo** for the purpose of evaluating my eligibility to participate in the Program. I certify that the information provided in this application is true and correct.

Signature

Date

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

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

Full Name

Street Address

City

State

Zip Code

Phone

Signature

Date

Health Care Professional Verification of Eligibility

All information for verification of eligibility must be filled in by a qualified health care professional

--	--

Person Completing Verification

Professional Title

--

Agency Affiliation

--

State of Texas Certification ID Number

--

Business Address

--	--	--

City

State

Zip Code

--

Business Phone

-
- **What is the medical diagnosis that causes this disability?**

--

- **This condition is...** **PERMANENT** ☐ **TEMPORARY** ☐

- **If temporary, what is the expected duration?**

--

.....

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

--	--

Signature of Qualified Professional

Date

Operations, Planning and Safety Committee **Item #:** AI-2023-950

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 6 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$1,796,454.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: CapMetro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. An addendum to the agreement outline each of the services provided and the fees paid for that service. This addendum (Amendment 6 to Supplement No. 8) allows for the provision of transportation in the Manor area. This service will be operated at the costs of \$86 per vehicle hour, consistent with other services operated under the CapMetro/CARTS partnership. Approximately 18,750 weekday service hours and 2,184 Saturday service hours (if implemented) are projected for FY24. This project is partially funded by Travis County. The County will fund 25% of the project. This may increase during the fiscal year and will be agreed upon by all parties. A separate agreement exists between CapMetro and Travis County to provide the funding for this service.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-950

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, her designee, is authorized to finalize and execute Amendment No. 6 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$1,796,454.

Date: _____

**Secretary of the Board
Becki Ross**

**AMENDMENT NO. 6 TO CONTRACTED SERVICES SUPPLEMENT NO. 8
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Manor Pickup)

This Amendment No. 6 to Contracted Services Supplement No. 8 to Master Regional Mobility Agreement ("**Amendment**") is made and entered into by and between Capital Metropolitan Transportation Authority ("**CapMetro**"), a transportation authority and political subdivision of the state of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("**CARTS**"). CapMetro and CARTS are referred to in this Agreement individually as a "Party" and collectively as the "**Parties**".

RECITALS:

- A. Whereas, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the "**Agreement**"); and,
- B. Whereas, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 8 dated effective June 5, 2016 (the "**Supplement**"); and
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective July 10, 2017 ("**Amendment No. 1**"); and
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective June 4, 2019 ("**Amendment No. 2**"); and
- E. Whereas, the Parties entered into that certain Amendment No. 3 to the Supplement effective October 1, 2020 ("**Amendment No. 3**")
- F. Whereas, the Parties entered into that certain Amendment No. 4 to the Supplement effective October 1, 2021 ("**Amendment No. 4**");
- G. Whereas, the Parties entered into that certain Amendment No. 5 to the Supplement effective October 1, 2022 ("**Amendment No. 5**");
- H. Whereas, the Parties desire to further amend the Supplement to update, amongst other things, the fees for service, service dates, vehicle hours and vehicle requirements, as set forth herein.

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

AGREEMENT:

A. AMENDMENT.

1. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:
 - B. **FEES FOR SERVICES.** For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-6 (Schedule of Fees and Payments), attached hereto and incorporated herein for all purposes.
2. The total contract amount for Fiscal Year 2024 (October 1, 2023 to September 30, 2024) shall not exceed \$1,796,454.
3. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. **TERM.** The term of this Supplement shall commence on June 14, 2019 and terminate on September 30, 2024. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days advance written notice to the other Party. In the event of such termination by CapMetro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro in order to be paid If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner CapMetro directs.

4. Section 3.0, Vehicle Hours, of Attachment SOS-5 of the Supplement is deleted in its entirety and replaced with the following:

3.0 Vehicle Hours.

Vehicle hours for the Pickup service are provided below:

Estimated Total Hours Per Weekday = 72.5

Estimated Total Hours Per Saturday = 42

Estimated Total Hours Weekday Annually = 18,705

Estimated Total Hours Saturday Annually = 2,184

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

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

4.0 Vehicle Requirements.

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

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

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

Capital Metropolitan Transportation Authority

By: _____

Dottie Watkins
President & CEO

Date: _____

Capital Area Rural Transportation System

By: _____

Dave L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-6 - Schedule of Fees and Payments

ATTACHMENT SFP-6
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 8 TO MASTER REGIONAL MOBILITY AGREEMENT

Manor Pickup

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

June 2, 2019 – September 30, 2019	\$79.00 per vehicle hour
October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$81.00 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.00 per vehicle hour
October 1, 2023 – September 30, 2024	\$86.00 per vehicle hour

Source of Funds for Payment of Contracted Service:

CapMetro – 100% Local Funds

Travis County – Local and FTA Funds

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

Operations, Planning and Safety Committee **Item #:** AI-2023-956

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 5 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for fiscal year 2024 in an amount not to exceed \$720,330.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

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

This resolution authorizes the fifth amendment to and extension of Contracted Service Supplement NO. 2, under which CARTS provides transportation services for CapMetro Route 214 Northwest Feeder. Service cost per vehicle hour for Route 214 in fiscal year (FY) 2024 is \$88.20 (an increase of \$2.15 over last year). The total estimated cost of the service for FY 2024 is \$720,329.40 for an estimated 8,167 vehicle hours.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2022-548

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize that the Contracted Services Supplement for the provision of Route 214 by the Capital Area Rural Transportation System (CARTS) requires an amendment due to the expiration of the current Contracted Services Supplement.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute Amendment No. 5 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for fiscal year 2024 in an amount not to exceed \$720,330.

Date: _____

**Secretary of the Board
Becki Ross**

**AMENDMENT NO. 5 TO CONTRACTED SERVICES SUPPLEMENT NO. 2 TO THE MASTER
REGIONAL MOBILITY AGREEMENT**

(Route 214 – Northwest Feeder)

This Amendment No. 5 to Contracted Services Supplement No. 2 to the Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority** (“CapMetro”), a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“CARTS”). Capital Metro and CARTS are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. Whereas, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the “Agreement”); and,
- B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 2 dated effective May 1, 2015, pursuant to which CARTS provides transportation services for the CapMetro Route 214 – Northwest Feeder (the “Supplement”); and,
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective September 25, 2017 (“Amendment No. 1”); and,
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective October 1, 2020 (“Amendment No. 2”) and,
- E. Whereas, the Parties entered into that certain Amendment No. 3 to the Supplement effective September 30, 2021 (“Amendment No. 3”) and,
- F. Whereas, the Parties entered into that certain Amendment No. 4 to the Supplement effective October 1, 2022 (“Amendment No. 4”), and
- F. Whereas, the Parties desire to further amend the Supplement as set forth herein.

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

AGREEMENT

A. AMENDMENT.

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

CARTS agrees to provide to CapMetro, the transportation services described in Attachment SOS-5 (“Scope of Services”) attached and incorporated herein for all purposes (“Contracted Service”). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-5) and the Agreement.

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

B. **FEES FOR SERVICES.** For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-5 ("Schedule of Fees and Payments") attached and incorporated herein for all purposes.

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

C. **TERM.** The term of this Supplement will commence on May 1, 2015, and terminate on September 30, 2024. Either Party may terminate this Supplement, in whole or in part, without cause, upon sixty (60) days' advance written notice to the other party. In the event of such termination, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro to be paid to CARTS. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

- B. **NOT TO EXCEED AMOUNT.** Payments made under the Supplement for the FY 2024 period beginning October 1, 2023, and ending September 30, 2024, shall not exceed \$720,329.40.
- C. **INCORPORATIONS BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The recitals contained in the Amendment are incorporated herein for all purposes.
- D. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- E. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- F. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement or Supplement, the provisions of this Amendment shall control.

Signatures on next page.

In Witness Whereof, the Parties have caused this Amendment to be executed by their undersigned, duly authorized representatives to be effective as of October 1, 2023.

Capital Metropolitan Transportation Authority

By: _____

Name: Dottie Watkins

Title: President & CEO

Date: _____

Capital Area Rural transportation System

By: _____

Name: David L. Marsh

Title: General Manager

Date: _____

Attachments:

ATTACHMENT SFP-5 - Schedule of Fees and Payments

ATTACHMENT SOS-5 - Scope of Services

ATTACHMENT SFP-5

**SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 2 TO MASTER REGIONAL MOBILITY
AGREEMENT**

Route 214 – Northwest Feeder

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

May 1, 2015 – September 30, 2015	\$65.00 per vehicle hour
October 1, 2015 – September 30, 2016	\$66.95 per vehicle hour
October 1, 2016 – September 30, 2017	\$68.96 per vehicle hour
October 1, 2017 – September 30, 2018	\$71.03 per vehicle hour
October 1, 2018 – September 30, 2019	\$73.16 per vehicle hour
October 1, 2019 – September 30, 2020	\$75.74 per vehicle hour
October 1, 2020 – September 30, 2021	\$75.74 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.05 per vehicle hour
October 1, 2023 – September 30, 2024	\$88.20 per vehicle hour

CapMetro Source of Funds for Payment of Contracted Service: 100% Local Funds

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

ATTACHMENT SOS-5
**SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 2 TO MASTER
REGIONAL MOBILITY AGREEMENT**

Route 214 – Northwest Feeder

1.0 GENERAL PURPOSE

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

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

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

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

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

2.0 DESCRIPTION OF CONTRACTED SERVICE

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

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 31

Estimated Total Hours Annually = 8,167.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required.

5.0 SERVICE PERIOD

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

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

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

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

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

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

At its discretion, Capital Metro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by Capital Metro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition. All vehicles shall be capable of comfortably seating a minimum of twelve (12) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

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

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

8.0 EQUIPMENT CONDITION

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

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

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

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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

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

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

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

12.0 HOLIDAY SCHEDULE

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

13.0 TRAINING

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

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

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

All training programs shall be subject to Capital Metro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

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

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

15.0 REMOVAL

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

- a. Committing unsafe or inappropriate acts while providing service.
- b. Failure to follow Capital Metro policies and procedures.

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

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the transportation service in accordance with the Supplement. CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. Capital Metro's Program Manager, Bus Contracts shall be Capital Metro's Project Manager for this Supplement.

17.0 SUPERVISION

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

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

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

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

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

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

20.0 CUSTOMER COMPLAINTS

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

21.0 NATIONAL TRANSIT DATABASE REPORTING

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

22.0 PERFORMANCE SPECIFICATIONS

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

The following are the performance specifications:

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

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING AND PUBLIC RELATIONS

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

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

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

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

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

27.0 SAFETY AND SECURITY

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

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

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

Operations, Planning and Safety Committee **Item #:** AI-2023-955

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 5 to Contracted Services Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Route 990 - Manor Express for fiscal year 2024 in an amount not to exceed \$185,397.

FISCAL IMPACT:

Funding for this action is available in the FY2023 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 13, 2023.

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

Supplement No. 4 to the Master Regional Mobility Agreement allows for the provision of transit service to the Manor area via Route 990 - Manor Express. CARTS provides the vehicle, fuel, operations and maintenance for this service and CapMetro reimburses CARTS for its costs.

The current Contracted Service Supplement No. 4, which allows for CARTS to operate Route 990 - Manor Express, expires on September 30, 2023. This resolution authorizes the fifth amendment to Contracted Service Supplement No. 4 to extend the term through fiscal year (FY) 2024. Service cost per vehicle hour will be \$88.20. The total cost of the service for FY 2024 is estimated not to exceed \$185,396.40 for 2,102 estimated vehicle hours.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-955

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize that Contracted Services Supplement No. 4 for the provision of Route 990 - Manor Express by the Capital Area Rural Transportation System (CARTS) requires an amendment to extend the term.

NOW, THEREFORE, BE IT RESOLVED that the Interim President & CEO, or her designee, is authorized to finalize and execute Amendment No. 5 to Contracted Services Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Route 990 - Manor Express for fiscal year 2024 in an amount not to exceed \$185,397.

**Secretary of the Board
Becki Ross**

Date: _____

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

(Route 990 – Manor Express)

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

RECITALS

- A. Whereas, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (“Agreement”); and,
- B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 4 dated effective May 1, 2015, for CARTS to provide transportation services for CapMetro Route 990 – Manor Express (“Supplement”); and,
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective September 25, 2017 (“Amendment No. 1”); and,
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective October 2, 2020 (“Amendment No. 2”) and,
- E. Whereas, the Parties entered into that certain Amendment No. 3 to the Supplement effective September 30, 2021 (“Amendment No. 3”) and,
- F. Whereas, the Parties entered into that certain Amendment No. 4 to the Supplement effective September 30, 2022 (“Amendment No. 4”) and
- G. Whereas, the Parties desire to further amend the Supplement.

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

AGREEMENT

A. AMENDMENT.

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

CARTS agrees to provide to CapMetro, the transportation services described in Attachment SOS-5 (“Scope of Services”) attached and incorporated herein for all purposes (“Contracted Service”). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-5 and the Agreement.

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

B. FEES FOR SERVICES. For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-5 (“Schedule of Fees and Payments”) attached and incorporated herein for all purposes.

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

2. C. TERM. The term of this Supplement will commence on May 1, 2015, (“**Effective Date**”) and terminate on September 30, 2024. Either Party may terminate this Supplement, in whole or in part, without cause, upon sixty (60) days’ advance written notice to the other party. In the event of such termination, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro to be paid to CARTS. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner CapMetro directs.

B. NOT TO EXCEED AMOUNT. Payments made under the Supplement for the FY 2024 period beginning October 1, 2023, and ending September 30, 2024, shall not exceed \$185,396.40.

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

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

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

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

[Signature Page Follows]

In Witness Whereof, the Parties have caused this Amendment to be executed by their undersigned, duly authorized representatives to be effective as of October 1, 2023.

Capital Metropolitan Transportation Authority

By: _____

Name: Dottie Watkins

Title: President and CEO

Date: _____

Capital Area Rural transportation System

By: _____

Name: David L. Marsh

Title: General Manager

Date: _____

Attachments:

ATTACHMENT SFP-5 - Schedule of Fees and Payments

ATTACHMENT SOS-5 - Scope of Services

ATTACHMENT SFP-5
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 4 TO MASTER REGIONAL
MOBILITY AGREEMENT

Route 990 – Manor Express

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

October 1, 2017 – September 30, 2018	\$71.03 per vehicle hour
October 1, 2018 – September 30, 2019	\$73.16 per vehicle hour
October 1, 2019 – September 30, 2020	\$75.74 per vehicle hour
October 1, 2020 – September 30, 2021	\$75.74 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.05 per vehicle hour
October 1, 2023 – September 30, 2024	\$88.20 per vehicle hour

CapMetro Source of Funds for Payment of Contracted Service: 100% Local Funds

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

ATTACHMENT SOS-5
SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 4
TO MASTER REGIONAL MOBILITY AGREEMENT

Route 990 – Manor Express

1.0 GENERAL PURPOSE

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

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

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

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

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

2.0 DESCRIPTION OF CONTRACTED SERVICE

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

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 11.

Estimated Total Hours Annually = 2,102.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required.

5.0 SERVICE PERIOD

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

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

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

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

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

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

At its discretion, CapMetro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by CapMetro as to the appearance, cleanliness and condition of a vehicle shall

be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

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

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

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

8.0 EQUIPMENT CONDITION

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

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

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

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

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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

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

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

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

12.0 HOLIDAY SCHEDULE

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

13.0 TRAINING

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

- a) Six (6) hours of defensive driving training and two (2) hours of overview of CapMetro service. CARTS shall be responsible for providing a certified defensive driving course for all bus operators, prior to driving.
- b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hours of refresher training.
- c) The cost of bus operator's wages during training shall be borne by CARTS.

- d) CARTS shall be required to ensure all bus operators are aware of proper customer communication practices required for polite customer assistance and participate in customer service training for at least two (2) hours annually.
- e) CARTS shall ensure all bus operators complete training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any bus operator who demonstrates a lack of appropriate training.

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

All training programs shall be subject to CapMetro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

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

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

15.0 REMOVAL

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

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

16.0 PERSONNEL

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

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

17.0 SUPERVISION

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

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

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

- a) CapMetro employees, contractors or dependents with valid identification.
- b) Seniors or persons with disabilities with the proper CapMetro issued identification card.
- c) K – 12 students, with valid ID.
- d) Ten (10) and younger must be accompanied by someone twelve (12) or older.
- e) UT students, faculty or employees presenting a valid UT identification card.
- f) Complimentary tickets or ticket passes.

CapMetro shall notify CARTS of changes in the fare structure.

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

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

20.0 CUSTOMER COMPLAINTS

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

21.0 NATIONAL TRANSIT DATABASE REPORTING

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

22.0 PERFORMANCE SPECIFICATIONS

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

The following are the performance specifications:

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

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING AND PUBLIC RELATIONS

CapMetro shall furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Contracted Service. CARTS shall distribute CapMetro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public

education programs and projects undertaken by CapMetro from time to time. CapMetro shall be the exclusive public media spokesman in connection with the Contracted Service.

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

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

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

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

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

27.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. CapMetro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan ("SMS") and CARTS shall ensure that the principles of

SMS are included in the Contracted Service operation. CARTS shall provide CapMetro with a copy of such plan.

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

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

DRAFT

Operations, Planning and Safety Committee **Item #:** AI-2023-958

Agenda Date: 9/13/2023

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a five-year Trackage Agreement with the Austin Steam Train Association (ASTA) for ASTA's use of a portion of the Giddings to Llano line for the provision of Excursion Rail Passenger Service, in exchange for the right for CapMetro to use a portion of ASTA's adjacent real property for maintenance, storage, and other operations.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community |
| <input type="checkbox"/> 3. Workforce | <input type="checkbox"/> 4. Organizational Effectiveness |

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This action will allow Capital Metro to continue to foster a culture of safety and to deliver a customer-friendly experience through our people and systems by providing the Austin Steam Train Association with the use of a portion of the Giddings-Llano Line for excursion rail passenger services.

BUSINESS CASE: The agreement with the Austin Steam Train Association (ASTA) will allow the provision of excursion rail passenger services using a portion of Capital Metro's Gidding-Llano Line, in exchange for CapMetro's use of ASTA's adjacent real property for maintenance, storage, and other operations.

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

Planning and Safety Committee on September 13, 2023.

EXECUTIVE SUMMARY: Capital Metro recognizes that the Excursion Rail Passenger Service provides historical, cultural, and recreational benefits to the public. The mission of ASTA is to preserve, interpret and re-create the first-hand experience of historic steam-era railroading for the enjoyment and edification of today's families and the generations to come. In 1992, Capital Metro and the City of Austin approved an agreement with Austin Steam Train Association (ASTA) to use a portion of the Giddings-Llano line for excursion rail passenger services. In 1996, Capital Metro approved an agreement with Austin Steam Train Association (ASTA), which has been continually renewed as each agreement's term was reached. This item renews the agreement for an additional five years, through September 2028, in exchange for the right for CapMetro or its commuter rail contractor to use a portion of ASTA's adjacent real property for maintenance, storage, and other operations.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Rail Operations

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-958

WHEREAS, the Capital Metro Transportation Authority Board of Directors and Capital Metro management endeavor to continue to provide the Austin Steam Train Association access to a portion of the Giddings-Llano Line for excursion rail passenger service; and

WHEREAS, in exchange for the right to use a portion of the Giddings to Llano Line for excursion rail passenger service, the Austin Steam Train Association will allow Capital Metro or its commuter rail contractor to use a portion of its adjacent real property, being Lot 2 of the Cedar Park Railroad Subdivision in Williamson County, Texas, for maintenance, storage, and other operations; and

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors hereby authorizes the President & CEO, or her designee, to finalize and execute a five-year Trackage Agreement with the Austin Steam Train Association (ASTA) for ASTA's use of a portion of the Giddings to Llano line for the provision of Excursion Rail Passenger Service, in exchange for the right for CapMetro to use a portion of ASTA's adjacent real property for maintenance, storage, and other operations.

**Secretary of the Board
Becki Ross**

Date: _____

CapMetro

Excursion Rail Passenger
Service Trackage Agreement
Austin Steam Train
Association

Excursion Rail Passenger Service Trackage Agreement - Austin Steam Train Association

- The agreement with the Austin Steam Train Association will allow the provision of excursion rail passenger services using a portion of Capital Metro's Giddings-Llano Line.
- Long lasting relationship with CapMetro
- CapMetro provides General Liability and Railroad Liability Insurance and ASTA insures all other risk
- Fosters a customer friendly experience to the community.
 - Special Trains
 - Pumpkin Express
 - North Pole Flyer
 - Thomas the Tank
 - Princess Flyer
 - Superhero Flyers
 - Wine Train

SOUTHERN PACIFIC 786



Pictures of Steam Loco and Loco with Cars



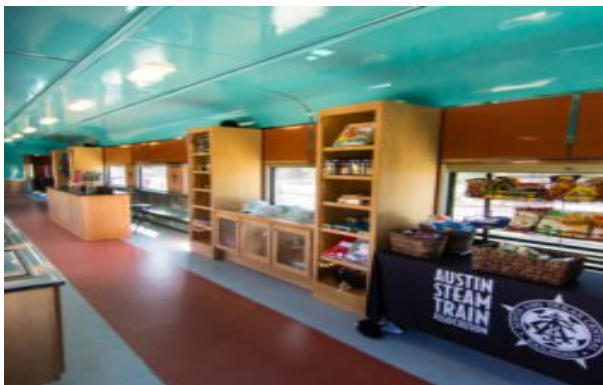
ALCO DIESEL 442 and HZRX DIESEL 3134



Examples of Coach Cars



Dinner
Cars



Store
Car



Coach
Car

CapMetro

Thank You!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2023-916

Agenda Date: 9/13/2023

Proposed January 2024 Service Changes

To: CapMetro Board of Directors
 From: Sharmila Mukherjee, EVP, Chief Strategic Planning and Development Officer
 Date: August 23, 2023
 Re: Proposed January 2024 Service Changes

Service changes provide CapMetro an opportunity to adjust its services to meet the needs of customers and efficiently use our resources. Service changes occur up to three times a year typically in January, June, and August. These changes coincide with local school and university calendars.

The service change process is guided by the revised Service Standards and Guidelines, which the board approved at its June 2023 board meeting. CapMetro's service change process is illustrated below (Figure 1) and additional information about how service changes are developed, evaluated, approved and ultimately implemented is available on our website at capmetro.org/servicechange.

Figure 1: CapMetro Service Change Process



The proposed January 2024 service change process includes a robust community engagement phase that involves notifying elected officials, key stakeholders, and communities at-large, and soliciting input from potentially impacted interests. CapMetro will share information about its proposed January 2024 service changes, review community feedback, and summarize its community engagement efforts prior to bringing the proposed service change to the board for approval in October 2023. A public involvement plan is included in Appendix C.

These proposed changes are classified as a major service change since routes are recommended for discontinuance or there is a major modification which causes a 25% or greater change in the number of daily service hours provided. Therefore, a public hearing is required, and the community will have

an opportunity to formally comment on the proposed service changes during a scheduled public hearing before the board considers acting on this item.

The following is a high-level summary of the proposed service changes for January 2024.

- **Discontinuation of Service Suspension and Service Change for Reductions** – Service suspensions on Express routes 981 and 987, E-Bus are proposed to become permanent. Daily service frequency reductions on Routes 18, 217, & 335 would now be an official service change. These routes consistently had the lowest average daily ridership and lowest performance when compared to other High-Frequency Routes.
- **Minor Bus Schedule Adjustments** – To improve on-time performance, select routes may receive minor adjustments to their schedules.
- **Minor Rail Schedule Adjustments** – Rail on Weekdays and/or Saturdays may receive minor schedule adjustments to ensure more efficient and reliable service.
- **New Pickup Zone** – Implement a new Dove Springs Pickup zone in southeast Austin that will provide a flexible service in southeast Austin and a connector to the future Pleasant Valley MetroRapid service.

The proposed changes are in accordance with CapMetro's proposed FY 2024 budget. If approved, the changes would be implemented on Sunday, January 14, 2024. Appendix A describes the specifics of the recommendations.

Bus

As part of our ongoing commitment to best serve the community and stewarding limited resources responsibly, CapMetro implemented several data-driven service adjustments and reallocations during the pandemic. We faced challenges maintaining service levels due to a shortage of operators, mechanics, vehicles, replacement parts, and numerous other unexpected changes. In March of 2020, we temporarily suspended Express Routes 981 and 987, and in September of 2021, we temporarily suspended E-Bus service and reduced daily service frequencies on Routes 18, 217 and 335. The decision to temporarily suspend these services and reduce frequencies was not taken lightly but was treated as a necessary step to efficiently distribute limited resources to provide reliable service for our customers overall.

CapMetro's original intention was to restore these routes to their original service levels once various resources were available and transit demand returned. However, determining the timelines and processes for restoring service has proven to be unpredictable given the number of factors that influence this process -- recruitment, successful hiring, availability of vehicles and replacement parts, to name a few. In addition, there have been long-lasting shifts in travel patterns and demand that continue to necessitate reallocating limited CapMetro resources to other services.

Prior to the start of the pandemic, Routes 18, 217, & 335 consistently had the lowest average daily ridership and lowest performance when compared to other High-Frequency Routes. They continued to have low performance compared to other High-Frequency Routes during the pandemic. When CapMetro needed to reduce service in fall of 2021, these routes were selected due to lagging ridership. By providing service on these routes every 30 minutes, we aim to ensure that customers still have access to transit. The reclassification does not apply to temporary weekend frequency reductions for

our High-Frequency routes. CapMetro still plans to reinstate 15-minute weekend frequencies for our High-Frequency routes once resources become available.

Commuter routes continue to have low ridership due to changing work patterns. The proposed discontinued Routes 981 and 987 have viable substitutes that ensure continued transportation options for commuters. More specifically, customers who use Route 981 can utilize Route 982 as an alternative, and those who use Route 987 have the option to switch to the Red Line and Route 985.

E-Bus service (Routes 410, 411, and 412) previously operated on Thursday, Friday, and Saturday nights from 10:00 p.m. to 3:00 a.m. during the University of Texas' Fall and Spring semesters. Before the suspension, ridership on the E-Bus had been declining as students chose other options to travel downtown. CapMetro temporarily suspended E-Bus service during Fall 2021 and encouraged customers to utilize our Night Owl service as a viable alternative with 6-days-a-week year-round service.

Staff recommends discontinuing the suspended service status of these service adjustments and confirming an official service change, based on current availability of resources, and needs. The update ensures that we are reliably meeting our established service levels and communicating clearly and transparently to our customers and the public. The board reviewed a Title VI service equity analysis for the suspension of Routes 981 and 987 in January 2022. A service equity analysis for E-Bus and Routes 18, 217 & 335 showed no disparate impact or disproportionate burden on our customers. Both service equity analysis memos are included in Appendix B.

Pickup

Pickup has provided over 650,000 trips since its inception on June 3, 2019, and ridership continues to increase in 2023. The service is currently providing an average of 1,351 weekday trips. Pickup's continued popularity drives CapMetro to expand this service to other parts of our service area.

Staff proposes a new zone, Pickup Dove Springs, that will provide a flexible service in southeast Austin and a connector to the future Pleasant Valley MetroRapid service. Pickup Dove Springs was planned to provide a neighborhood and activity-centered transit solution in an area of Austin that has been historically underinvested in and where typical fixed route transit services were inefficient due to the current geography and street grid connectivity. Pickup Dove Springs is planned to launch in January 2024 before the future Pleasant Valley MetroRapid and will provide first/last mile service to Route 7, Route 311 and Route 333. The zone will be bordered by IH-35 to the west, E. Ben White Blvd to the north, E. Stassney Ln to the east, and E. William Cannon Dr. to the south (see Appendix D for map). Pickup Dove Springs will include destinations such as HEB, Travis County Association for the Blind, Austin Lighthouse for the Blind, the future site of the Dove Springs Medical Center and numerous schools, elementary through high school.

Initial public engagement efforts for Pickup Dove Springs began on May 11, 2023, with the launch of an online survey and concluded on June 25, 2023. CapMetro's Community Engagement team informed stakeholder groups and key leaders of the proposed new service and reached out to select businesses and organizations throughout the proposed zone to seek input on destinations, service levels and other zone details. CapMetro sent 12,000 postcards to Dove Springs businesses and residents encouraging survey participation, held two public meetings, engaged local schools, conducted at-stop outreach, led information sessions at six community-based events in and around the proposed zone, and promoted the survey on social media. Staff provided English and Spanish engagement materials

and created accessible documents for meeting with the Lighthouse for the Blind, including accessible PowerPoint and recorded presentations, large-text posters, and braille materials. More than one hundred surveys were received because of these efforts.

The zone would launch on Monday, January 15, 2024. Two vehicles would operate simultaneously between 7am – 7pm Monday-Friday and 10am – 6pm Saturday¹. The number of vehicles could increase after the zone launches based on demand and ability to meet our 15-minute response time. The average monthly cost is expected to be \$51,000 to operate, which is in accordance with CapMetro’s proposed FY 2024 budget.

Regional Coordination

The CapMetro Government Affairs team, in close coordination with Planning and Development staff continues to facilitate engagement opportunities and ongoing communication with all cities within CapMetro’s service area. As part of the update to the Service Standards and Guidelines, staff met with member cities and non-member regional partners, in coordination with the Regional Transportation Coordination team, to explore ways to strengthen our service change process. These discussions helped shape our conversations around incorporating regional feedback in service change processes. A memo updating the board on staff’s member city outreach was provided in the July 24th board meeting agenda packet.

In addition, CapMetro’s Regional Planning team, in close coordination with Government Affairs staff, facilitates partnerships, Transit Development Plans (TDPs) and transit service agreements with jurisdictions within the Central Texas urbanized area, but outside of the CapMetro service area. The team is working with Buda, Pflugerville, and Travis County on their TDPs. There will be several agreements with regional partners to continue transit service into FY24 September Board meeting.

As we develop service change proposals, staff will work with each jurisdiction to solicit input, understand their concerns, evaluate existing and future services, identify any practicable solutions and address issues that may occur. In the future, all service evaluations will follow the process outlined in the updated Service Standards and Guidelines, allowing for several points of engagement with the public. As part of CapMetro’s upcoming Service Planning process, staff will also coordinate on communicating proposed service changes to help facilitate an exchange of information and understanding among our regional partners and address any concerns.

Service Planning

While the proposed January 2024 Service Change includes discontinuing suspended service and making permanent service changes to select routes, staff are about to start CapMetro’s next 5-10-Year Transit Plan. Our previous 5-10-year plan, Connections 2025, yielded our most recent transit system re-design, Cap Remap, that increased the frequency and reliability of our services and resulted in a month-over-month, year over year increase in ridership from June 2018 until March 2020. The upcoming service planning effort will culminate in a detailed implementation and vision plan to coordinate and implement all current and future CapMetro services in a way that aligns with community needs today. During this process we will identify how people are traveling in the central Texas region and evaluate the entire system to identify where services are meeting our customer’s needs and where there are opportunities for improvements. During this process, CapMetro will meaningfully engage with the community and prioritize a public participatory and inclusive process to

¹ The August 10, 2023 memo stated operating hours as 6am-7pm Monday – Friday.

ensure we capture representative feedback and equip the board with information to make informed decisions.

Should Board Members have any questions regarding the proposed changes, they should contact Ed.Easton@capmetro.org.

Appendixes

- Appendix A – Summary of January 2024 Proposed Service Changes
- Appendix B – August 2021 Service Change Equity Analysis (distributed to the Board in November, 2021)
- Appendix C – Proposed Dove Springs Pickup Zone Map

TO: Capital Metro Board of Directors

FROM: Sharmila Mukherjee, Executive Vice-President, Planning & Development

DATE: November 15, 2021

SUBJECT: August 2021 Service Change Equity Analysis

Summary

In response to the ongoing COVID-19 pandemic, Capital Metro has provided service at varying levels. As of the August 2021 service change, most service was restored to its pre-pandemic level. However, two sets of changes have been in place since March of 2020 and a service equity analysis was conducted for these changes. The changes are to commuter bus service and to university service routes.

No disparate impact was identified. These changes are not disproportionately borne by minority populations. There is no disproportionate burden by low-income populations for the university service routes. A disproportionate burden was identified for the commuter bus service changes. The disproportionate burden impacts were minimized through an intentional approach to reducing service and the availability of alternatives. Since Capital Metro took steps to minimize the disproportionate burden impacts, these changes can proceed.

Additional information regarding the analysis is contained in this memo.

Analysis

The analysis was conducted in accordance with Title VI policies adopted by the board on June 28, 2021. Since service levels for individual commuter bus service and university service routes were reduced by more than 25% a service equity analysis is required. The service equity analysis was conducted using the Title VI component of Remix Transit, an online transit planning software¹. The output of the Remix Transit VI analysis is then summarized to compare the people trips for minority/low-income to non-minority/non-low income for the prior service to the existing service. A difference of 2 percentage points or more results in a disparate impact/disproportionate burden (see following tables).

¹ Remix Transit Title VI methodology can be found at <https://help.remix.com/en/articles/1439215-remix-101-using-the-remix-title-vi-engine>

Commuter Bus Service

Commuter bus service includes express and flyer bus routes. Ten of Capital Metro's commuter routes have had their service reduced in response to COVID while two routes have been suspended (Routes 981 & 987). Commuter routes have experienced a 90% decrease in ridership as employees have worked from home or work alternative schedules. With the Delta variant surge, many employers delayed plans for employees to return to the office. The demand for commuter service remains low and commuter routes have been adjusted to meet this reduced demand. Four of these 12 routes are classified as minority routes. Every route that was reduced or suspended qualify as a major service change.

Disparate Impact (Minority)

Minority populations experienced a 73.4% reduction and non-minority populations experienced a 74.5% reduction. Since minority populations experience fewer reductions than non-minority populations, there is no disparate impact.

	Non-Minority People Trips	Minority People trips
After	127,943,190	98,513,640
Before	501,034,455	370,217,925
Percent Change	-74.5%	-73.4%
Percentage Point Difference	-1.1%	

Disproportionate Burden (Low-Income)

Low-income populations experienced a 76.8% reduction and non-low income populations experienced a 72.6% reduction. Since low-income populations experience more reductions than non-low income populations, there is a disproportionate burden. Capital Metro's Title VI policy states "Capital Metro will take steps to avoid, minimize or mitigate impacts when practicable". Because of the 90% loss in commuter ridership Capital Metro needed to reduce commuter service to use our resources wisely. When reducing service, Capital Metro attempted to retain the trips with the highest ridership so that the fewest customers would be impacted. The Red Line also provides an alternative service for many of the commuter routes allowing residents of Capital Metro's northwest service area to access the largest commuter destinations: University of Texas, Capitol Complex and downtown. The disproportionate burden impacts were minimized through the intentional approach to reducing service and the availability of alternatives.

	Non-Low-Income People Trips	Low-Income People trips
After	160,474,784	65,982,046
Before	586,735,443	284,516,937
Percent Change	-72.6%	-76.8%

University Service Routes

University service is the routes that serve the University of Texas. Five of the 12 routes experienced a major change resulting from the elimination of three combo routes that operated on Sundays and weekday evenings. Instead of combining routes, additional service was added to the individual routes resulting in a service improvement. All the affected routes are classified as minority routes.

Disparate Impact (Minority)

Minority populations experienced a 10.4% reduction and non-minority populations experienced an 11.7% reduction. Since minority populations experience fewer reductions than non-minority populations, there is no disparate impact.

	Non-Minority People Trips	Minority People trips
After	1,357,985,415	1,278,542,205
Before	1,537,597,725	1,427,162,835
Percent Change	-11.7%	-10.4%
Percentage Point Difference	-1.3%	

Disproportionate Burden (Low-Income)

Low-income populations experience a 9.2% reduction and non-low income populations experience a 12.6% reduction. Since low-income populations experience fewer reductions than non-low income populations, there is no disproportionate burden.

	Non-Low-Income People Trips	Low-Income People trips
After	1,450,279,789	1,186,247,831
Before	1,658,715,429	1,306,045,131
Percent Change	-12.6%	-9.2%
Percentage Point Difference	-3.4%	

To: CapMetro Board of Directors
From: Sharmila Mukherjee, Executive Vice-President, Planning & Development
Date: August 7, 2020
Re: January 2024 Service Change Equity Analysis

Summary

In September of 2021, CapMetro temporarily suspended E-Bus service and reduced daily service frequencies on Routes 18, 217 and 335. The decision to temporarily suspend these services and reduce frequencies was a necessary step to efficiently distribute limited resources to provide reliable service for our customers. Staff is recommending that the status of these service adjustments be classified as permanent, based on current availability of resources and needs. The update ensures that we are reliably meeting our established service levels and communicating clearly and transparently to our customers and the general public.

Analysis revealed no disparate impact borne by minority populations or disproportionate burden borne by low-income populations. CapMetro's Title VI policy states "Capital Metro will take steps to avoid, minimize or mitigate impacts when practicable". CapMetro minimized the impacts of these changes by making sure alternative service exists. Changes were implemented due to limited resources and mitigation options were not possible.

Additional information regarding the analysis is contained in this memo.

Analysis

The analysis was conducted in accordance with Title VI policies adopted by the board on June 28, 2021. Since service levels for Routes 18, 217, 335 and E-Bus (Routes 410, 411, & 412) were reduced by more than 25% a service equity analysis is required. The service equity analysis was conducted using the Title VI component of Remix Transit, an online transit planning software. The output of the Remix Transit VI analysis is then summarized to compare the people trips for minority/low-income to non-minority/non-low income for the prior service to the existing service. A difference of 2 percentage points or more results in a disparate impact/disproportionate burden (see following tables).

Route 18, 217, and 335

Prior to the start of the pandemic, Routes 18, 217, & 335 consistently had the lowest average daily ridership and lowest performance when compared to other High-Frequency Routes. They continued to have low performance compared to other High-Frequency Routes during the pandemic. When CapMetro needed to reduce service in fall of 2021, these routes were selected due to lagging ridership. These routes now operate every 30 minutes, to ensure that customers still have access to transit.

Disparate Impact (Minority)

Minority populations experienced a 42.4% reduction and non-minority populations experienced an 42.9% reduction. Since the percentage point difference is less than CapMetro's 2% threshold, there is no disparate impact.

	Non-Minority People Trips	Minority People trips
After	401,986,095	253,465,280
Before	704,521,805	439,866,965
Percent Change	-42.9%	-42.4%
Percentage Point Difference	0.57%	

Disproportionate Burden (Low-Income)

Low-income populations experienced a 42.6% reduction and non-low income populations experienced a 42.8% reduction. Since the percentage point difference is less than CapMetro's 2% threshold, there is no adisproportionate burden

	Non-Low-Income People Trips	Low-Income People trips
After	530,846,771	124,604,604
Before	927,356,124	217,032,646
Percent Change	-42.8%	-42.6%
Percentage Point Difference	0.17%	

E-Bus

E-Bus service (Routes 410, 411, and 412) operated on Thursday, Friday, and Saturday nights from 10:00 p.m. to 3:00 a.m. during the University of Texas' Fall and Spring semesters. Before the suspension, ridership on the E-Bus had been declining as students chose other options to travel downtown and service span and frequency had previously been reduced. CapMetro's Night Owl service is an alternative with 6-days-a-week year-round service.

Disparate Impact (Minority)

Both minority and non-minority populations experienced a 100% reduction. Since minority and non-minority populations, there is no disparate impact.

	Non-Minority People Trips	Minority People trips
After	0	0
Before	31,000,970	43,729,290
Percent Change	-100.0%	-100.0%
Percentage Point Difference	0.0 %	

Disproportionate Burden (Low-Income)

Both low-income and non-low income populations experienced a 100% reduction. Since the reduction is equally borne by low-income and non-low income populations, there is no disproportionate burden.

	Non-Low-Income People Trips	Low-Income People trips
After	0	0
Before	40,440,559	34,289,701
Percent Change	-100.0%	-100.0%
Percentage Point Difference	0.0 %	

PROPOSED January Service Change 2024

CapMetro January Service Change 2024 Public Involvement Plan

Overview

We are committed to enhancing the efficiency and inclusivity of our transit system while responsibly utilizing our resources. This plan outlines our approach to engaging the public, integrating their insights, and ensuring transparency in the decision-making process as we implement service changes. Our dedication to delivering transit services drives us to proactively adjust our offerings. Up to three times annually, coinciding with local school and university calendars, we conduct service changes to align with evolving community demands, maximizing efficiency and optimizing the use of our resources in providing public transportation services.

The summary of January 2024 service change process includes:

- **Permanent Service Suspension and Reductions:** To provide clarity and stability, we will classify certain routes for permanent suspensions or reductions based on current resource availability and transit demand.
- **Minor Bus and Rail Schedule Adjustments:** We are implementing minor adjustments to bus and rail schedules to improve on-time performance and reliability.
- **New Dove Springs Pickup Zone:** Our focus on underserved areas drives us to introduce the Dove Springs Pickup zone, delivering reliable transit options to the southeast Austin community, connecting vital destinations efficiently.
- **Strengthening Regional Coordination:** Collaborating with regional partners and member cities is pivotal to achieving our vision. Together, we address concerns, assess service effectiveness, and make collective decisions that shape a prosperous transit landscape for our region.
- **Governed by Revised Service Standards and Guidelines:** Ensuring consistency and accountability is essential in the service change process. The board-approved revised Service Standards and Guidelines (SSG) guide our approach, guaranteeing that each decision serves the best interests of our esteemed customers.
- **Public Hearings for Major Service Changes:** As part of our commitment to public involvement, we will be conducting a public hearing to gather feedback on these significant service changes. Insights and needs will be reviewed and when possible, integrated into the decision-making process.

What does public involvement look like for the agency?

Capital Metro (CapMetro) is committed to public engagement on all changes to its services and follows all Federal Transit Administration (FTA) and Title VI requirements, and the agency's formal policies and procedures. All engagement involves community stakeholders, leaders, and operations staff during proposal preparation. This commitment to engagement helps to ensure that the agency's services are responsive to the needs of the communities it serves.

The agency presents service changes of any size to its Board of Directors for approval, providing the public with a final opportunity to provide feedback before a decision is made. After approval, the agency conducts additional outreach in impacted areas to ensure awareness of the upcoming changes and alternatives to service.

PROPOSED January Service Change 2024

The agency also provides the Board of Directors with updates on the results of service changes and input from the public after implementation, as demonstrated in the documents provided.

For Major Service Changes, as outlined in the agency's Title VI policies and procedures, a formal hearing is conducted and the selection of the most appropriate form of outreach, as shown in this document.

Project Team:

- **Project Manager:** Lawrence Deeter
- **Planning Team:** Rose Lisska, Emma Martinez, Jordan McGee & Ron Foster
- **Marketing & Communication:** Brandon Guidry & Madhu Singh
- **Community Engagement Manager:** Edna Parra
- **Community Engagement Team:** Peter Breton
- **Government Affairs:** Celso Baez

Coordination Meetings:

- Weekly meetings between July – October 2023

Project Schedule Overview:

- **August Early 2023:** Board Memo
- **August Late 2023:** Outreach and communications to community, stakeholders and elected officials
- **September 2023:** Continued community engagement
- **Mid-October 2023:** Public Hearing
- **October 2023:** Community feedback is compiled and incorporated
- **October 2023:** Board Item
- **January 2024:** Service Change

CapMetro Public Involvement Plans (PIP)

Public Involvement Plans (PIPs) are essential to engage stakeholders and keep them informed of proposed changes effectively. A well-crafted PIP helps agencies establish goals, identify the target audience, define engagement strategies, and provide a timeline for outreach activities. By following a PIP, we can ensure that stakeholders receive the right message at the right time, increasing their trust and support for the proposed changes.

PIPs also allow for flexibility, giving agencies the ability to adjust their strategies if certain engagement methods or tools are not effective. For major planning proposals, a comprehensive PIP is created that outlines the principles, methods, tools, stakeholders, and best practices that will be used to engage stakeholders throughout the public engagement effort. It provides a clear framework for how stakeholders will be informed, consulted, and engaged throughout the process, as well as how feedback and input will be gathered, reported, and integrated into the final planning decisions and proposals.

Principles of Engagement

PROPOSED January Service Change 2024

CapMetro's goals include fostering ongoing engagement and building relationships with stakeholders, promoting transparency, and maintaining an inclusive decision-making process. The following sections detail how the agency implements each principle and the associated practices.

Inclusivity

To achieve inclusivity, we aim to engage with diverse communities through tailored outreach, provide language access, and actively seek input from underrepresented groups in planning and decision-making processes. The following is a non-exhaustive list of stakeholders we include in the process:

- Racial and ethnic minorities, including Black, Indigenous, and People of Color (BIPOC)
- Low-income individuals and families
- People with limited English proficiency or who speak languages other than English
- People with disabilities, including physical, sensory, and cognitive disabilities
- People who have historically been underrepresented in transportation decision-making processes
- Older adults
- Youth and young adults
- Refugees and immigrants
- People experiencing homelessness or housing insecurity
- Schools and educational institutions
- Businesses and business associations
- Community-based organizations and neighborhood associations

We believe that internal stakeholder feedback is essential for successful public engagement. Our Public Involvement Plans are also shared with internal stakeholders, such as the Customer Service Advisory Committee (CSAC), Access Committee, Diversity, Equity and Inclusion (DEI) Council, CapMetro Board of Directors, Austin Transit Staff, Board and Committees, and City of Austin Committees and Staff, for their input. Their feedback helps us improve our engagement efforts and ensures that our proposals align with the agency's goals and objectives.

CapMetro Community Engagement Programs and Partnerships

CapMetro's community engagement programs and partnerships aim to support public involvement plans and projects by implementing innovative ways to reach underrepresented communities. H

Transparency

To achieve transparency, we follow our public engagement policy and provide clear communication through multiple channels, including online resources, public meetings, and newsletters. One of the first steps we take is to create an exhaustive stakeholder list (Appendix A), identifying community members, organizations, leaders, and operators who will be affected by proposed changes. We then develop and follow public involvement plans that outline our outreach strategies and provide opportunities for feedback and input from stakeholders. By following a structured approach to community engagement, we can ensure that the right message is delivered to the right people at the right time, and that their input is taken into account when finalizing plans.

CapMetro's public engagement policy is designed to maintain a comprehensive community involvement program that includes plans for receiving public comments for major decision-making processes and provides an

PROPOSED January Service Change 2024

opportunity for the public to comment on board matters before a vote. This ensures that the public has a say in important decisions that will impact their daily lives and that CapMetro is accountable to the communities it serves.

General Engagement for Planning Proposals

We consistently engage in the following activities to keep the public informed and obtain feedback, regardless of whether a planning proposal has minor or major changes:

1. **General Communications** – We send email service change information to our existing listserv, including timelines and affected areas. We also send MetroAlerts to customers who have signed up for affected stops.
2. **Marketing/Social Media** – We run a social media campaign and provide easy-to-access webpage information for the public.
3. **Board of Directors** – We present all service changes to the board, which provides an opportunity for the public to comment and give feedback on upcoming changes.
4. **Committees and Advisory Groups** – We present service changes to the following CapMetro advisory committees and groups: Customer Service Advisory Committee (CSAC), Access Committee, and the Diversity, Equity, and Inclusion (DEI) Advisory Group.

Tailored Outreach and Community Engagement Methods for January 2024

At the core of our approach lies the understanding that tailoring engagement methods to the unique requirements of each proposed change is essential. To achieve this, we have developed customized methods that take into account the recommendations and requirements from Title VI, FTA, and local policy. Additionally, we consider the scope and impact of the proposed change, the demographics of the affected population, and community input best practices.

For the January 2024 Service Change, our comprehensive menu of engagement methods will include the following:

Public Meetings: Meetings will be held to allow stakeholders to provide input and feedback on proposed changes or initiatives and will be scheduled as needed

Public Input Webpage: We will use online and print opportunities to gather feedback from stakeholders.

One-on-One Meetings: Hold individual meetings with stakeholders and agency representatives.

Social Media: We will use platforms like Facebook, Twitter, and Instagram to inform stakeholders and gather feedback.

Advisory Committees: We will collect feedback from our advisory committees made up of community members who provide advice and feedback to the agency on specific issues.

Public Hearings: Conduct a public hearing to gather feedback from the public on proposed changes or initiatives.

PROPOSED January Service Change 2024

Clear Communication

Toolkit for Effective Engagement and Implementation

Beyond the tailored list of engagement methods mentioned earlier, there are additional approaches that we will employ during *both* the service change engagement and implementation stages. Using diverse engagement methods during implementation, too, streamlines the process, gathers more feedback, and enables easier monitoring. Continued input from the community allows for timely adjustments, identification of issues, and ensures successful service changes.

- **Brochures/Flyers:** Distribute informative collateral during outreach events and at-stop engagements, containing details about the proposed service changes and available options.
- **Listservs:** Utilize existing listservs to explain proposed service changes, and leverage partner organizations' newsletters for promotion through their e-blasts.
- **Social Media:** Engage with the audience and share information on online platforms like Facebook, Twitter, and Instagram. Utilize specific Facebook and Twitter handles to reach out to the public.
- **Advertisements:** Use virtual and print ads across multiple channels, including social media, newspapers, news segments, and other areas for the proposed changes and public hearing.
- **Online forums:** Utilize online forums to gather feedback from the public regarding the proposed changes.
- **Press releases:** Provide media outlets with official statements for the public hearing.
- **Websites:** The CapMetro webpage for service changes will contain comprehensive information about the proposed service changes.
- **Direct Mail/Email:** Communicate directly with individuals or groups about specific topics through direct mail or email.
- **Presentations:** Deliver information to an audience using visual aids and verbal communication.
- **Webinars:** Create and post videos explaining and presenting proposed changes on the Public Input site.
- **Metro Alerts:** Send short, concise messages directly to individuals' phones about proposed service changes and feedback opportunities.
- **TimePoint:** Internally share the service plans and public input plan with all staff to support communication efforts.
- **Map Graphics:** Create a map outlining proposed changes and impacted areas, using graphics from the brochure for Public Input, Social Media, Presentations, etc.
- **At-Stop Signage:** Place signs at stops to inform riders of service changes. Identify specific stops for different services.
- **Print/Online Notices:** Print public hearing notices in publications to inform the public of changes and meet Title VI Equity Analysis requirements.
- **Blogposts:** Use blogs to share information and updates on proposed changes, incorporating content from the brochure.

These methods will be used to ensure that the public is kept informed and involved in the decision-making process for service changes. By engaging with the public, the organization can gather feedback and make informed decisions that meet the needs of the community.

Language Assistance Plan (LAP)

Capital Metro has a Language Assistance Plan (LAP) to provide access to services and programs for individuals with limited English proficiency (LEP). The LAP was updated recently and includes identifying LEP individuals,

PROPOSED January Service Change 2024

providing language assistance measures, training staff, providing notice to LEP persons, and monitoring and updating the plan. The LAP was developed using a four-factor analysis that considered various data sets to determine the languages that require Safe Harbor consideration. The primary language is Spanish, and the Safe Harbor and additional languages include Arabic, Burmese, Chinese (Mandarin), French, Korean, Pashto, Punjabi, Telugu, and Vietnamese.

Capital Metro uses various methods to provide language assistance, such as Google Translate on its website, bilingual customer service and marketing staff, Language Line services, public meetings in Spanish or with simultaneous English/Spanish translations, interpreters by request, and posting public meeting notices in foreign language newspapers. The LAP also includes recommendations to improve service to LEP customers, such as internal awareness, public outreach strategy, materials and documents, translation and interpretation tools and protocols, and employee training or incentives.

General Title VI and LEP Tools

Complying with Title VI and LEP requirements, the following will be done for engagement with Limited English Proficient (LEP) individuals and individuals with disabilities during the public involvement process:

For Limited English Proficient (LEP) Individuals:

- Provide language assistance services, translation, and interpretation.
- Conduct multilingual outreach to inform LEP individuals.
- Post public hearing notice and meeting opportunities in Spanish, and other languages identified.
- Have bilingual staff available to assist at all outreach events.
- Create multilingual written materials when communicating changes.

For Individuals with Disabilities:

- Choose accessible meeting locations.
- Provide assistive listening devices and sign language interpretation if requested.
- Ensure web accessibility.
- Direct email communications for providers and stakeholders for individuals with disabilities.

By following these actions, we will ensure that public involvement in the service change process is inclusive and accessible to diverse communities, including LEP individuals and those with disabilities.

January 2024 Major Service Change PIP

Proposed Service Changes

The January 2024 service change includes a mix of service suspensions, reductions, and minor adjustments across the CapMetro system. The proposed changes are in accordance with the FY 2024 budget. If approved, the changes would be implemented on Sunday, January 14, 2024.

Permanent Service Suspension and Reductions – Service suspensions on Express routes 981 and 987, E-Bus, and daily service frequency reductions on Routes 18, 217, & 335 would now be classified as permanent.

PROPOSED January Service Change 2024

Minor Bus Schedule Adjustments – To improve on-time performance, select routes may receive minor adjustments to their schedules.

Minor Rail Schedule Adjustments – Rail on Weekdays and/or Saturdays may receive minor schedule adjustments to ensure more efficient and reliable service.

New Pickup Zone – Implement a new Dove Springs Pickup zone in southeast Austin.

Key Messaging

There are several key items that we would like to ensure we clearly communicate with our customers while we are conducting this engagement effort.

- **Service Change Overview:** CapMetro's service changes provide us with an opportunity to make necessary adjustments, keeping in mind the demands of our diverse community and optimizing the utilization of our resources. These changes typically occur up to three times a year and the January 2024 service change are listed below.
- **Revised Service Standards and Guidelines:** The service change process is guided by the board-approved Service Standards and Guidelines. View the process here: [SSG](#)
- **January 2024 Service Change Process:** Community feedback will be reviewed and shared before board approval in October 2023.
- **Major Service Change Classification:** Changes are classified as major if routes are discontinued or if there's a 25% or greater change in daily service hours. Major service changes require a Title VI Service Equity Analysis, which requires a public hearing and notice, offering an opportunity for formal public comment, and community comment and feedback opportunities in the decision-making process.

Detailed Explanation of Proposed Changes

The January 2024 service change includes a mix of changes the following provides a detailed explanation of the key changes and the reasoning behind them.

Bus

As part of our ongoing commitment to best serve the community with limited resources, CapMetro implemented several data-driven service adjustments and reallocations during the pandemic. We faced challenges maintaining service levels due to a shortage of operators, mechanics, vehicles, replacement parts, and numerous other unexpected changes. In March of 2020, we temporarily suspended Express Routes 981 and 987, and in September of 2021, we temporarily suspended E-Bus service and reduced daily service frequencies on Routes 18, 217 and 335. The decision to temporarily suspend these services and reduce frequencies was not taken lightly but was a necessary step to efficiently distribute limited resources to provide reliable service for our customers.

CapMetro's original intention was to restore these routes to their original service levels once various resources were available and transit demand returned. However, determining the timelines and processes for restoring service has proven to be unpredictable given the number of factors that influence this process -- recruitment, successful hiring, availability of vehicles and replacement parts, to name a few. In addition, there have been long-lasting shifts in travel patterns and demand that continue to necessitate reallocating limited CapMetro resources to other services.

PROPOSED January Service Change 2024

Prior to the start of the pandemic, Routes 18, 217, & 335 consistently had the lowest average daily ridership and lowest performance when compared to other High-Frequency Routes. They continued to have low performance compared to other High-Frequency Routes during the pandemic. When CapMetro needed to reduce service in fall of 2021, these routes were selected due to lagging ridership. By providing service on these routes every 30 minutes, we aim to ensure that customers still have access to transit, albeit with the need to follow a schedule instead of the spontaneity of just showing up at the bus stop. The reclassification does not apply to temporary weekend frequency reductions for our High-Frequency routes. CapMetro still intends to reinstate 15-minute weekend frequencies for our High-Frequency routes once resources become available.

Commuter routes continue to have low ridership due to changing work patterns. The proposed discontinued Routes 981 and 987 have viable substitutes that ensure continued transportation options for commuters. More specifically, customers who previously used Route 981 can utilize Route 982 as an alternative, while those who used Route 987 have the option to switch to the Red Line and Route 985.

E-Bus service (Routes 410, 411, and 412) operated on Thursday, Friday, and Saturday nights from 10:00 p.m. to 3:00 a.m. during the University of Texas' Fall and Spring semesters. Before the suspension, ridership on the E-Bus had been declining as students chose other options to travel downtown. CapMetro temporarily suspended E-Bus service during Fall 2021 and encouraged customers to utilize our Night Owl service as a viable alternative with 6-days-a-week year-round service.

Staff is recommending that the status of these service adjustments be classified as permanent, based on current availability of resources and needs. The update ensures that we are reliably meeting our established service levels and communicating clearly and transparently to our customers and the general public. The board reviewed a Title VI service equity analysis for the suspension of Routes 981 and 987 in January 2022. A service equity analysis for E-Bus and Routes 18, 217 & 335 showed no disparate impact or disproportionate burden.

Pickup

Pickup has provided over 650,000 trips since its inception on June 3, 2019, and ridership continues to increase in 2023. The service is currently providing an average of 1,351 weekday trips. Pickup's continued popularity drives CapMetro to expand this service to other parts of our service area.

Staff is proposing a new zone, Pickup Dove Springs, that will provide a flexible service in southeast Austin and a connector to the future Pleasant Valley MetroRapid service. Pickup Dove Springs was planned to provide a neighborhood and activity-centered transit solution in an area of Austin that has been historically underinvested in and where typical fixed route transit services were inefficient due to the current geography and street grid connectivity. Pickup Dove Springs is planned to launch in January 2024 in advance of the future Pleasant Valley MetroRapid and will provide first/last mile service to Route 7, Route 311 and Route 333. The zone will be bordered by IH-35 to the west, E. Ben White Blvd to the north, E. Stassney Ln to the east, and E. William Cannon Dr. to the south. Pickup Dove Springs will include destinations such as HEB, Travis County Association for the Blind, Austin Lighthouse for the Blind, the future site of the Dove Springs Medical Center and numerous schools, elementary through high school.

PROPOSED January Service Change 2024

Initial public engagement efforts for Pickup Dove Springs began on May 11, 2023 with the launch of the online survey and concluded on June 25, 2023. The Community Engagement team informed stakeholder groups of the proposed new service and reached out to key businesses and organizations throughout the proposed zone to seek input on destinations, service levels and other zone details. CapMetro sent out 12,000 postcards to Dove Springs businesses and residents encouraging survey participation, held two public meetings, engaged local schools, conducted at-stop outreach, led information sessions at six community-based events in and around the proposed zone, and promoted the survey on social media. Community Engagement provided English and Spanish engagement materials and created accessible documents for meeting with the Lighthouse for the Blind, including accessible PowerPoint and recorded presentations, large-text posters and braille materials. More than one hundred surveys were received because of these efforts.

The zone will launch on Monday, January 15, 2024. Two vehicles will operate simultaneously between 6am – 7pm Monday-Friday. The number of vehicles could increase after the zone launches based on demand and ability to meet our 15-minute response time. The average monthly cost is expected to be \$51,000 to operate, which is in accordance with the FY 2024 budget.

Regional Coordination

The CapMetro Government Affairs team continues communication with all cities within CapMetro's service area. As part of the update to the Service Standards and Guidelines, Government Affairs met with member cities and non-member regional partners, in coordination with the Regional Planning team, to explore ways to strengthen the service change process. This action helped address previously raised concerns on ensuring the voice of these entities is considered as part of the review and decision-making process.

As we develop service change proposals, we will work with each jurisdiction to understand their concerns, evaluate existing and future services, and address issues that occur. In the future, all service evaluations will follow the process outlined in the updated Service Standards and Guidelines, which includes several points of engagement with the public. We will coordinate the proposed changes to help ensure an exchange of information and concerns occurs.

In addition, the Regional Planning team leads partnerships, Transit Development Plans (TDPs) and transit service agreements with jurisdictions within the urbanized area, but outside of the CapMetro service area. The team is currently working with the cities of Buda, Pflugerville, as well as Travis County on their TDPs. Coming up at the September Board meeting there will be several agreements with regional partners to continue transit service into FY24.

Public Engagement Strategy

First Phase: Stakeholder Presentations on Service Evaluation Process (Identify Issues, Develop Proposal, Evaluate Proposals)

In the first phase we will walk the customers through the service evaluation process communicating the issues we identified, the proposal developed and how we evaluated the proposals. CapMetro will actively engaged with stakeholders, including advisory committees, the board, and the public, to gather valuable feedback on the upcoming major service change. We will consider community needs and priorities to shape the proposed adjustments. Their input is crucial in developing a transit system that best serves our diverse community. During this initial phase we will share what we learned from the Customer Care Responses (CCR) and the KPI's.

PROPOSED January Service Change 2024

Second Phase: Public Engagement & Input on Service Change Proposal

To ensure transparency and inclusivity, we are providing multiple opportunities for public input on the proposed service changes. A dedicated public comment webpage will be available, allowing community members to share their thoughts and suggestions. Public notices will be disseminated through various channels to keep everyone informed about the upcoming changes. Additionally, a public hearing will be held, offering a formal platform for community members to voice their opinions and concerns directly to the board before any final decisions are made.

1:1 Board Briefs Presentations	Early August 2023
1:1 Committee Chairs	Mid-August 2023
(ATU) Union Leaders – 1:1 Mtg – with union leadership –	Mid-August 2023
Internal Engagement	Mid-August 2023
Operators/Supervisors: Flyers and mailboxes or monitors or MV emails, Public Safety Ambassadors	Mid-August 2023
Customer Care: Inform them and collect any feedback received for report	Mid-August 2023
Time Point Communications	September 2023
CapMetro Advisory Committees	Early September 2023
Service Change Virtual Presentation	August/September 2023
Public Input Comment Provide Final Engagement Report	October 2023
Communications Throughout Feedback – listed above	Ongoing
If Service Change Proposal needs further review revisit proposal based on customer feedback.	Ongoing

Third Phase: Implementation and Monitoring

Following the public comment period and the public hearing, CapMetro will carefully consider all input received. The proposed service changes, along with any adjustments based on public feedback, will be implemented as planned. We will monitor the effects of these changes on the community and make ongoing assessments to ensure the transit system continues to meet your needs effectively. Report out of all engagement, feedback and monitoring/feedback for 2024

Timeline and Schedule for Stakeholder Meetings

We will consistently engage stakeholders, including community-based organizations (CBOs), board members, and community leaders, in a structured manner. By actively involving these key partners on an ongoing basis, we will gather diverse perspectives and expertise to address community needs effectively.

Timeline and Schedule for Public Meetings (including committees) – Example below

PROPOSED January Service Change 2024

<input type="checkbox"/>	A Task Name	Due...	Execution Date
19	Complete 1:1 with Committee Chairs		8/18/2023
20	Customer Satisfaction Advisory Co...	8/30/2023	9/13/2023
21	Access Committee	8/30/2023	9/6/2023
22	Identify Others:		
23	UT Austin	7/31/2023	7/31/2023
24	Board Memo	8/2/2023	8/4/2023
25	Board Briefings	8/18/2023	8/18/2023
26	Elected Officials		
27	Meetings with Union Completed	8/11/2023	8/11/2023
28	Operator Engagement Completed	8/23/2023	8/31/2023
29	Inform customer care		
30	Invite Marcella and Brian to Wedn...	8/2/2023	
31	Presentation - General	8/11/2023	8/11/2023
32	Identify Issues: Review CCRs	7/21/2023	8/9/2023
33	Identify Issues: Analyze KPIs	7/26/2023	8/9/2023
34	Evaluate Proposals: FTA Title VI An...	7/26/2023	8/9/2023
35	Evaluate Proposals: TTR	7/26/2023	8/9/2023
36	Evaluate Proposals: O&D	7/26/2023	8/9/2023
37	Evaluate Proposals: Cost Feasibility	7/26/2023	8/9/2023

PROPOSED January Service Change 2024

Schedule and Outline for At-Stop and In-Person Outreach – Example below

DATE	DAY	TIME	STOP ID	STOP NAME	REASON	FIRST	LAST	EMAIL	CELL	I WILL USE MY OWN MOBILE DEVICE (Y/N)	BILINGUA	TOTAL RE	
	Mon	7 - 9 AM	1619	Manor & Susquehanna	DIDB meeting								
	Mon	7 - 9 AM	938	7th & Pleasant Valley	DIDB meeting								
	Mon	7 - 9 AM	4288	1820 Pleasant Valley (Riverside HEB)	DIDB meeting								
	Mon	7 - 9 AM	1017	SW Corner of Grove & Fairway (Ruiz Library)	DIDB meeting								
	Mon	4 - 6 PM	1359	NE Corner of Burton & Oltorf	DIDB meeting								
	Mon	4 - 6 PM	554	NW Corner of Bluff Springs and William Cannon	DIDB meeting								
	Mon	4 - 6 PM	2821	SE Corner of Rundberg & Lamar	DIDB meeting								
	Mon	4 - 6 PM	1222	SE Corner of Stassney & Pleasant Valley	DIDB meeting								
	Tues	7 - 9 AM	1359	NE Corner of Burton & Oltorf	DIDB meeting								
	Tues	7 - 9 AM	554	NW Corner of Bluff Springs and William Cannon	DIDB meeting								
	Tues	7 - 9 AM	2821	SE Corner of Rundberg & Lamar	DIDB meeting								
	Tues	7 - 9 AM	1222	SE Corner of Stassney & Pleasant Valley	DIDB meeting								
	Tues	4 - 5 PM	1619	Manor & Susquehanna	DIDB meeting								
	Tues	4 - 6 PM	938	7th & Pleasant Valley	DIDB meeting								
	Tues	4 - 6 PM	4288	1820 Pleasant Valley (Riverside HEB)	DIDB meeting								
	Tues	4 - 6 PM	1017	SW Corner of Grove & Fairway (Ruiz Library)	DIDB meeting								
	Wed	7 - 9 AM	1619	Manor & Susquehanna	DIDB meeting								
	Wed	7 - 9 AM	938	7th & Pleasant Valley	DIDB meeting								
	Wed	7 - 9 AM	4288	1820 Pleasant Valley (Riverside HEB)	DIDB meeting								
	Wed	7 - 9 AM	1017	SW Corner of Grove & Fairway (Ruiz Library)	DIDB meeting								
	Wed	4 - 6 PM	1359	NE Corner of Burton & Oltorf	DIDB meeting								
	Wed	4 - 6 PM	554	NW Corner of Bluff Springs and William Cannon	DIDB meeting								
	Wed	4 - 6 PM	2821	SE Corner of Rundberg & Lamar	DIDB meeting								
	Wed	4 - 6 PM	1222	SE Corner of Stassney & Pleasant Valley	DIDB meeting								
	Thu	7-9 AM	1359	NE Corner of Burton & Oltorf	DIDB meeting								
	Thu	7-9 AM	554	NW Corner of Bluff Springs and William Cannon	DIDB meeting								
	Thu	7-9 AM	2821	SE Corner of Rundberg & Lamar	DIDB meeting								
	Thu	7-9 AM	1222	SE Corner of Stassney & Pleasant Valley	DIDB meeting								
	Thu	4-6 PM	1619	Manor & Susquehanna	DIDB meeting								
	Thu	4-6 PM	938	7th & Pleasant Valley	DIDB meeting								
	Thu	4-6 PM	4288	1820 Pleasant Valley (Riverside HEB)	DIDB meeting								
	Thu	4-6 PM	1017	SW Corner of Grove & Fairway (Ruiz Library)	DIDB meeting								
	Fri	7 - 9 AM	1619	Manor & Susquehanna	DIDB meeting								

Feedback Incorporation

Feedback incorporation is typically done throughout the public involvement process, starting with early engagement efforts and continuing through to the final stages of decision-making. This may involve any of the methods or tools we’ve listed, such as surveys, committee meetings, and engaging in one-on-one discussions with stakeholders. As feedback is received, it is analyzed, and it helps determine what changes need to be made and adjusts proposals or plans accordingly.

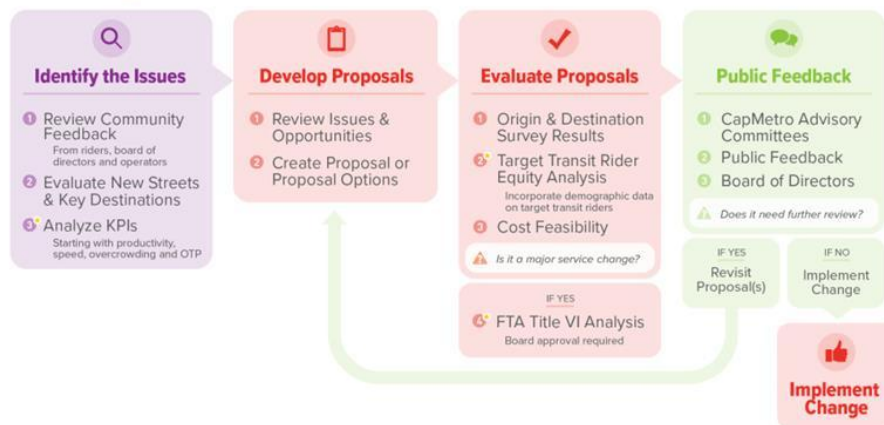
There are several ways to incorporate feedback in service change proposals, such as:

- Analyzing and summarizing the feedback received
- Identifying key themes and concerns raised by stakeholders
- Adjusting proposed changes based on the feedback received
- Providing feedback to stakeholders on how their input was incorporated
- Communicating changes and outcomes to stakeholders
- Updating the Public Involvement Plan to reflect changes and improvements for future engagement efforts

The chart below shows an overview of how we incorporate feedback in service planning change proposals:

PROPOSED January Service Change 2024

Service Change Process



* Step requires data analysis

Public Involvement Report-Out

A public engagement report is a valuable tool for fostering transparency and trust in the public involvement process. It demonstrates that we value community input and encourages future participation. CapMetro has a standard Public Involvement Template that helps create and outline the project and its objectives, reiterate the where, when, and how of engagement activities, describe the engagement methods used, identify who was engaged, outline what was heard from the community, and share the outcomes and next steps.

To showcase the community engagement process, the report has a snapshot of key touchpoints, tools, techniques that were utilized and successful, and recommendations for future public involvement.

Additionally, the report typically has quantitative and qualitative data, highlighting the community's top responses, major themes, concerns, and key issues. Finally, the report should outline how community feedback was considered and applied, including what actions CapMetro will take based on the feedback, what's coming up next in the engagement process, and how the community can stay informed and follow the project's progress.

Continuous Engagement

It is crucial to educate the community on the final plans and new services that have been developed through the public involvement process. By doing so, we ensure that community members understand how their feedback and input have been incorporated into the final plans and that they are aware of what to expect from the new CapMetro service. This makes sure that they know their voices were heard and their input and opinions were taken into account.

In implementing different options from the engagement best practices listed above, CapMetro will consider a variety of information and educational methods to communicate with the community about the final plans and new services. These methods will include informative brochures, websites, presentations, and social media posts, like those used during the initial public involvement phases. By employing these practices, CapMetro aims to ensure that the community remains informed, engaged, and empowered throughout the implementation process and future engagement opportunities.

PROPOSED January Service Change 2024

Additionally, continuous monitoring and ongoing communication with the community and stakeholders will be prioritized to gather feedback, make necessary adjustments, and ensure the success of the new service. It is also important to continue monitoring the implementation of the new service and ensuring its success. This can be achieved through ongoing communication with the community and stakeholders, creating feedback opportunities on the new service, and making any necessary adjustments to ensure its effectiveness.

Here are a few best practices CapMetro uses for continued engagement with the community:

- Provide regular updates: Share updates on the project or service regularly with the community.
- Offer additional opportunities for feedback: After the initial public involvement plan, continue to provide opportunities for community feedback. This shows that their input is still valuable and helps to ensure that the service is meeting their needs.
- Conduct surveys: Surveys are a useful tool for gathering feedback from a large number of people. They can be conducted online or in person.
- Empower community leaders: Work with community leaders to help spread the word about the project or service. They can help to engage their networks and bring more people into the conversation.
- Provide educational materials: Providing educational materials about the project or service can help to ensure that the community understands how it works and how it benefits them.

Close the feedback loop: Finally, it's important to close the feedback loop with the community. Let them know how their feedback was used and what changes were made as a result. This helps to build trust and demonstrates that their input is valued.

Close-Out Best Practices

- Close-out meeting with Project Team
- Draft Project Close-Out Report
- Review Close-Out report with Community Engagement Team Manager
- Close Any Granicus items (Discussions, Forum, etc)
- Thank you to team + stakeholders with report
- Document Public Involvement Report
- Clean-up Outlook Contacts Database
- Move Project Folder to _Completed Projects
- Schedule Event for Awareness

PROPOSED January Service Change 2024

Appendix A - List of Partner Organizations

Community-Based Org, Agencies, etc. *highlighted organizations are recommended orgs for 1:1 communications		
Austin Child Guidance Center	Del Valle Community Coalition	Neighborhood Empowerment Foundation
A New Entry	Del Valle Independent School District	North Austin Muslim Community Center
ACC	Disability Rights Texas	Oak Springs Elementary School
ADAPT	Dittmar Recreation Center	OCEAN
African-American Cultural & Heritage Facility	Diverse Arts Culture Works	Olivet Baptist Church
Agape Pregnancy Resource Center	Dolores Catholic Church	One Voice of Central Texas
AGE of Central Texas	Doris Miller Recreation Center	Opportunities for Williamson & Burnet
AIDS Services of Austin	Dove Springs Neighborhood Center	Organization of E Austin Neighborhoods
AISD HeadStart	Dove Springs Proud	Our Lady of Guadalupe Parish
AISD Parent Support Specialists	Downtown Austin Alliance	Paisano Mobile Home Park Assn
AISD Refugee Family Support Office	Dress for Success	Partners in Participation
Allgo	Drive a Senior West Austin	Pecan Springs Neighborhood Assoc.
Alliance for African-American Health in Central Texas	East Austin Conservancy	People Fund
Allison Elementary	East Austin Neighborhood Center	People United for Mobility Action (PUMA)
Amalgamated Transit Union (ATU)	East Cesar Chavez Business District	Planning our Communities
American Association on Intellectual & Developmental Disabilities	East Communities YMCA	Pleasant Valley Neighborhood Association
Angel House Soup Kitchen	East End IBIZ District	PODER
Annunciation Maternity Home	Easter Seals	Professional Women of Williamson
Anti-Displacement Task Force	Eastside Community Church	Promesas Public School
ARC	Ecology Action	Prospanica, Austin Chapter
Area Agency on Aging	EcoRise	Public Works Department – Safe Routes
Asian American Resource Center Nonprofit	El Buen Samaritano	Rainforest Partnership
Austin Area Black Contractors Association	Mexican American Cultural Center	Raising Austin
Austin Area Black Contractor's Association	ECHO	Real Estate Council of Austin
Austin Area Urban League	Equilibrio Norte	Rebekah Baines Johnson Center
Austin Asian Community Health Initiative	Evolve Austin	Refugee Services of Texas
Austin Black Caucus	Explore Austin	River Bluff NA
Austin Chinese American Network (ACAN)	Family Eldercare	Riverside Farms Road Neighborhood Assn.

PROPOSED January Service Change 2024

Austin Chinese-American Network	Farmshare	Riverside Meadows Homeowner's
Austin Commission on Seniors	Fostering Hope	Robertson Hill Neighborhood Association
Austin Community College - Eastview	Foundation Communities	ROCK Ride on Center for Kids
Austin Habitat For Humanity	Foundation for the Homeless	Ronald Mcdonald House Charities of CTX
Austin Heights Neighborhood Association	Front Steps / ARCH	Rosewood Glen Oaks Association
Austin History Center	Generation Serve	Rosewood Neighborhood Contact Team
Austin Hotel & Lodging Association	Givens Recreation Center	Rosewood-Zaragosa Neighborhood
Austin Justice Coalition	Go Austin Vamos Austin (GAVA)	Round Rock Area Serving Center
Austin Latino Coalition	Gonzalo Garza Independence HS	Round Rock El Amistad Club
Austin LGBT Chamber of Commerce	Grassroots Leadership	Round Rock Housing Authority
Austin Lighthouse/Travis Association	Greater Austin Asian Chamber	Round Rock New Neighbors
Austin Mental Health Consumers inc	Greater Austin Black Chamber of Commerce	Round Rock Rotary Club
Austin Neighborhood Council	Greater Austin Chamber of Commerce	Scenic Texas Inc
Austin Parks Foundation	Greater Austin Merchants Association	Senate Hills Homeowners' Association
Austin Public Library	Greater Austin Merchant's Cooperative	Simpson United Methodist Church
Austin Public Library, George Washington Carver Branch	Greater Round Rock Community Foundation	Six Square: Austin Black Cultural District
Austin Recovery	Guadalupe Assn. for an Improved Neighborhood	Souly Austin
Austin Steam Train Association	Gus Garcia Recreation Center	South Asian New Year
Austin Tenants Council	HABLA	South Congress Improvement District
Austin Young Chamber	Hermanos de East Austin	South East Austin Trails & Greenways
Austin Voices	Hispanic Impact Fund/Austin Community Foundation	South River City Citizens Assn.
AustinUP	Hispanic Women's Network of Texas	Southeast Austin Neighborhood Alliance
AVANCE	Holly Neighborhood Coalition	Southeast Combined Neighborhood Team
Backpack Friends Inc	Hope Alliance	Southeast Health and Wellness Center
Backpack Friends, Inc	Housing Authority of the COA (Austin Pathways)	Southwest Keys Program
BASTA (Building and Strengthening Tenant Action)	Housing Authority of the City of Austin (HACA)	Special Olympics Texas Inc
Bat Conservation International	Housing Works	Street Youth Ministry of Austin
Baylor Scott & White	Huston-Tillotson University	Stronger Austin
Big Brothers Big Sisters of Central Texas	I Live Here I Give Here	Sustainable Food Center
Bike Austin	IDEA Public Schools	Swede Hill Neighborhood Association

PROPOSED January Service Change 2024

Black Girls Do Bike	Independent Identity	Texans Can Academy - Austin
Black Leaders Collective	Indian Hills Neighborhood Watch	Texans Care for Children
Black Professionals Alliance	Interfaith Action of Central Texas	Texas Homeless Network
Black Sovereign Nation	Islamic Center of Greater Austin (ICGA)	Texas Humane Heroes
Blackshear Prospects Hills Neighborhood Association	J.J. Seabrook Neighborhood Assn.	Texas Low Income Houstin Information Service
Blocker Consulting	Jail To Jobs	Texas Restaurant Association
Boys & Girls Clubs of Austin	Just Because Ministries of Hope	Texas Rose
Building & Strengthening Tenant Action	Just Liberty	Texas School for the Blind
Campbell Elementary School	Kealing Middle School	Texas School for the Deaf Foundation
Capital City Village	Kealing Neighborhood Association	Texas State Cemetery
Capitol Area Council BSA	Keep Texas Beautiful	Texas Workforce Commission Blind Services
Caritas of Austin	Knowbility Inc	Texas Advocates
Carson Ridge Neighborhood Association	Ladders for Leaders	The Settlement Home for Children
CASA	Lago Vista Area Chamber	The Texas Homeless Network
Casa Marianella	Lakeside Apartments/ Family Elder Care	The Trail Foundation
CASA of Travis County	Las Comadres Para Las Americas	The Williamson Museum
CASA of Williamson County	Latino Healthcare Forum	Todos Juntos Learning Center
Catholic Charities	Latinos in Architecture (AIA)	Travis - HHS/ VS Research & Planning
Catholic Charities - Central Texas	The L.I.F.E. Project	Trellis Company
Central Austin CDC	Lifesteps Council on Alcohol and Drugs	Undoing White Supremacy Austin
Central Health	Los Arboles Homeowner's Association	United Way of Greater Austin
Central Texas Food Bank	Los Jardines Homeowners Association	Unity Friendship Baptist Church
Central Texas Philharmonic	Low Income Consumer Advisory Task Force	Unity Hill Missionary Baptist Church
Central Texas Table of Grace	LULAC	University of Texas
Chariot	Lupe Arte	Urban Co-Lab
Chestnut Addition Neighborhood Association	Manos de Cristo	UT Chapter of ICMA
Chicanos/as in Action	Maplewood Elementary School	UT-Diversity & Community Engagement
Children At Heart Ministries	Martin Luther King Jr. Neighborhood Association	Vargas Neighborhood Association
Childrens Advocacy Centers of Texas	Mary Lee Foundation	Vietnamese American Community of Austin
COA Neighborhood Housing & Community Development	Mas Cultura	VSA Arts- State Organization on Arts & Disability
City of Austin Assistance Program	McKinley Heights Neighborhood Association	Water For Africa
City of Austin Military Veterans Program	Meals on Wheels	Waterloo Greenway
City of Manor	Metz Rec Center	We Are Blood
City of Leander	Mi Jardin	Well Aware
COA Parks & Recreation Department	Millenium Youth Entertainment	Wesley United Methodist Church

PROPOSED January Service Change 2024

Coalition for Texans with Disabilities	Miricle Foundation	West Campus RE
Colony Park	Mobility Justice Coalition	Williamson County Children's Advocacy
Communities in Schools Central Texas	Montopolis Community Alliance	Workers Defense Project
Community Advancement Network (CAN)	Montopolis Neighborhood Center	Workforce Solutions Rural Capital Area
Community Care Collaborative	Montopolis Recreation Center Advisory	Yellow Bike Project
Community Not Commodity	Movability	Young Hispanic Association of Austin (
CommUnityCare	Mt. Calvary Missionary Baptist Church	Youth2Seniors
COMTO	Mt. Zion	
Con Mi MADRE	Mt. Zion Baptist Church	
Creative Action	Multi-Ethnic Chambers Alliance	
Criss Cole Rehab Center	NAACP	
Darren Bates LLC	Nasha	
David Chapel Baptist Church		

PROPOSED January Service Change 2024

Appendix B – Final Report (Placeholder)

Dove Springs Pickup Zone Engagement Report Summer 2023

PROJECT DESCRIPTION

What is Pickup?

Pickup is a local rideshare, on-demand transit service by CapMetro. Pickup by CapMetro allows riders to schedule on-demand rides to or from any address or transit stop within the boundaries of a service zone, typically ranging from three to six square miles. **Pickup by CapMetro brings increased mobility and connectivity to areas with low transit coverage or with lengthy distances between connecting transit stops: areas such as the Dove Springs neighborhood.**

Why Dove Springs?

In February of 2023, one year after CapMetro broke ground on the CapMetro-Rapid Pleasant Valley line, the agency announced a two-year delay in opening the new Rapid route. Upon completion, the Pleasant Valley line will serve as a vital link between historically underserved East Austin, including the residents of Dove Springs, and the bustling downtown and central areas of Austin. To address the unforeseen setback and the urgent need for enhanced transportation connectivity in Dove Springs, CapMetro proactively drafted a proposed Pickup zone for the area and developed a Public Involvement Plan to incorporate community feedback into the final design of the zone.

Project Objective

The engagement intended to inform stakeholders of the proposed Dove Springs Pickup zone scheduled to open in January of 2024 and to identify and incorporate community needs related to the Pickup zone's boundaries, possible destinations, and service schedule.

ENGAGEMENT OVERVIEW

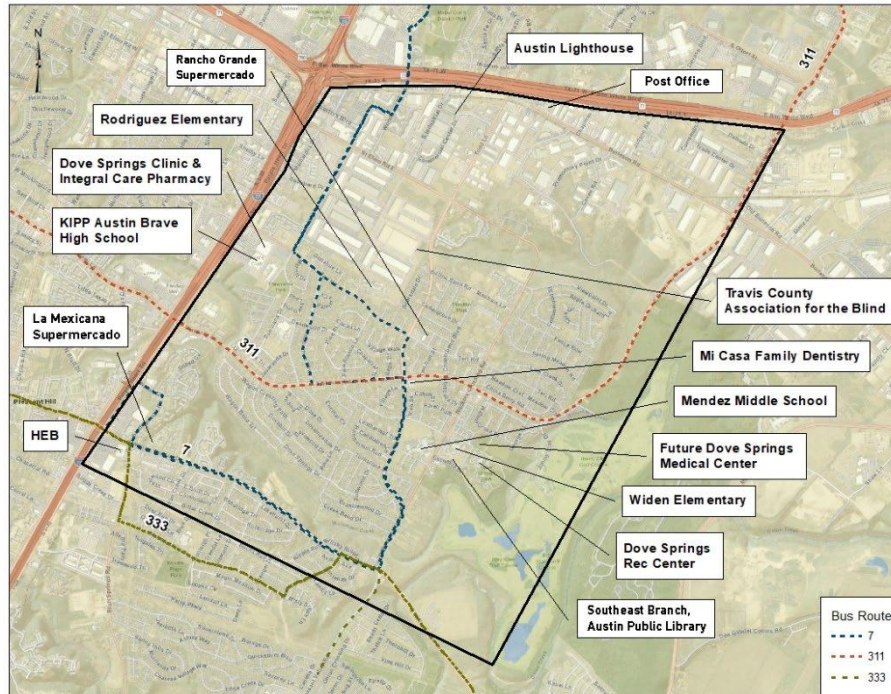
Pickup Dove Springs engagement activities and communications took place both digitally and in-person from May 11 through June 25, 2023 with the goal to reach as many community members as possible. The Community Engagement team informed stakeholder groups of the proposed new service throughout the proposed zone to seek input on destinations, service levels and other zone details via the Pickup Dove Springs survey. **All communications were provided in both English and Spanish.** The project team created accessible documents for a meeting with the Lighthouse for the Blind, including an accessible PowerPoint and recorded presentations, large-text posters and braille materials, and all **in-person events offered language translation** upon request.

Phase I of the Pickup Dove Springs Public Involvement Plan concluded with 16 community meetings, 402 recorded individual engagements, 12,000 postcards mailed to business owners and residents, and 6 community-based organizations personally engaged. 133 surveys were received because of these efforts. The following engagement tools and events were completed in accordance with the Public Involvement Plan:

Engagement Tools

1. Pickup Dove Springs map

a.



2. Pickup Dove Springs survey

- Dates open: Thursday, May 11, 2023 – Sunday, June 25, 2023
- Unique respondents: 133
- Format: printed and online via PublicInput.com

3. Pickup Dove Springs flyer

- Distributed at in-person events.
- Amount printed and distributed in large print: 10
- Amount printed and distributed in braille: 10

4. Pickup Dove Springs at-stop signage

- Dates: Monday, June 5, 2023 – Sunday, June 25, 2023.
- Number of bus stops: 20 high volume stations were targeted for signage
- Size: 11x17"

5. Pickup Dove Springs postcards

- Date mailed: May 26, 2023
- Number mailed: 12,000
- Audience reached: Dove Springs businesses and residences

6. Pickup Dove Springs Presentation

- Recorded in [English](#) and [Spanish](#)
- Posted on the PublicInput.com survey webpage and YouTube
- Screen reader tags attached and sent to Austin Lighthouse employees

7. Email Communications

- Contact Database Email

- i. Date sent: Wednesday, May 17, 2023
- ii. Emails sent and delivered: 308
- iii. Unique opens: 157

b. Internal Email (Timepoint)

- i. Date sent: Wednesday, May 17, 2023

c. Email to Dove Springs Community-Based Organizations (CBOs)

- i. Date sent: Monday, May 22, 2023
- ii. Emails sent and delivered: 27
- iii. CBOs contacted:
 - 1. Austin Lighthouse
 - 2. Dove Springs Proud
 - 3. Go Austin Vamos Austin (GAVA)
 - 4. Mas Cultura
 - 5. Southeast Neighborhood Plan Contact Team meeting
 - 6. Dove Springs Task Force
 - 7. Southeast Austin Library
 - 8. River City Youth Foundation
 - 9. ATX Free Fridge Project Dove Springs

d. Email to CapMetro Advisory Committees

- i. Date sent: Wednesday, May 17, 2023

8. Social Media

- a. Tuesday, May 23, 2023
 - i. 1 Instagram feed post
 - ii. 1 Twitter retweet
 - iii. 1 Instagram story repost with the online survey linked
- b. Survey attached to CapMetro's linktr.ee from Tuesday, May 23, 2023 – Sunday, June 25, 2023.

9. [CapMetro Webpage](#)

Engagement Events

10. Dove Springs Proud Movie Night

- a. Date: Saturday, May 20, 2023
- b. Engagement type: tabling
- c. Community members reached: 4

11. At-stop Rider Engagement

- a. Engagement dates:
 - i. Tuesday, May 16, 2023
 - ii. Thursday, May 18, 2023
 - iii. Monday, May 22, 2023
 - iv. Tuesday, May 23, 2023
 - v. Wednesday, May 24, 2023

- b. Engagement hours: 17
- c. Riders reached: 278

12. Council Member Vanessa Fuentes Community Conversation Event

- a. Date: Tuesday, May 23, 2023
- b. Engagement type: tabling
- c. Community members reached: 25

13. Dove Springs School Outreach (Widen Elementary and KIPP)

- a. Dates: Tuesday, May 16 and Thursday, May 25, 2023
- b. Engagement hours: 3
- c. Community members reached: 69

14. Pickup Dove Springs Virtual Open House

- a. Format: Zoom Webinar, Facebook Livestream
- b. Date: Tuesday, May 30, 2023
- c. Number of Attendees: 8
- d. Minutes watched: 44

15. Austin Public Library – Southeast Branch Computer Class Presentation

- a. Date: Monday, June 12, 2023
- b. Engagement type: Presentation with Q&A and feedback opportunities
- c. Community members reached: 15

16. Austin Lighthouse for the Blind

- a. Date: Thursday, June 15, 2023
- b. Engagement Type: Stakeholder group meeting
- c. Community members reached: 3

Data Collection Methodologies

1. Research Objectives:

- a. The survey's objectives were developed to reflect the project's established community involvement aims. The primary objective of this survey was to collect input from a diverse range of individuals residing and working within the proposed zone, ensuring accessibility for all. The survey aimed to gather feedback on preferred destinations, service times, and other design considerations which will be considered in the final design of the zone.

2. Survey Design:

- a. Question Selection:
 - a. The survey questions were carefully designed to capture relevant information about user demographics, preferred destinations, and service times. Survey questions were formulated with the aim of influencing the final design of the Pickup zone, specifically the zone's boundaries and service schedule.
- b. Language Accessibility:
 - a. The survey was developed in both English and Spanish, ensuring that all participants can provide responses in their preferred language. Spanish is the most common language spoken in the Dove Springs neighborhood.

- c. Culturally Sensitive Language
- d. The survey's language was crafted by project members who are fluent in both Spanish and English.

3. Survey Format:

- a. The survey was designed using the PublicInput.com online platform, which made the survey accessible to a wide online audience and facilitated efficient data collection and analysis. The survey was embedded on a Pickup Dove Springs PublicInput.com webpage which allowed for resources such as "How to ride" videos, alternative feedback opportunities, and the Pickup Dove Springs presentation to be easily accessible to survey respondents. All resources were offered in both Spanish and English.
- b. The survey was linked to a QR code and printed alongside its URL on engagement materials such as flyers, mailers, signage, and the CapMetro website.
- c. The survey was typed and printed in Spanish and English to offer an additional option for in-person feedback collection.

4. Survey Deployment:

- a. Targeted Recruitment: Key stakeholder groups, as outlined in The Pickup Dove Springs Public Involvement plan, include elected leadership, neighborhood & community organizations, CapMetro committees, residents and workers in Dove Springs, CapMetro riders, local schools, internal CapMetro staff, and local business owners. The survey recruitment operated through several channels such as in-person events, printed materials, social media, and direct email communications to reach each group. Spanish translation services at in-person events were vital to reaching the majority Spanish speaking community members in Dove Springs. Engagement materials with screen reader tags, image descriptions, braille, and large text were created for engagement with Travis County's Association for the Blind also known as Austin Lighthouse.
- b. Participant Outreach: Clear instructions and alternative text were provided in both Spanish and English to ensure participant understanding of the survey. Participant outreach motivated the development of all engagement tools and events.

5. Data Analysis:

- a. Quantitative analysis: Statistical analysis was employed to analyze the quantitative data collected from the survey responses, providing insights into community preferences on service schedule patterns and trends.
- b. Qualitative analysis: qualitative data gathered from open-ended survey questions and in-person meetings will be analyzed using thematic and geographic analysis to gain a deeper understanding of community preferences on service boundary trends.

TARGET AUDIENCES

In accordance with the Public Involvement and Stakeholder Outreach Plan, the following audiences were engaged:

1. City Council Member Vanessa Fuentes and Team

- d. Direct contact and collaboration took place with District 2's City Council Member Vanessa Fuentes and her team regarding project communication strategy and organizing an in-person community conversation event.
- e. Community Conversations are an engagement format that cultivates an approachable environment for community member feedback. The approach intends to empower community members who may not be familiar with formal civic participation to be heard by local leaders and representatives in a laid-back setting.

2. Neighborhoods and Community Organizations

- f. Local CBOs were emailed directly through CapMetro's Community Engagement contact database. CBOs in the proposed zone received personalized communications from the Pickup at Dove Springs team where the online survey, in-person feedback events, and opportunities to schedule a presentation or meeting with the team were shared.
- g. The following community-based organizations were contacted directly via email:
 - i. [Austin Lighthouse](#)
 - 1. Flyers and posters in braille and large print were distributed during the meeting. A project presentation with screen reader tags approved by CapMetro's accessibility department was sent to all of the Austin Lighthouse employees.
 - ii. Dove Springs Proud
 - iii. [Go Austin Vamos Austin \(GAVA\)](#)
 - iv. [Mas Cultura](#)
 - v. Austin Public Library Southeast Branch
 - 1. A project presentation was given to a computer class in Spanish as requested.
 - vi. Forklift Danceworks
 - vii. Southeast Neighborhood Plan Contact Team meeting
 - viii. Dove Springs Task Force
 - ix. River City Youth Foundation
 - x. ATX Free Fridge Project Dove Springs

3. CapMetro Committees

- h. Direct emails were sent to the members of the CapMetro Customer Service, Public Safety, and Access advisory committees.

4. Residents and business owners in Dove Springs

- i. 12,000 postcards were mailed directly to residents and business owners in and around the proposed service zone.

5. CapMetro Riders

- j. Riders were engaged through in-person at-stop outreach and at-stop signage as well as on various social media platforms including Instagram, Twitter, and Facebook.
- k. 278 CapMetro riders were reached through in-person at-stop engagement at five of the busiest bus stops in the proposed zone. Additional signage was hung at the 20 busiest stops in Dove Springs.

6. Local Schools

- l. Local schools were contacted directly via email to offer engagement opportunities. KIPP Elementary and Widen Elementary invited Pickup Dove Springs project members to gather survey responses during after school pick up where 69 community members were engaged.

7. CapMetro Staff

- m. An Internal “Timepoint” email with the survey attached and notice of at-stop volunteer opportunities was sent to all CapMetro staff was sent on Wednesday, May 17, 2023.

ENGAGEMENT RESULTS

To analyze the survey results the data is divided into three categories: 1) participant data, 2) service schedule data, and 3) service boundary data.

Participant Data

1. Q1: Do you live or work within the proposed Pickup Dove Springs Zone?

- a. 80% of survey respondents live or work in the proposed Pickup Dove Springs Zone.

2. Q3: Do you regularly use CapMetro Services?

- a. 53% of survey respondents are regular CapMetro riders.

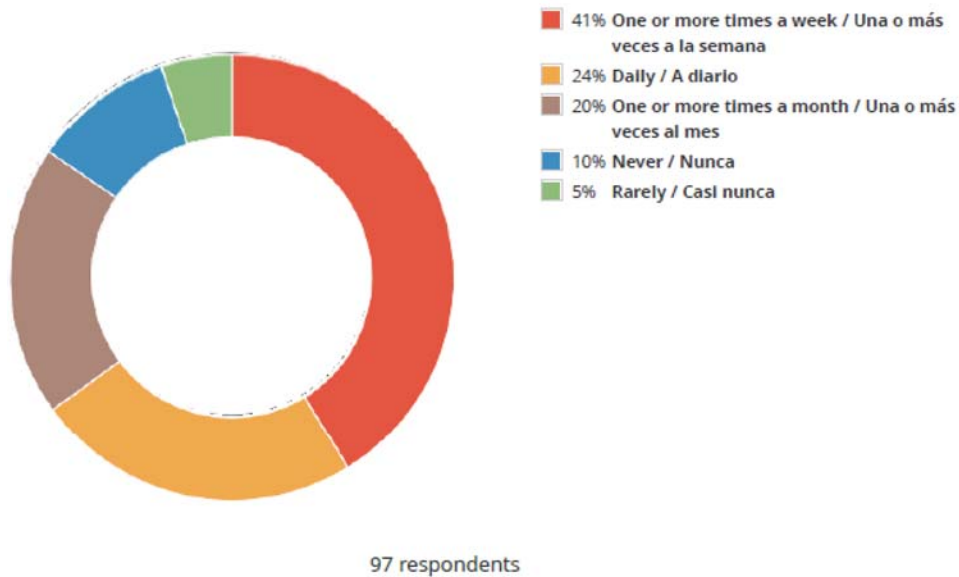
3. Q4: Would you use Pickup to connect to one of the bus lines within the zone?

- a. 76% stated they would use the Pickup service to connect to a bus route within the zone.

4. Demographic Data

- a. 42% of respondents marked Spanish as their primary language.
- b. 61% of respondents identify as Chicano/Chicana or Latino/Latina/Latinx.
- c. 51% of respondents have child dependents in their household.
- d. 40% of respondents do not have a personal vehicle as an option to them and depend on public transit for their transportation needs.
- e. 36% of respondents are daily public transit riders.

5. Q5: How often would you use Pickup at Dove Springs?



- a. 41% of respondents said they would use Pickup at Dove Springs one or more times a week.
- b. 24% of respondents said they would use Pickup at Dove Springs everyday.

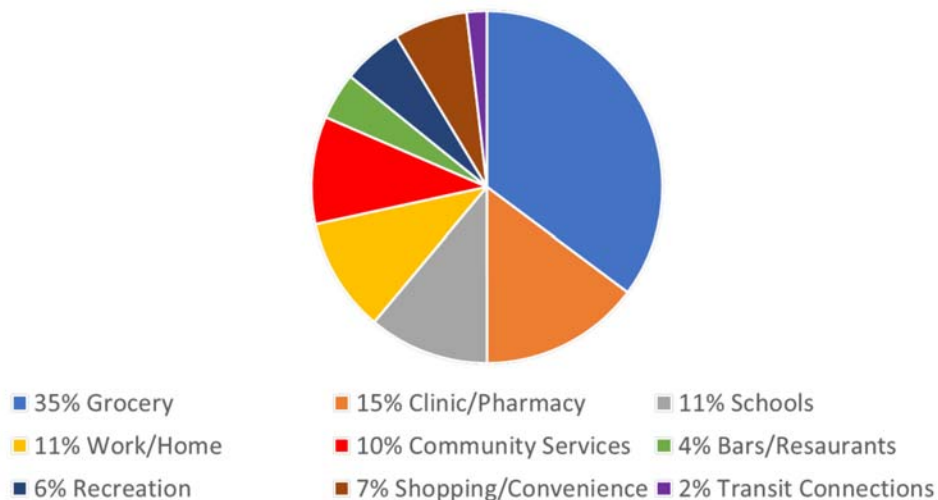
6. Q6: What days of the week would you use Pickup at Dove Springs?

- a. 60% said they would use the service on Saturday.

Service Boundary Data

I. Q2: Where would you go using Pickup within the proposed zone? (Free response)

Dove Springs Pickup Destination Responses by Category



- a. A total of 110 comments were collected for Q2. Of that, 163 data points related to destination type were recorded.
- b. Percentages above are out of total destination data points recorded.

- c. "HEB, school, routes, Rec center, River Rock Dental, Vets, Home Depot, restaurants, Southpark Meadows."
 - d. "HEB, Walmart, Dove Springs Rec Center, Chinese Buffet on William Cannon, Urban Air, CommUnityCare (Montopolis), FedEx, store on Ben White"
 - e. "Clinic, supermarket, church."
 - f. "If my bike can go on it I would bring My bike to the edge of the boundary area to avoid some of the more scary areas."
 - g. "Grocery stores, dentists, work, home, school, breweries, restaurants."
7. Grocery
- a. 36.09% of all survey respondents said they would use the Pickup Dove Springs service to reach the H-E-B on William Cannon and I-35.
 - b. **43.64% of Q2 respondents said they would use the Pickup Dove Springs service to reach the H-E-B on William Cannon and I-35.**
 - c. 39.1% of all survey respondents said they would use the Pickup Dove Springs service to reach a grocery store.
 - d. 47.27% of Q2 respondents said they would use the Pickup Dove Springs service to reach a grocery store.
 - e. "I would go to HEB I don't have a car and it's hard for me to get the bus it's always so full and nowhere to sit with my bags of groceries"
8. Clinic/Pharmacy
- a. 16.54% of all survey respondents said they would use the Pickup Dove Springs service to reach a clinic or pharmacy.
 - b. 20% of Q2 respondents said they would use the Pickup Dove Springs service to reach a clinic or pharmacy.
 - c. **The CommunityCare Clinic on William Cannon was mentioned 6 times.**
9. Schools
- a. 13.53% of all survey respondents said they would use the Pickup Dove Springs service to reach a school.
 - b. 16.36% of Q2 respondents said they would use the Pickup Dove Springs service to reach a school.
 - c. "Send my kids to school"
10. Work/Home
- a. 12.78% of all survey respondents said they would use the Pickup Dove Springs service to go to and from their work or residence.
 - b. 15.45% of Q2 respondents said they would use the Pickup Dove Springs service to go to and from their work or residence.
 - c. "To my work at Txdot stassney."
11. Community Services/Churches
- a. 13.5% of all survey respondents said they would use the Pickup Dove Springs service to reach community services.

- b. 16.36% of Q2 respondents said they would use the Pickup Dove Springs service to reach community services.
- c. “Community services for the poor”
- d. “voting polls”
- e. “CTFB”
- f. “Post Office”

12. Bars/Restaurants

- a. 5.26% of all survey respondents said they would use the Pickup Dove Springs service to reach a bar or restaurant.
- b. 6.36% of Q2 respondents said they would use the Pickup Dove Springs service to reach a bar or restaurant.
- c. Mike, Austin Lighthouse for the Blind employee, stated that **many employees would use the Pickup Dove Springs service to reach bars, breweries, and happy hours after work.**

13. Recreation

- a. 6.77% of all survey respondents said they would use the Pickup Dove Springs service to reach a recreation.
- b. 8.18% of Q2 respondents said they would use the Pickup Dove Springs service to reach a recreation.
- c. **6 respondents mentioned the Dove Springs Recreation Center.**

14. Shopping Centers/Convenience Stores

- a. 8.27% of all survey respondents said they would use the Pickup Dove Springs service to reach a shopping center or convenience store.
- b. 10% of Q2 respondents said they would use the Pickup Dove Springs service to reach a shopping center or convenience store.

15. Transit Connections

- a. 2.6% of all survey respondents said they would use the Pickup Dove Springs service to reach a transit stop.
- b. 2.72% of Q2 respondents said they would use the Pickup Dove Springs service to reach a transit stop.
- c. “This is a good idea. This could help me connect to other bus routes that would help get to work faster.”

General Comment

I. Q7: What additional feedback would you like to share with the project team?

- “This would be a good option for many single mothers and senior people with disabilities.”
- “I look forward to using this wonderful public service.”
- “Map inset is a little difficult to see clearly.”
- “It is very much needed. People are riding bikes in dangerous thoroughfares.”
- “Focus groups are needed for better insight.”

- “I like the pickup idea, unfortunately it serves only a tiny area.”
- “I hope the service starts.”
- “Need bus security”

NEXT STEPS

The community engagement results from this report will be utilized by the Pickup Dove Springs project team as they finalize the Pickup Dove Springs zone and service schedule design.

Pickup Dove Springs community information sharing will take place informally until December 2023, when Phase II of the Public Involvement Plan is scheduled to commence.

17. 100% Design of the zone

18. Public Involvement phase II

The first phase of the Dove Springs Pickup involvement plan focused on community dialogue that is central to the success of the Pickup service. Themes that emerged from the Spring 2023 engagement period will support the final determination of the final Pickup service zone that will move Dove Springs residents where they need and want to go, and prioritize accessible connectivity to destination and opportunities.

The second phase of the Dove Springs Pickup involvement plan will focus on reaching out to community/organizations to inform them of the final zone and educate on how to use the service. Through this educational engagement process, the CapMetro team hopes to encourage high ridership in the new zone and increase connectivity. Ongoing engagement in the Dove Springs community will take place to gain feedback on the service and understand how it’s serving the community.

Dove Springs Pickup Zone Engagement Report Summer 2023

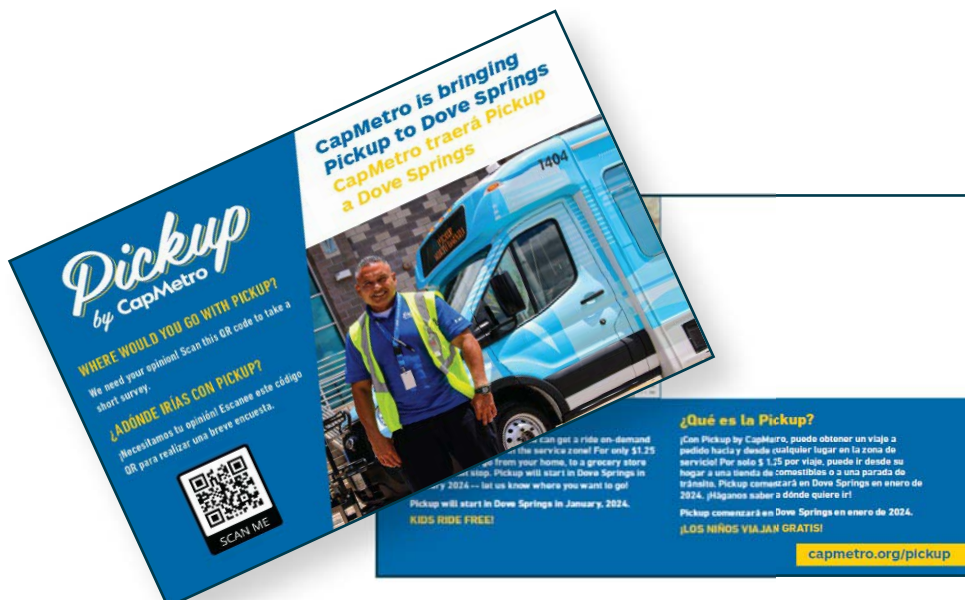
Dove Springs Pickup Zone Engagement Creative Assets



Signage



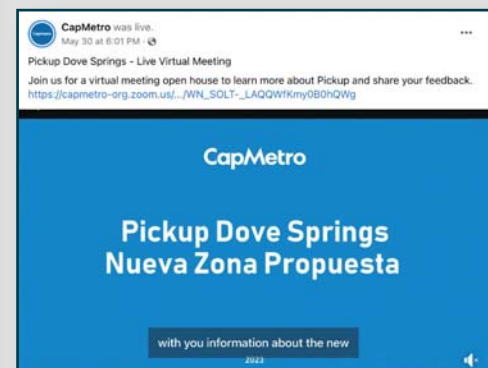
Engagement Flyer



Postcard

Dove Springs Pickup Zone Engagement Report Summer 2023

Dove Springs Pickup Zone Engagement Creative Assets



Dove Springs Pickup Zone Engagement Report Summer 2023

Dove Springs Pickup Zone Engagement Creative Assets



Engagement

Dove Springs Pickup Zone Engagement Report Summer 2023

Survey Verbatim Responses

"Where Would You Go with Pickup?"

Send my kids to school

one month ago

KIPP AUSTIN BRAVE HIGH SCHOOL

one month ago

HEB, Urban Air

one month ago

Heb and doctor

one month ago

Map inset a little difficult to see clearly. But I work downtown near the Capitol.

one month ago

La usaría si incluyeran la clínica de Montopolis y Oltorf y también el centro comercial de Slaughter (South Park Meadows).

one month ago

HEB

one month ago

Yes

one month ago

heb, dove rec, dove library.

one month ago

HEB, Post Office, La Mexicana Supermercado

one month ago

Al HEB, a la clinica de integral care and a la clinica de CommunityCare

one month ago

HEB, CVS (not in the zone but near McKinney Falls State Park. CVS near McKinney Falls (I don't think there is another CVS, maybe even pharmacy, in the zone), I do think giving people access to nature like McKinney Fall Creek within Dove Springs has water quality that wouldn't be healthy to interact with. But Onion Creek at McKinney allows fishing, swimming, wading, & more hiking interactions. I also want to note that it would be beneficial if this zone included the closest upcoming Project Connect Rail stop.

one month ago

Widen Elementary, Library, Stassney and Pleasant Valley, HEB, Fiesta on IH35),

one month ago

2112 E. William Cannon #2113, Austin, TX 78744

yesterday

Stassney & Palo Blanco

yesterday

HEB - Clinica

4 days ago

HEB

4 days ago

HEB, Escuelas Primarias

4 days ago

HEB William Cannon, Libreria, Clases Escuela

4 days ago

Clinica, supermercado, iglesia

4 days ago

HEB, Riverside Clinica de Community Health, Montopolis y Oltorf

4 days ago

Grocery stores, dentists, work, home, school, breweries, restaurants

6 days ago

HEB, Post office, Recreation center

7 days ago

HEB

7 days ago

Nelms drive

10 days ago

78741

15 days ago

Grocery store, shopping, post office

15 days ago

Not sure I would use it

18 days ago

Widen Elementary, La Moreliana, HEB, CommUnityCare (next to HEB)

18 days ago

Grocery store, Walmart

18 days ago

HEB, Walmart, Dove Springs Rec Center, Chinese Buffet on William Cannon, Urban Air, CommUnityCare (Montopolis), FedEx, store on Ben White

18 days ago

La Moreliana

18 days ago

Kipp, HEB, Walmart, UPS

18 days ago

HEB, William Cannon Walmart, CTFB food bank, Bahama Bucks, Dove Springs Pool, KIPP

18 days ago

HEB, Southpark Meadows

18 days ago

HEB

18 days ago

HEB, going south

18 days ago

HEB

18 days ago

International School

18 days ago

HEB

18 days ago

HEB, CommUnity Care (William Cannon)

18 days ago

HEB, Medicare (Pleasant Valley)

18 days ago

HEB, school, routes, Rec center, River Rock Dental, Vets, Home Depot, restaurants, Southpark Meadows

18 days ago

IDEA Bluff Springs

18 days ago

HEB, Widen Elementary, Mexican Consulate

18 days ago

Pues no los uso ahonta. Pero les gusta ir al centru recrecional

18 days ago

HEB, Rodriguez Elementary, Gas station on Terry Rd, CommUnityCare

18 days ago

Goodwill Shopping Center

18 days ago

Storage, Apt, Walmart, HEB

18 days ago

Kipp Austin

18 days ago

Calle Guadalupe y Lavaca

18 days ago

HEB/pharmacy

18 days ago

HEB, Clinica "Carousel" on 35

18 days ago

Cita de doctor

18 days ago

HEB, Carousel Clinic

18 days ago

Little explorers day care, whataburger 290 and fort view

18 days ago

Dove Springs Rec

18 days ago

Heb

18 days ago

Anywhere where pickup is available.

19 days ago

HEB

21 days ago

HEB, William Cannon before I-35. Both myself and my elderly roommate (he's 72 years old).

21 days ago

Voting polls, Southpark Meadows Shopping, Huston-Tillotson University

23 days ago

Grocery store, Doctor appointment, library,etc.

23 days ago

All west school

24 days ago

HEB

25 days ago

Mendez Middle school

26 days ago

To my work at Txdot stassney, to the H-E-B, if my bike can go on it I would bring
My bike to the edge of the boundary area to avoid some of the more scary areas.

28 days ago

Southpark Meadows

Ben white

28 days ago

Fiesta, HEB

28 days ago

McCall Ln

28 days ago

Blue meadow Dr

28 days ago

H-E-B

28 days ago

Post office

29 days ago

South Park meadows shopping center. Victory clinic . Capitol medical services

29 days ago

Community services for the poor

29 days ago

Iría al HEB

29 days ago

La mexicana supermecado, HEB,mi casa famili detista

one month ago

Viewpoint & Nuckols Crossing

one month ago

I would go to HEB I don't have a car and it's hard for me to get the bus it's always so full and no where to sit with my bags of groceries

one month ago

HEB Rancho grande tienda post oficce

one month ago

Rancho grande supermercado

one month ago

Store, and Travis Co. Adult Probation

one month ago

Heb , tx dot ,

one month ago

This is a small area , I live on McKinney falls and this doesn't go there. Great idea but this is such a small area to service

one month ago

Dove spring

one month ago

What additional feedback would you like to share with the project team?



¿Qué comentarios adicionales le gustaría compartir con el equipo del proyecto?

I'm supportive of this program

yesterday

I live on Brassiwood/Pleasant Valley Rd.

18 days ago

You're doing great for the people they deal with

18 days ago

More security, not letting drunk people on, a man touched me and bus operator. 7/11 needs more security at bus stop, more lighting.

18 days ago

For buses to wait for you

18 days ago

Espero que empieze Pickup

18 days ago

Espero que empiece el servicio

18 days ago

Todo es bueno

Tiene aire acondicionado?

18 days ago

I look forward to using this wonderful public service. I will soon be relocating to oak Hill.

18 days ago

This is a good idea. This could help me connect to other bus routes that would help get to work faster. I also have another suggestion to capital transit: we need to get a bus on I-35. Why don't we have one there?

21 days ago

Thank you so much for this service in Dove Springs! My elderly roommate would love this service to go grocery shopping at HEB. I would as well, probably at a separate time of day. We don't have a vehicle.

21 days ago

Focus groups are needed for better insight.

23 days ago

Need bus security

23 days ago

Que abeses Los operators de Los boses no estan a tiempo y de mal carater

24 days ago

Is there a pickup at south Menchaca and 1626 area To connect to Bus lines. I work there and sometimes I have difficulty getting ride to Bus line stops

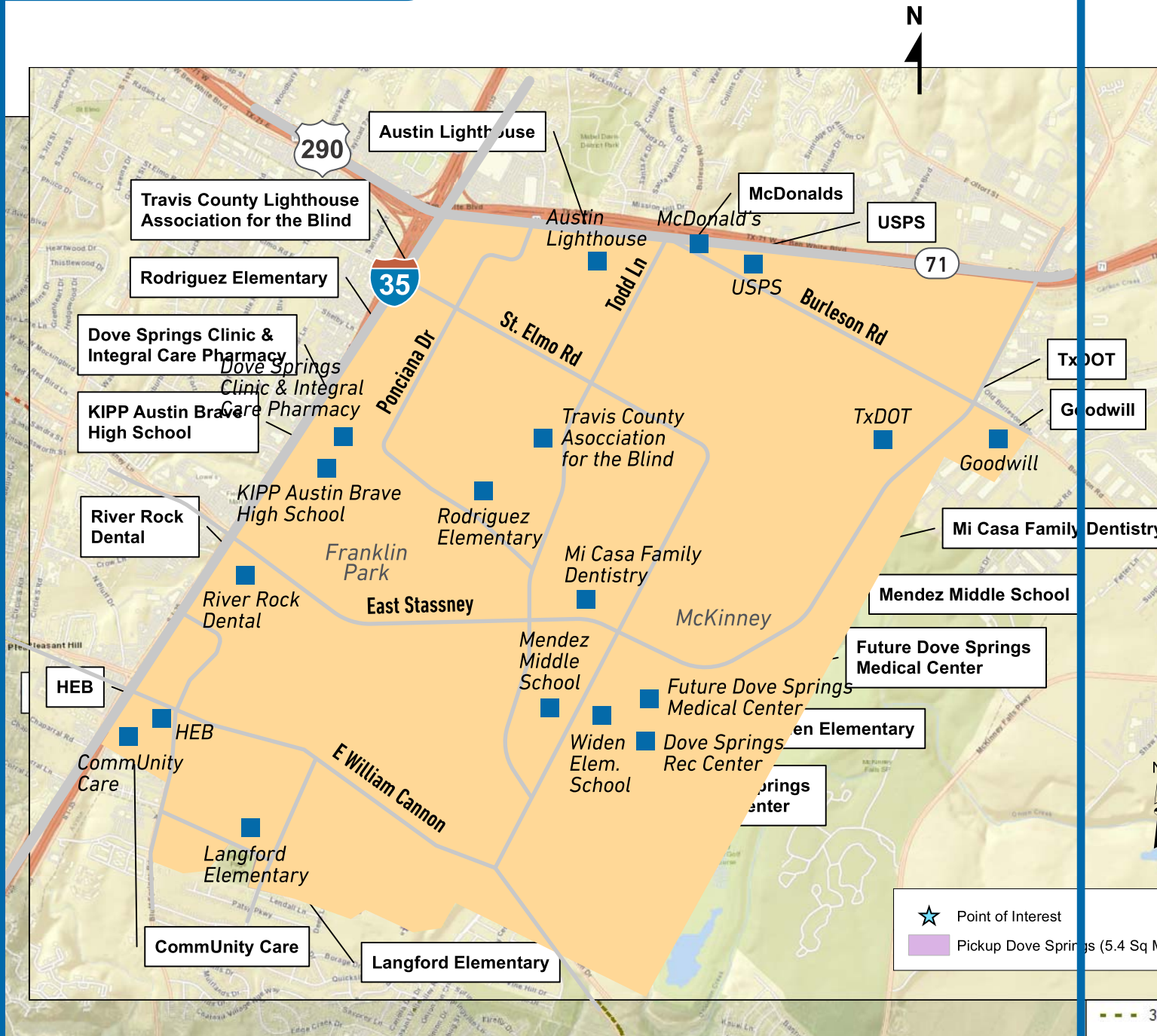
28 days ago

How much in advance would a person have to call for rides?

28 days ago

Pickup

by CapMetro



Pickup Dove Springs Service Zone
Zona de servicio del Pickup Dove Springs



Proposed January 2024 Service Change

September 13, 2023

Today's Presentation

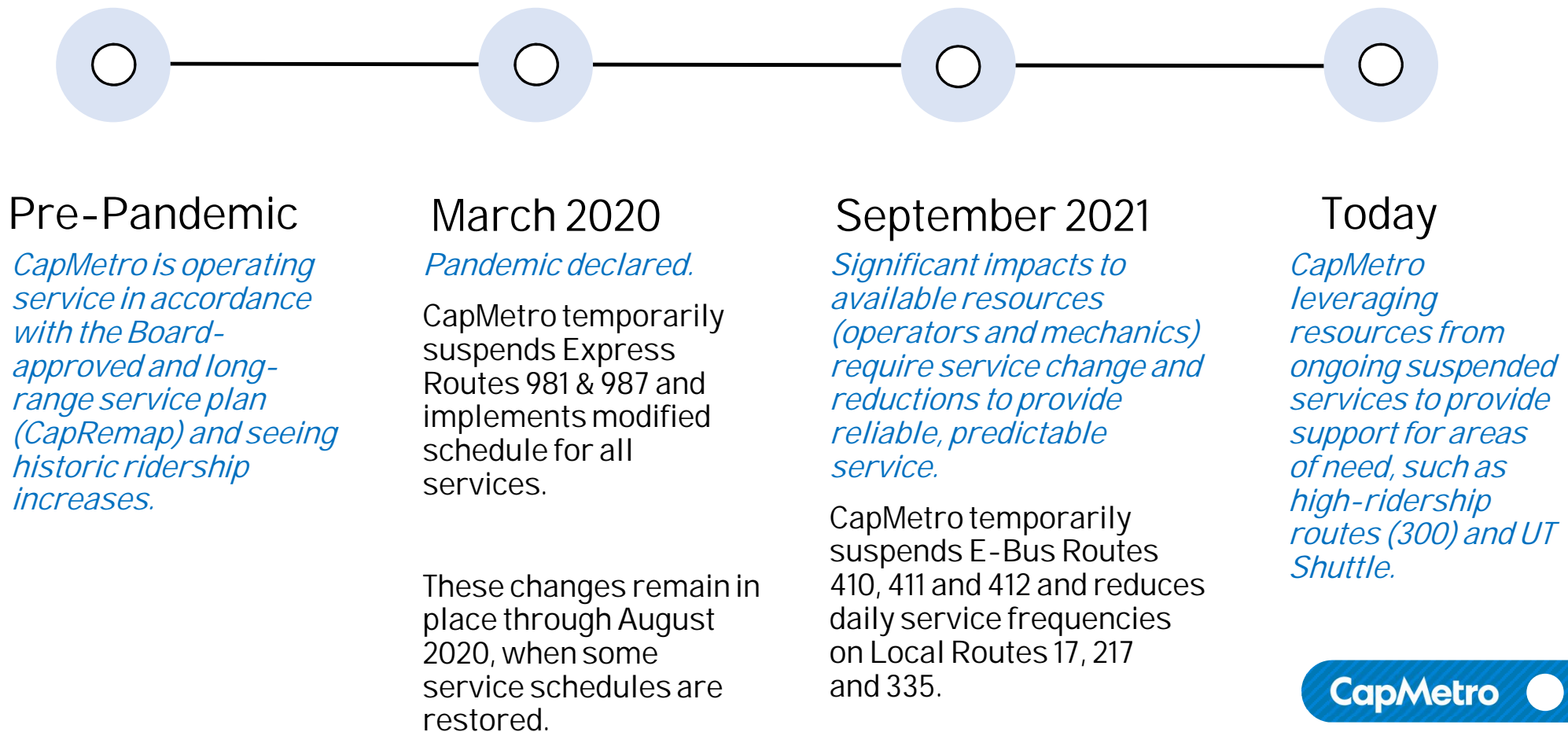
- Proposed January Service Changes
 - Step 1: Identify Challenges and Opportunities
 - Step 2: Develop Proposals and Evaluate Proposals
 - Step 3: Engage Community and Board Approval
- Looking Forward
 - Pickup Performance



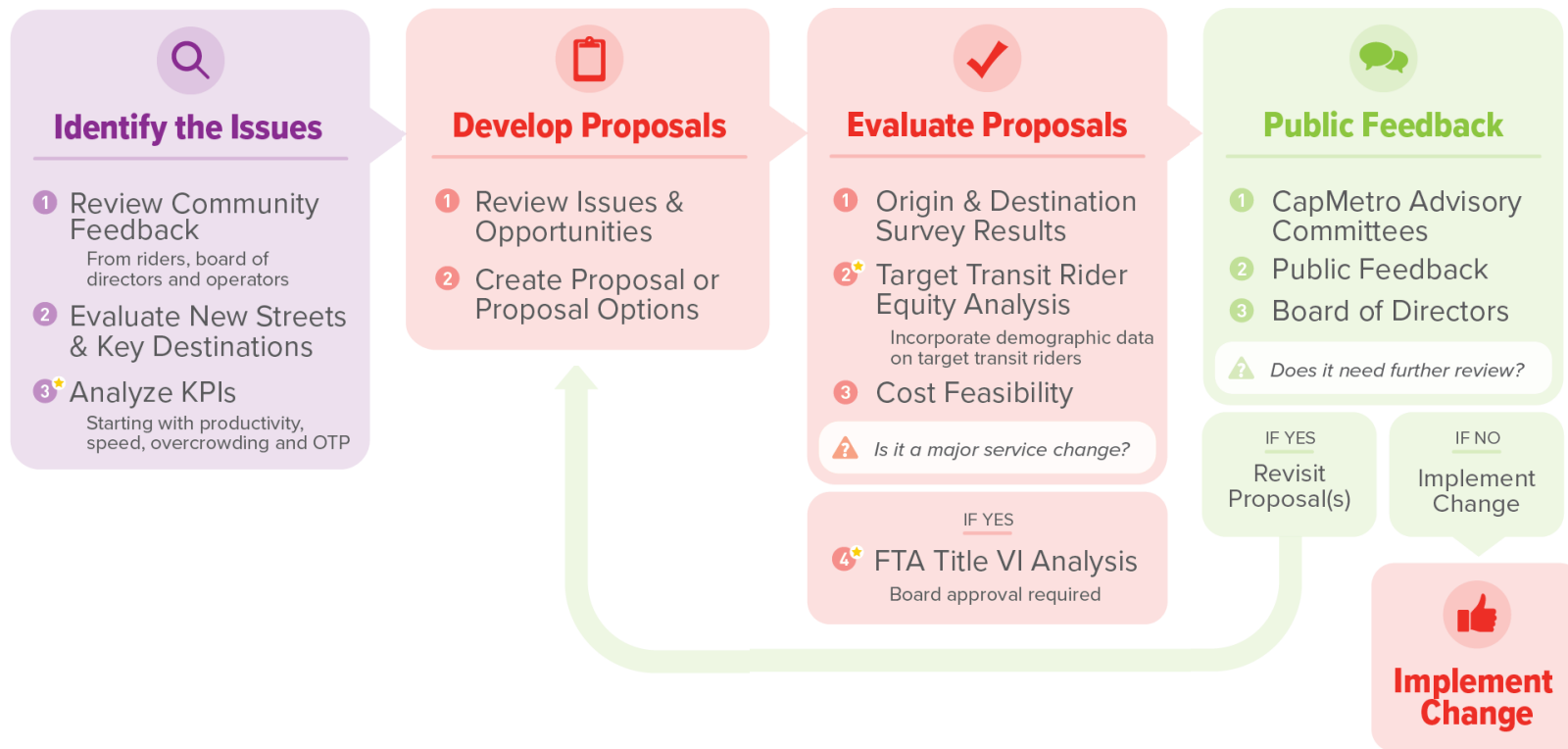
Proposed January 2024 Service Change

CapMetro

Background



How is a service change proposal developed?



Step 1: Identifying Challenges & Opportunities



- Availability of Resources

- Covid suspended resources have been reallocated to in-need routes with high ridership.
- 53% of Go-Line calls within the last six months are about service reliability, demonstrating the need to continue to allocate resources in a way that prioritizes predictability and reliability for customers.

- Travel Patterns

- Post-pandemic travel patterns are still unstable and more challenging to predict, impacting ridership.
- Industry-wide, commuter service has not recovered as fast as local service.

Step 1: Identifying Challenges & Opportunities



- Transparency for Customers
 - CapMetro has continued indefinite suspension of some services as ongoing pandemic response.
 - Customers have requested transparency in whether these services will ever be restored.

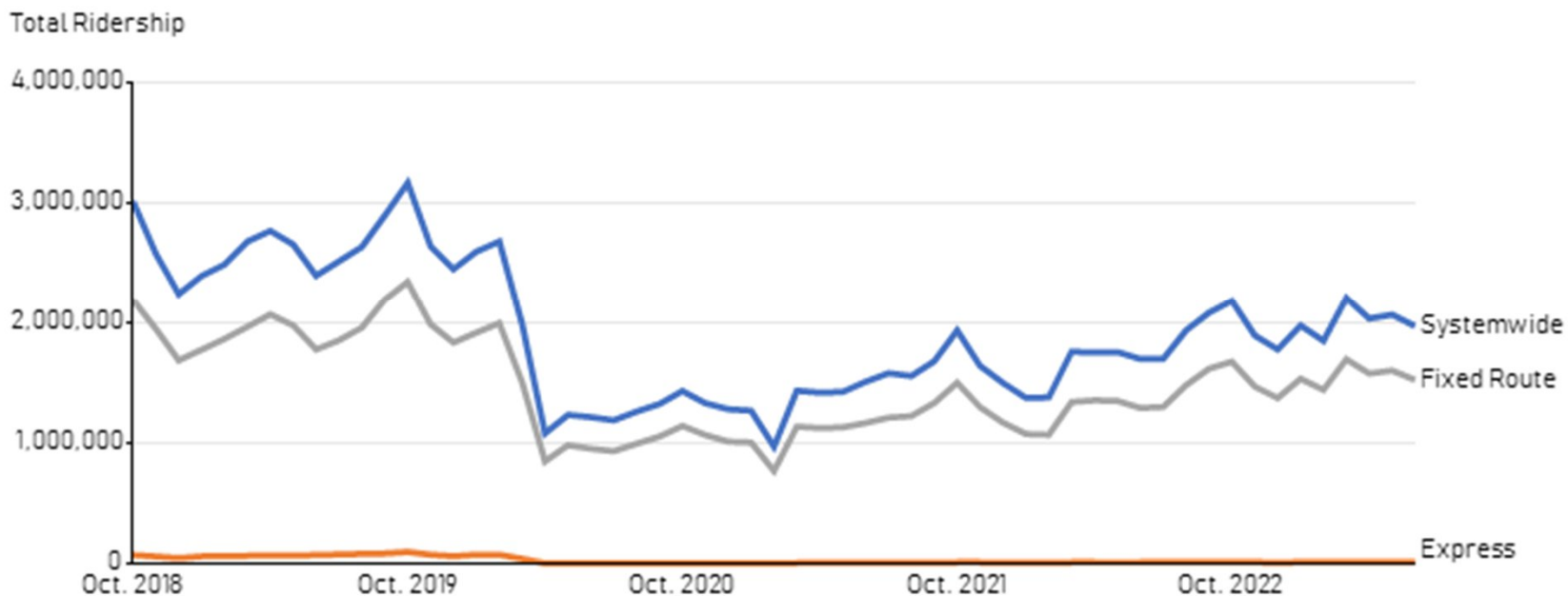


Ridership is Recovering



79%

CapMetro is an industry leader with 79% of pre-pandemic ridership restored, and growing.



Step 1: Identifying Challenges & Opportunities



Coordination with small member cities and regional partners is a top priority as we seek to enhance regional mobility.

- January 2024 Service Change is complemented by extension of Regional Partner Agreements for Travis County, Round Rock, Georgetown.
 - *Board to consider in September 2023*
 - Regional Partner Agreements are driven by Transit Development Plans
- Coordination with smaller member cities to review and update service offerings as part of our ongoing systemwide analysis and evaluation

Step 2: Proposed Service Changes – Jan. 2024



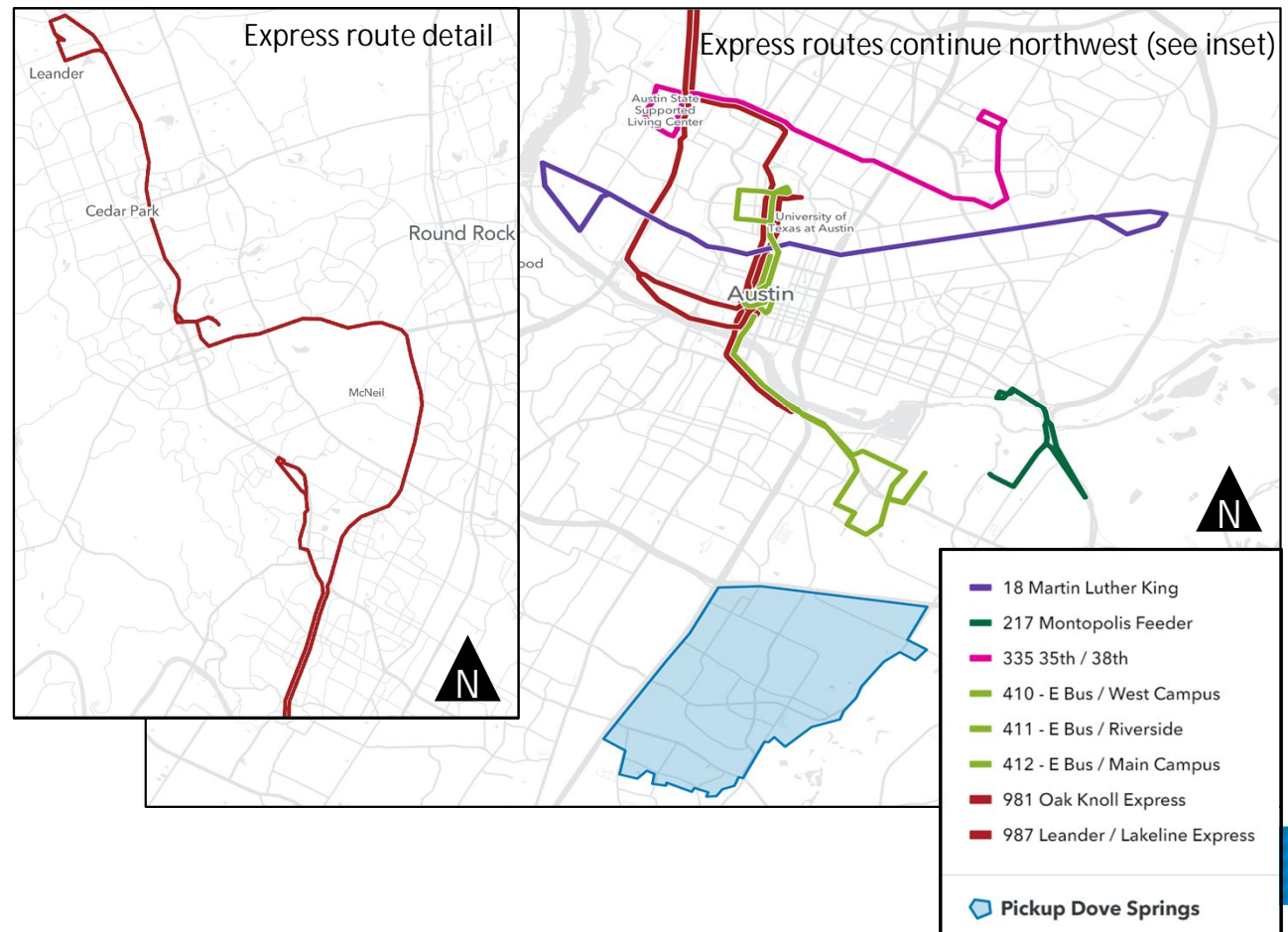
Summary: Make permanent the status of services as they are operating today and add new service where viable.

- Maintain 30-Minute Service on Routes 18, 217, & 335
 - *Operating with 30-minute service since September 2021*
- Permanently suspend routes 981 and 987 and E-Bus Routes
 - *Commuter Routes 981 and 987 suspended since March 2020*
 - *E-Bus suspended since September 2021*
- Adding a new Dove Springs Pickup Zone
 - *New zone included in Project Connect program of projects*
- Maintain use of suspended resources to increase reliability for customers across the system

Step 2: Develop and Evaluate Proposals

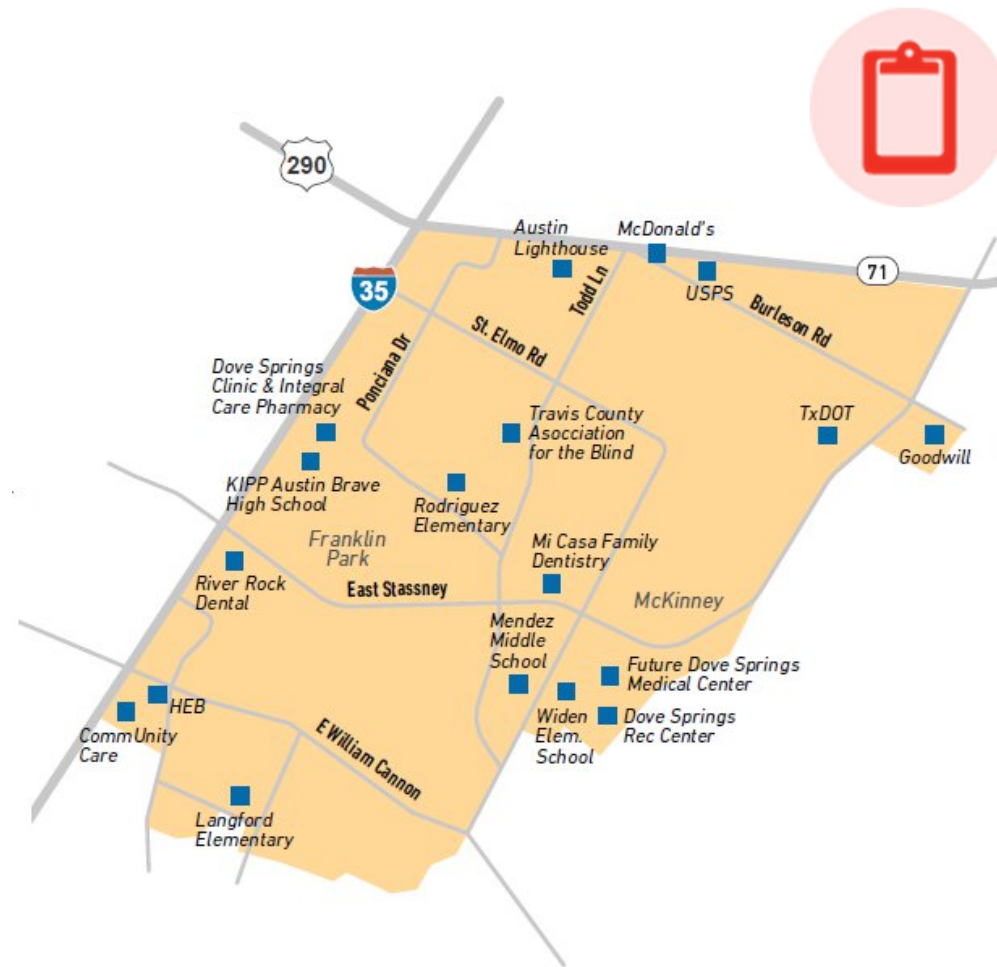


- Major Service Change
- Title VI Service Equity Analysis Completed
 - Express (January 2022)
 - 18, 217, & 335 (November 2022)
 - E-Bus (August 2023)
- Worked with impacted regional partners

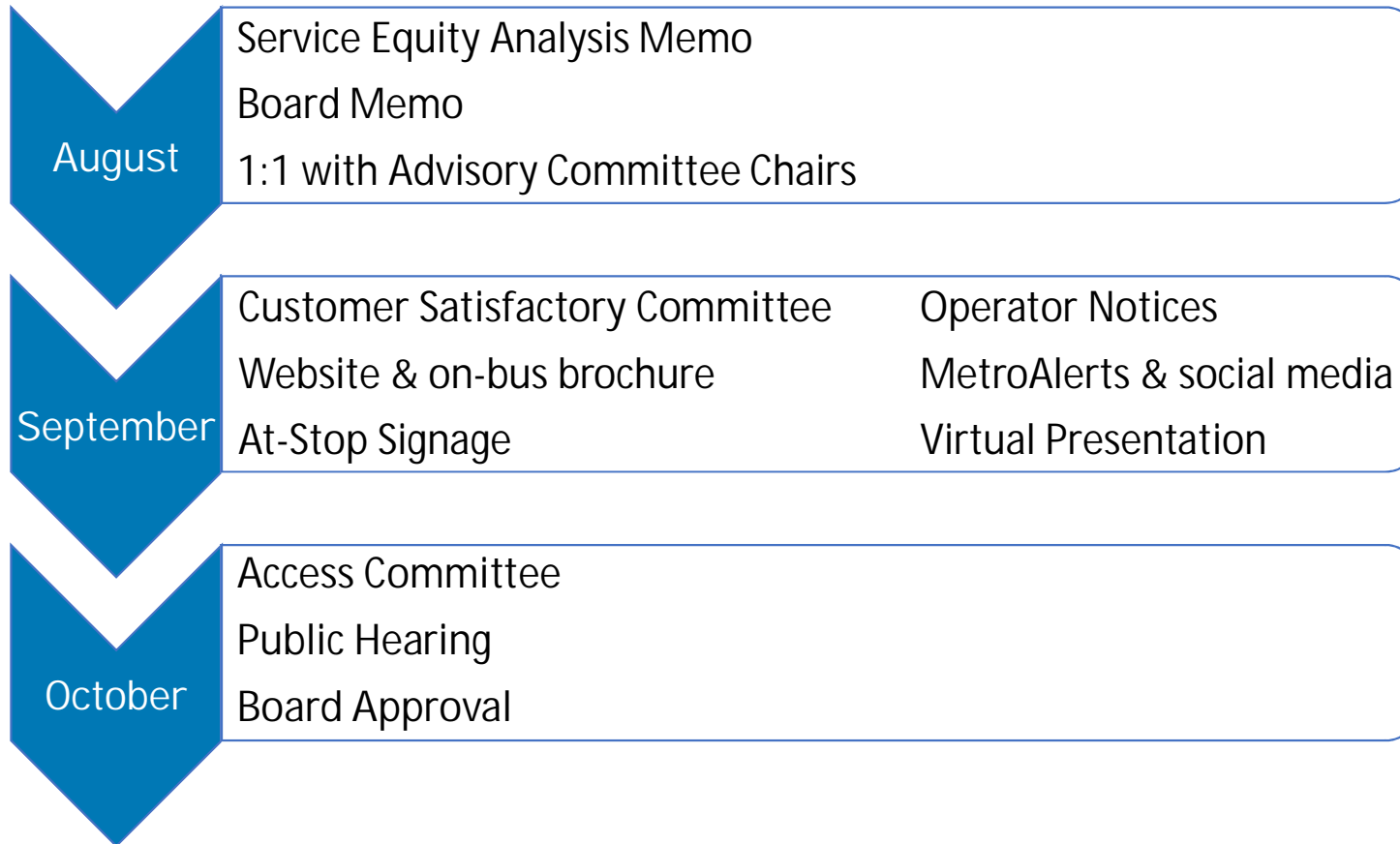


Dove Springs Pickup

- January 2024 Planned Launch
- Hours of Operation:
 - Weekdays: 7 a.m. – 7 p.m.
 - Saturdays: 10 a.m. – 6 p.m.
- 5.4 square mile zone
- Connectivity
 - Route 7, Route 311 and Route 333
 - Future Pleasant Valley MetroRapid



Step 3: Outreach & Public Feedback



Changes Implemented January 14, 2024



Looking Ahead

CapMetro

Pickup Performance Review

- We are not proposing any cuts to Pickup Service as part of the January 2024 Service Change
 - Between now and Spring 2024, we will evaluate poor-performing zones to identify opportunities to boost performance or consider eliminating a zone and reallocating resources

Pickup Performance Score

- Scoring is based on the Pickup Service Guidelines, adopted by CapMetro's Board of Directors in April 2021
- Zone performance is determined by:
 - Community Characteristics
 - Service Quality
 - Sustainability

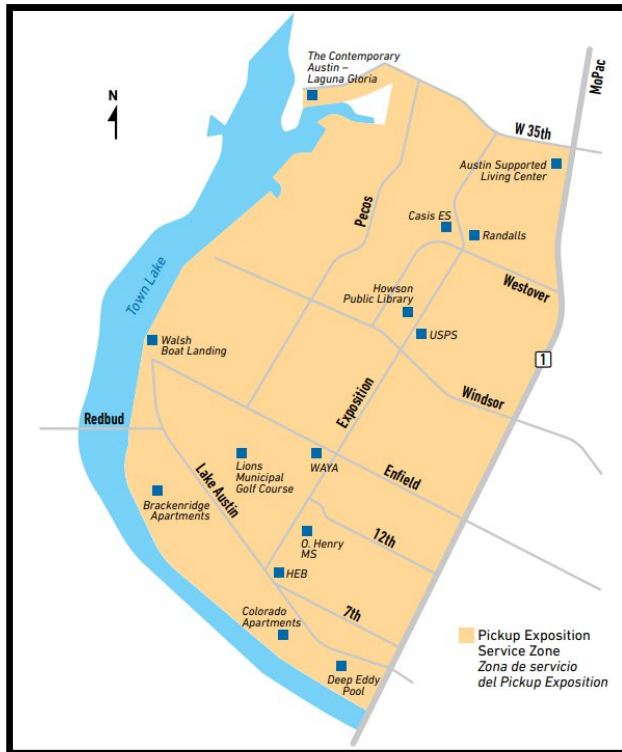
Community Characteristics	Measures/KPI	Max Points Available
	Population Age 65 and Over	5
	Zero Car Households	5
	Median Household Income	5
	Households in Poverty	5
	Minority Population ***	5
	Essential Services (Medical, Grocery, School, Shopping, Affordable Housing)	5
		30
Service Quality	Measures/KPI	Max Points Available
	On Time Performance (15 min or less wait time)	10
	Square Mileage: Urban Zone	10*
	Square Mileage: Suburban Zone	
	Ridership: Passenger per Hour	10
		30
Sustainability	Measures/KPI	Max Points Available
	Cost Effectiveness	10
	MetroAccess Customers Using Pickup	10**
	Mobility Impaired Passengers Transported	
	Shared Rides	10
		30
* Measure would be either for an in-town zone or a suburban plus zone.		
** Total of 10 points split between two measures, unless a zone has no MetroAccess customers. In that case mobility impaired passengers would account for all 10 points.		

Pickup Zone Performance Scores

July 2023	
Pickup Zone	Performance Score
Northeast ATX	74
Walnut Creek	68
Leander	64
East ATX	63
Dessau	56
Manor	55
North Oak Hill	50
South Menchaca	46
Lago Vista	43
Exposition	37

- Pickup zones shall be evaluated every 6 months in January and July
- Each zone will be classified based on its ability to meet the zone's established performance metrics:
 - Good Standing: The zone achieves a score of 60 points or higher.
 - Adjustment needed: Zone score between 41 and 59.
 - Recommend for Discontinuation: Zone score of 40 points or less.
- More details at www.capmetro.org/dashboard/pickup-stats
- Zones scoring less than 60 points shall be considered for a series of potential corrective actions, including schedule adjustments, zone modifications, or elimination. Zone elimination is considered if the zone consistently underperforms with minimal likelihood for sufficient improvement

Pickup Exposition



- Pickup Exposition has never scored over 40 points
- There have been multiple attempts to improve performance, including community outreach and zone boundary revisions

Next Steps:

- Fall 2023 – Community engagement campaign & promotion
- Winter 2023/2024 – Review results of community engagement campaign and board update

On Our Radar

- Pickup Zone expansion within Austin and small member cities
 - Days & Hours
 - Boundaries
 - New Zones
- Restoring weekend frequency to Routes 2, 4, 325, 337, & 333 to pre-pandemic levels.
- Assessing Red Line service schedule in Austin
- Implement Project Connect services
 - McKalla Station - 2024
 - Pleasant Valley Rapid - 2025
 - Expo Rapid – 2025

Transit Service Plan

- Demonstrates the value of transit
- Helps people understand how we plan transit service
- Sets the stage for a regional transit conversation
- Conducts technical market & service analysis of Central Texas Region
- Considers equity throughout the process
- Details recommended changes for the next 5 years
- Long Range/10-year vision plan that coordinates CapMetro Rail, Bus, & Pickup services

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2023-778

Agenda Date: 9/13/2023

Monthly Operations Update



Operations KPI Discussion

Operations, Planning, and Safety Committee

September 2023

New Operations Reporting

- Operations-Wide Reporting
 - Bus
 - Rail
 - Demand Response
- High Level Overview of Key Performance Indicators
 - Customer Impacts
 - Focus on Service Reliability
- Report Evolve as Requirements Change
 - Special Events
 - Weather Events etc



- Systemwide Ridership
- Fixed-Route Ridership
- Rail Ridership
- Access Ridership
- Pickup Ridership

Fixed-Route Ridership

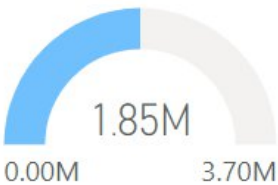
Fixed-Route ridership measures unlinked passenger trips on CapMetro bus services (Bus, Express, and Rapid). Measure reported monthly.

Reporting Period:

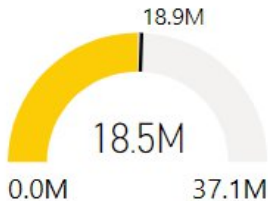
July

2023

Performance Gauge
Monthly Ridership



Performance Gauge
FY to Report Period Cumulative Ridership



Cumulative Ridership Change

Previous Year Same Month: 20.6%

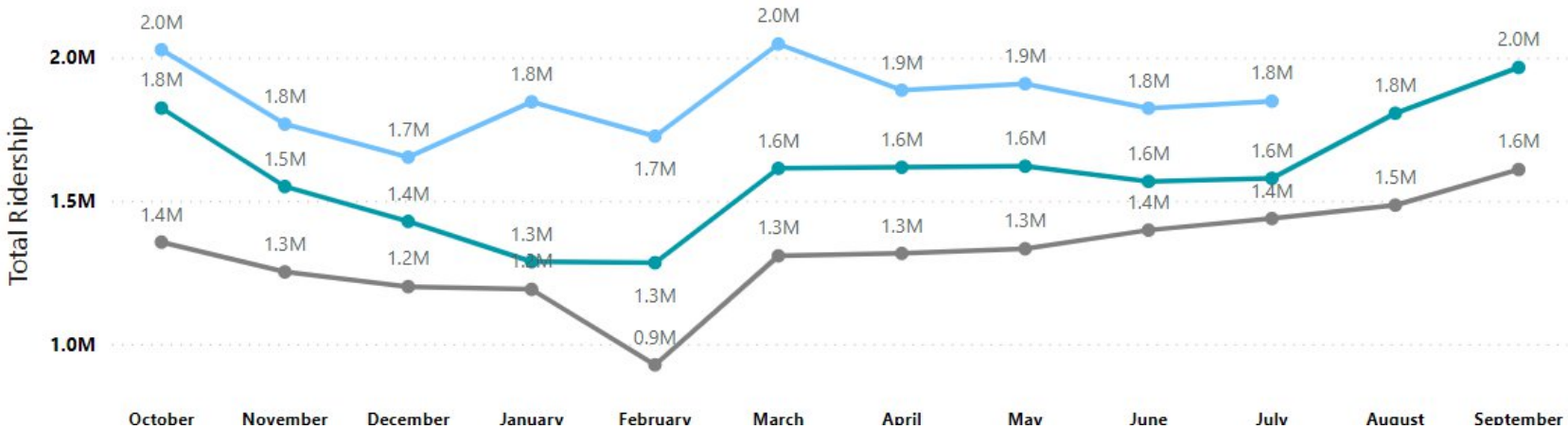


Navigate between drill-down charts:

- By Month
- By Service Type
- By Route
- By Day of Week

Monthly Ridership

FY 2021 FY 2022 FY 2023



Fiscal Year

All



Fixed-Route OTP

Rail OTP

Access OTP

Pickup OTP

Fixed-Route On-Time Performance

On-time performance (OTP) for Bus and Express is measured as the percentage of actual departure times that are less than six minutes late and not prior to scheduled departure times. Rapid operates on a headway-based schedule; its OTP is measured as a difference of less than five minutes or 50 percent of the headway, whichever is less, than the preceding bus.

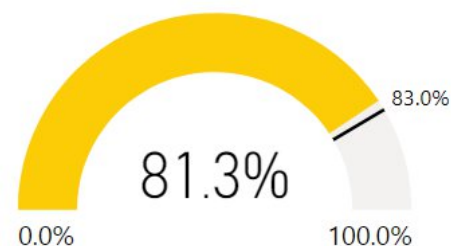
Reporting Period:

July

2023

Performance Gauge

Average Percentage



OTP Change

Previous Month:



Previous Year Same Month:



Navigate between drill-down charts:

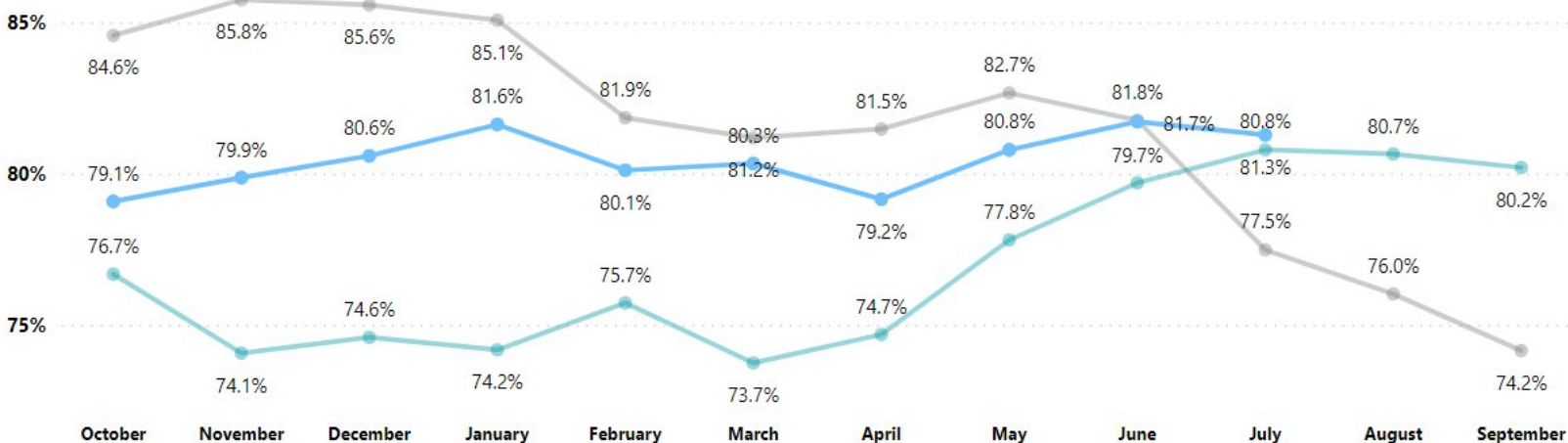
By Month

By Service Type

By Route

Monthly On-Time Performance

● FY 2021 ● FY 2022 ● FY 2023



Fiscal Year

All



Fixed-Route MDBF

Demand Response MDBF

Fixed-Route Mean Distance Between Failures (MDBF)

Measure reports the miles traveled between fixed-route bus mechanical failures that prevent the vehicle from completing a scheduled trip or starting the next scheduled trip because vehicle movement is limited or due to safety concerns.

Navigate between drill-down charts:

By Month

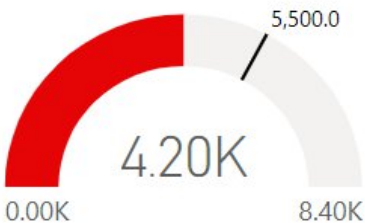
By Service Type

Reporting Period:

July

2023

Performance Gauge
Average Percentage



Change

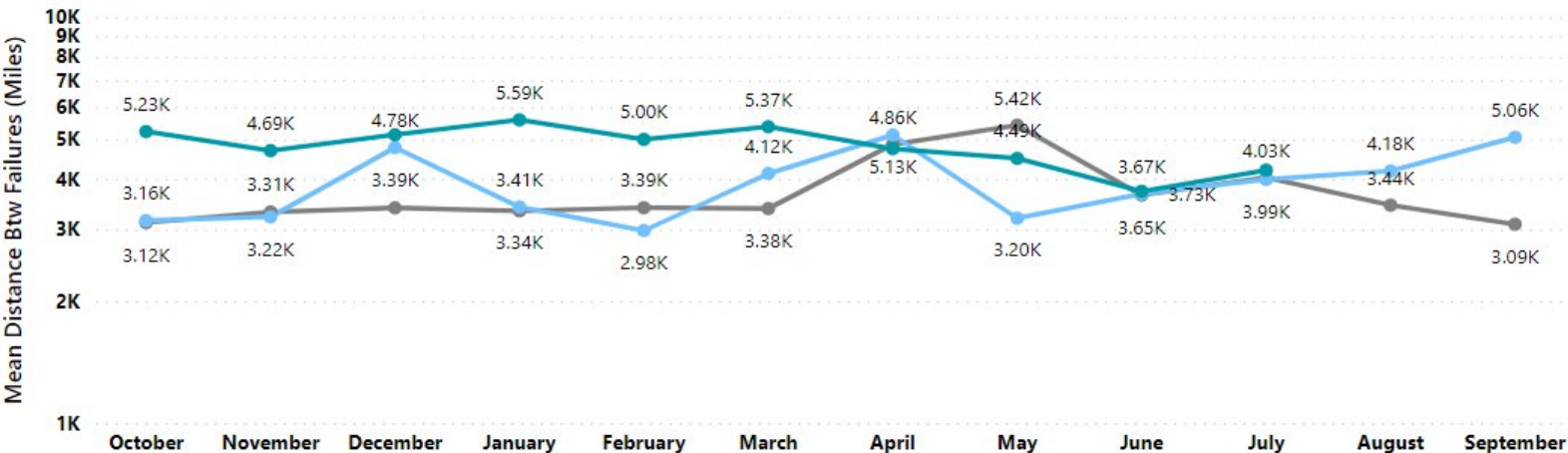
Previous Month:



Previous Year Same Month:

MDBF by Month

● FY 2021 ● FY 2022 ● FY 2023



Route Group, Route Name

All

Service Type

All

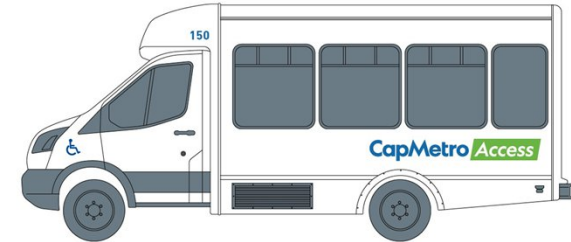
Fiscal Year

All

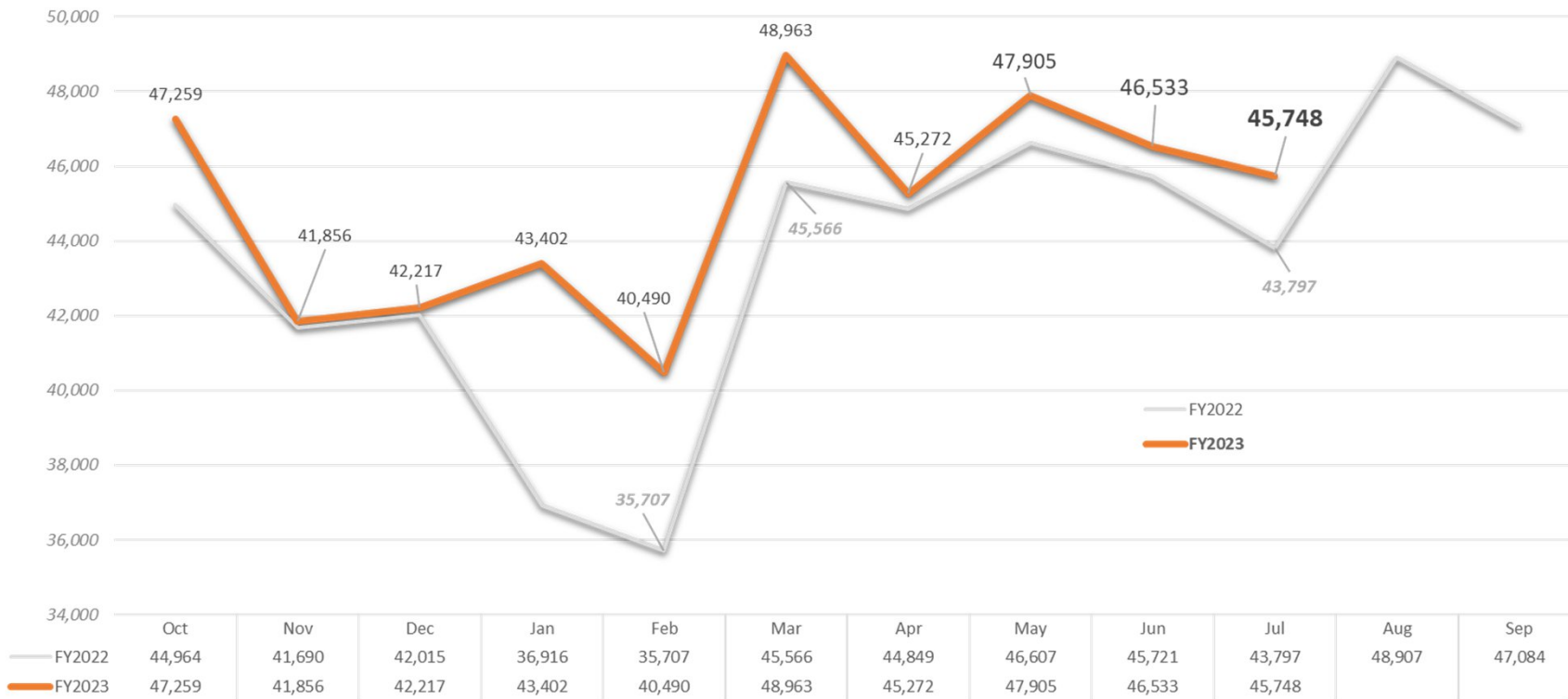
Bus Performance Insights

- Vehicle reliability continues to be our main focal point.
- “Loss Service Time” is leveling off within the established 1% goal.
- A 4% increase in Operator & Maintenance Tech recruitment for the months of July and August.
- Since March of 2023, ridership trends continue to increase at a consistent pace for optimum service sustainability.
- Strong collaboration with Schedules & Planning Department to achieve 83% OTP Metric Performance Goal.

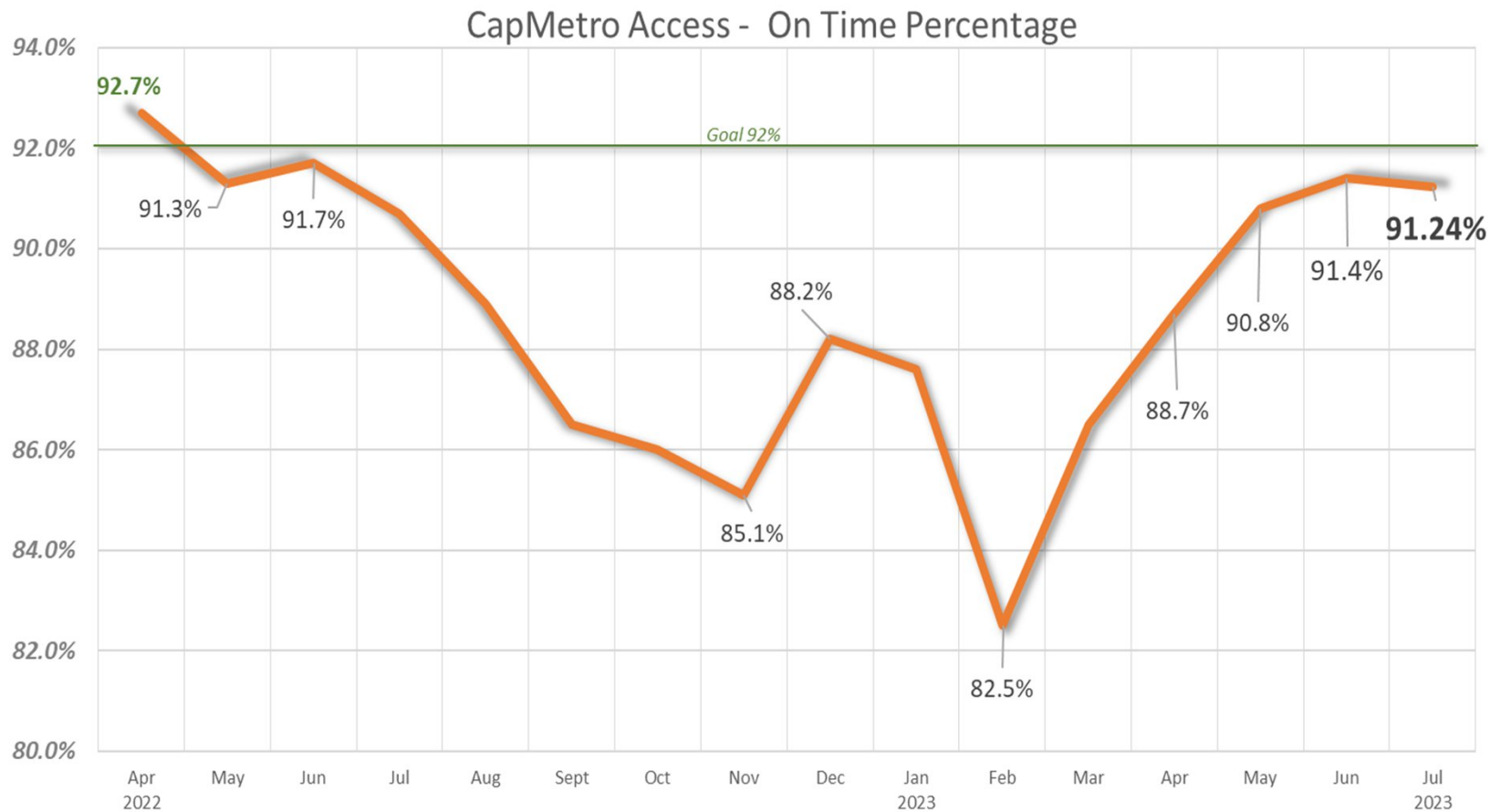
RIDERSHIP: ACCESS



COMPARISON - 2022 to 2023: 5% Overall increase over previous FY



RELIABILITY: ACCESS OTP



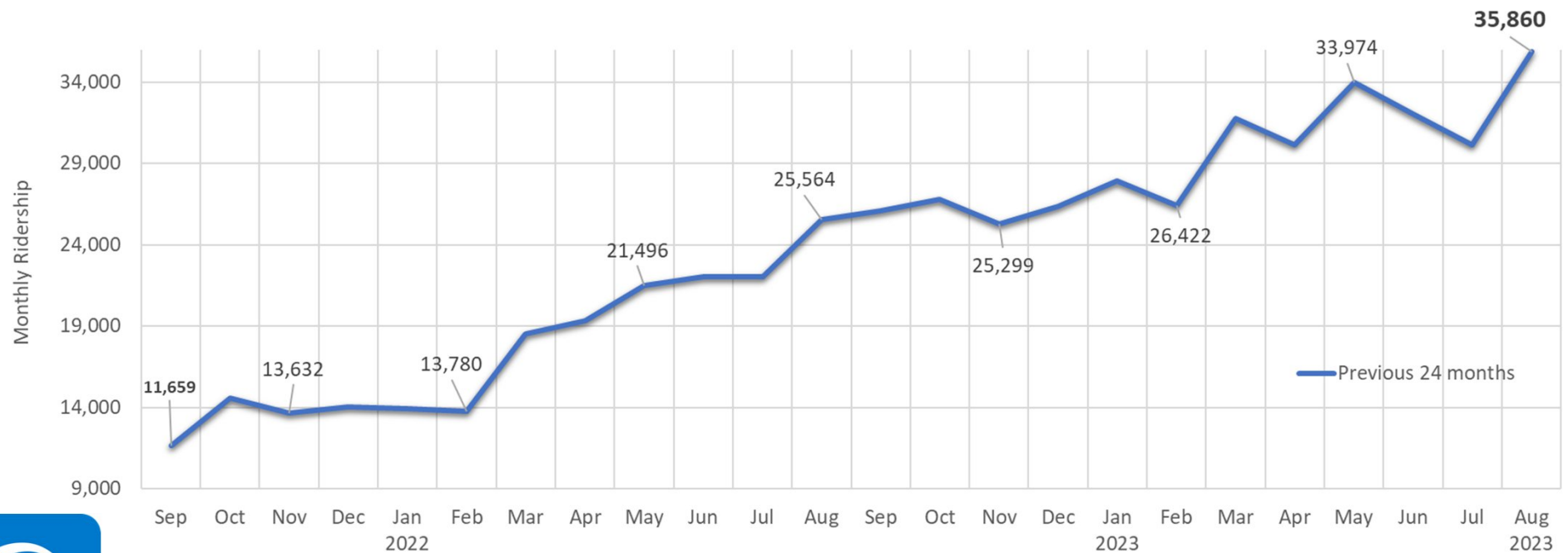
Access Performance Insights

- October 1st go-live for Spare
 - End-to-end system for scheduling, dispatch, driver manifest, routing, customer accounts, reservations, reporting/analytics, & service planning
- Currently training 500 Demand Response employees
- Workforce growth from 248 to 348 (40% increase) to date. Goal for EOY is 365 total drivers.

RIDERSHIP PICKUP

Ridership
Change Over
Previous Year  **68.2%**

PICKUP RIDERSHIP GROWTH - Previous 24 months

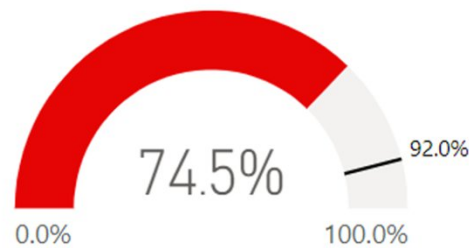


RELIABILITY: PICKUP OTP

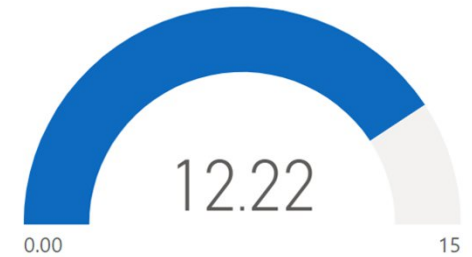
Pickup On-Time Performance

Pickup trips are on-time when a customer is picked up within 15 minutes of the requested pickup time.

Performance Gauge
Average Percentage

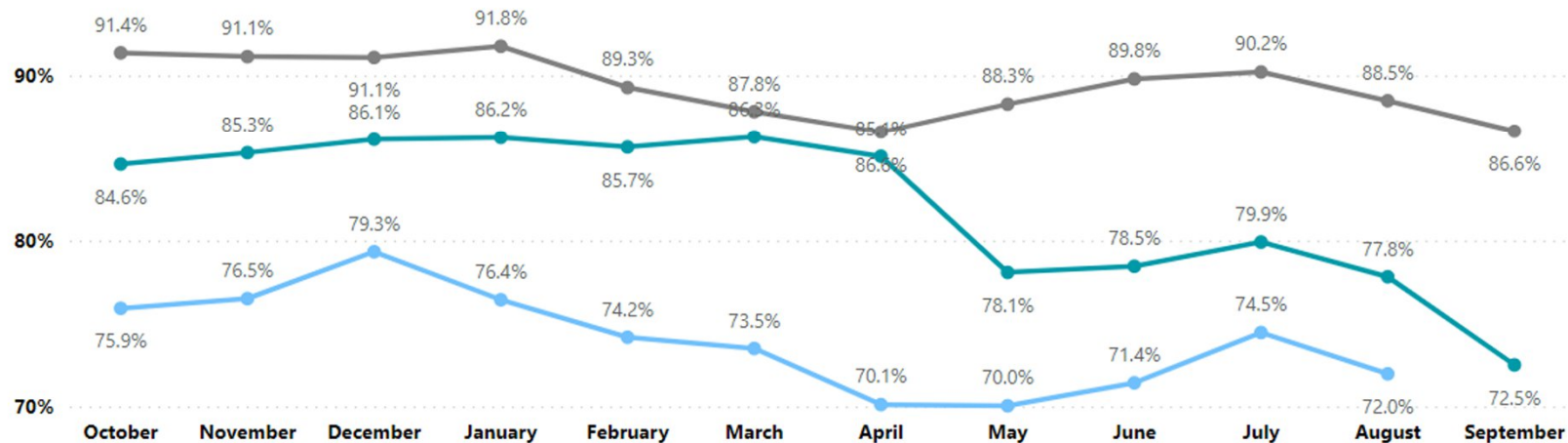


Pickup Average Wait Time (In Minutes)



Monthly On-Time Performance

● FY 2021 ● FY 2022 ● FY 2023



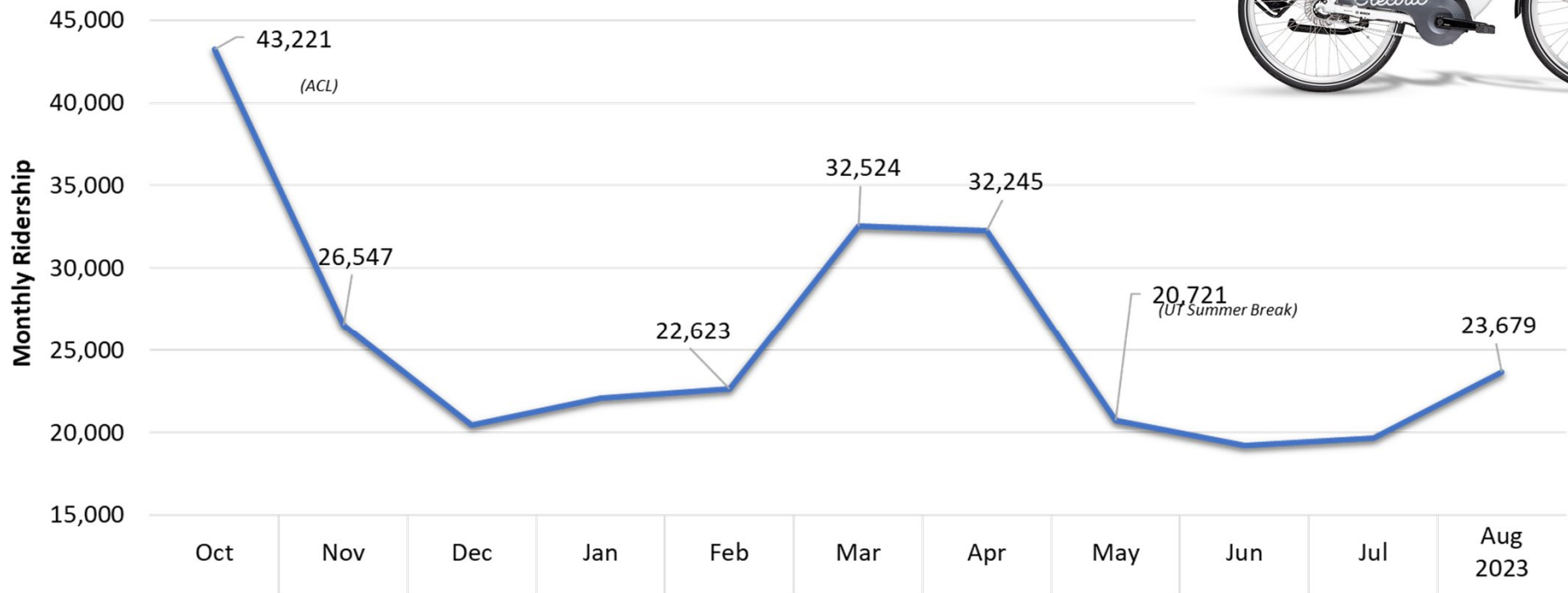
PickUp Performance Insights - July

- Ridership growth continues to break records
- Customer Rating (1-5): 4.89
- Surpassed 4 passengers per hour
- 19 additional vehicles placed into service
- Driver workforce growth from 248 to 348 is also positively impacting Pickup (shared workforce).



RIDERSHIP METROBIKE

METROBIKE RIDERSHIP - Previous 11 months



MetroBike Performance Insights

- Hardware and system reliability are limiting bikeshare use
- RFP active for 10-year contract for modernized system
- Demand is greater than current system capacity





- Systemwide Ridership
- Fixed-Route Ridership
- Rail Ridership
- Access Ridership
- Pickup Ridership

Rail Ridership

Rail ridership measures unlinked passenger trips on CapMetro's rail service. Reported monthly.

Reporting Period:

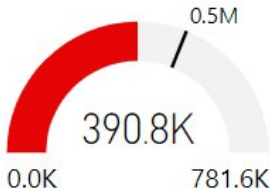
July

2023

Performance Gauge
Monthly Ridership



Performance Gauge
FY to Report Period Cumulative Ridership



Ridership Change

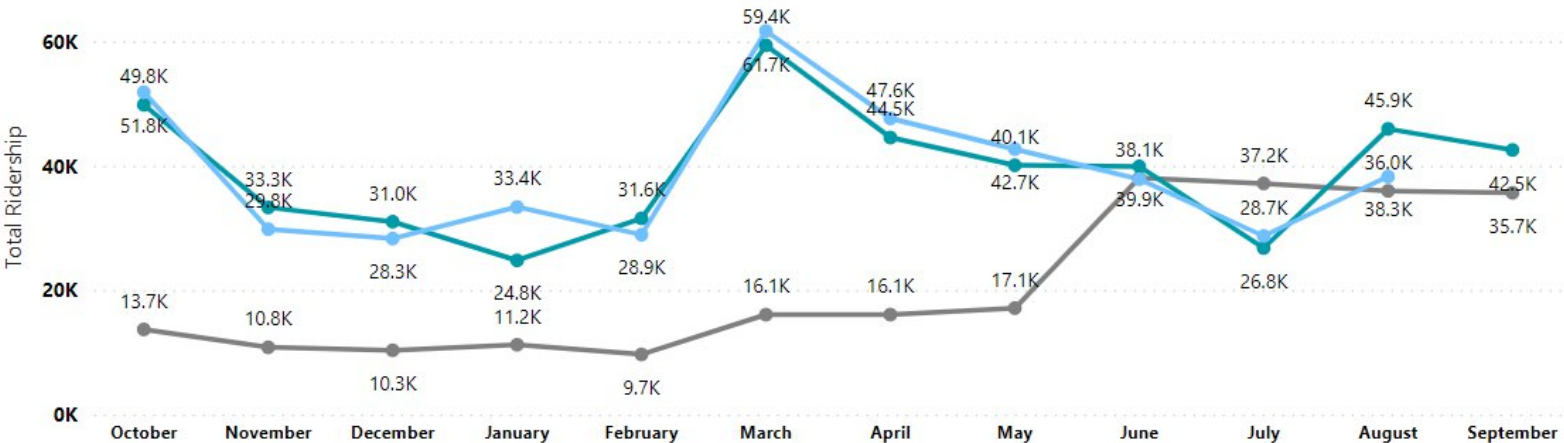


Navigate between drill-down charts:

- By Month
- By Day of Week

Monthly Ridership

FY 2021 FY 2022 FY 2023



Fiscal Year

All



Fixed-Route OTP

Rail OTP

Access OTP

Pickup OTP

Rail On-Time Performance

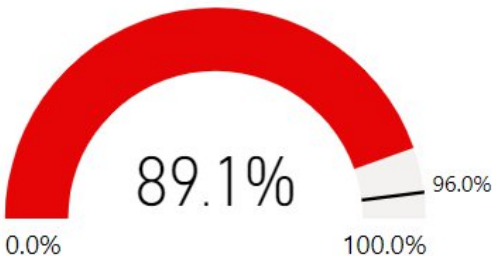
On-time performance for Rail is measured as the percentage of actual departure times that are less than six minutes late and not prior to scheduled departure times.

Reporting Period:

July
2023

Performance Gauge

Monthly Average Percentage

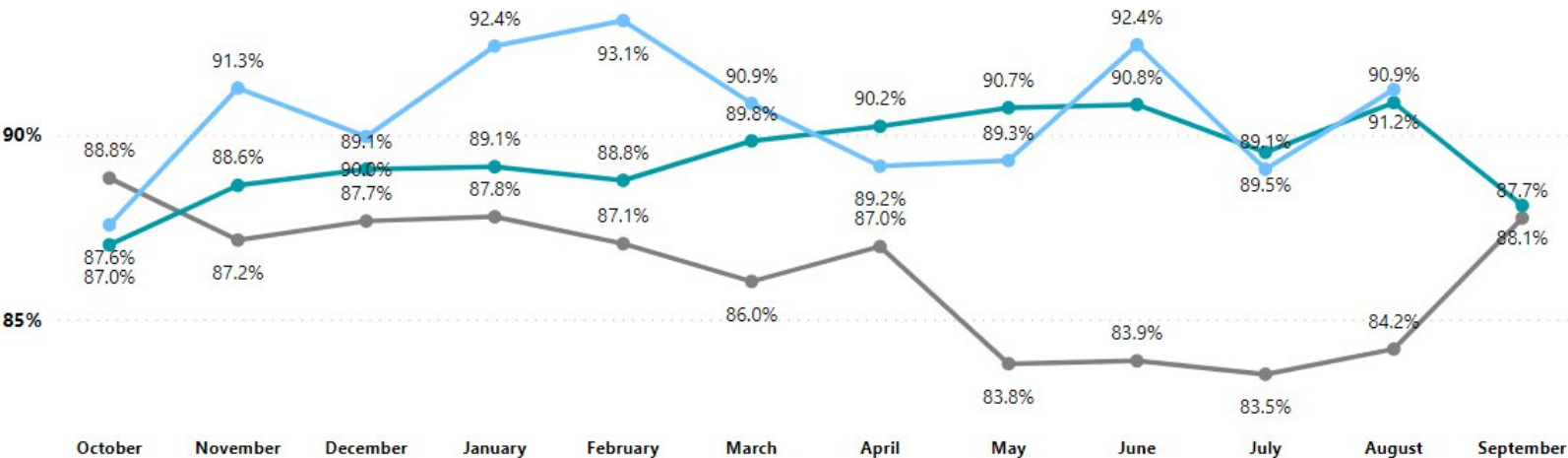


OTP Change



Monthly On-Time Performance

FY 2021 FY 2022 FY 2023



Fiscal Year

All



Fixed-Route MDBF

Demand Response MDBF

Rail MDBF

Rail Mean Distance Between Failures (MDBF)

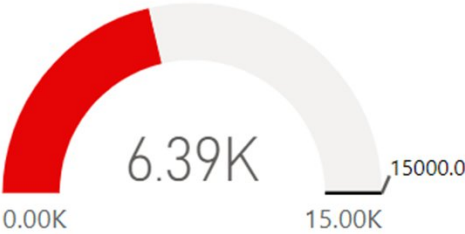
Measure reports the miles traveled between bus mechanical failures that prevent the vehicle from completing a scheduled trip or starting the next scheduled trip because vehicle movement is limited or due to safety concerns.

Reporting Period:

July

2023

Performance Gauge
Average Percentage

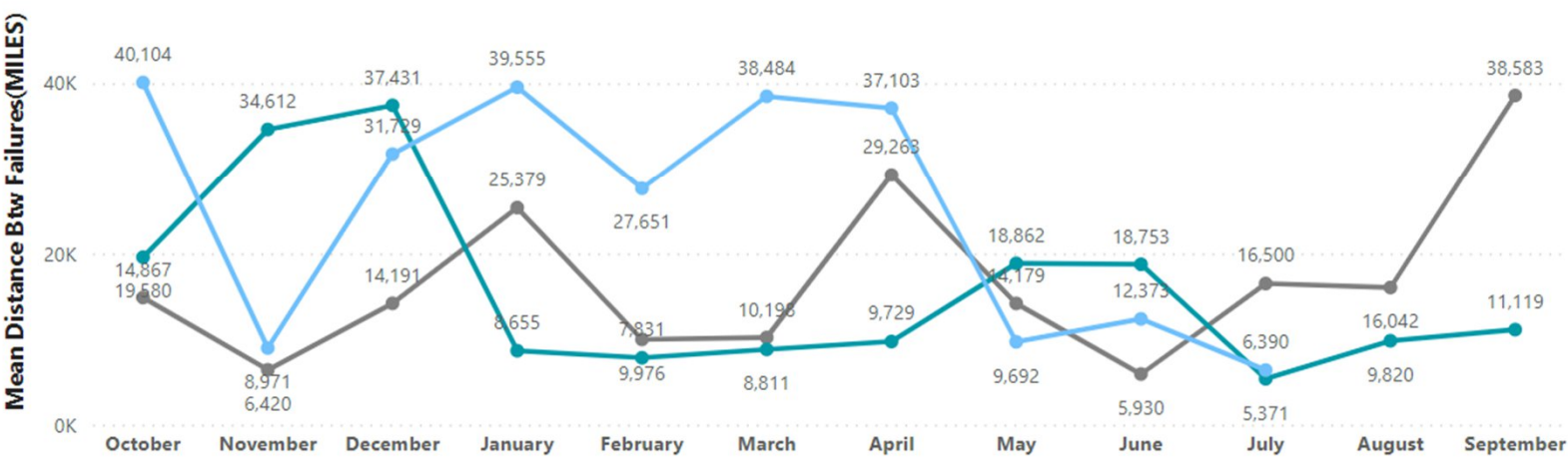


Change

Previous Month: -48.36%

MDBF by Month

Year ● 2021 ● 2022 ● 2023



Fiscal Year

All

Rail Performance Insights

- Vehicle Reliability
 - Coordinate countermeasures to facilitate DMU readiness
- Service Reliability
 - Continue to collaborate with Planning to achieve 96% OTP Metric Performance Goals
- Ridership
 - Continues to improve since March 2023 to 2.5% at a consistent rate

CapMetro

Questions
