



Agenda
Capital Metropolitan
Transportation Authority
Operations, Planning and Safety
Committee

2910 East 5th Street
Austin, TX 78702

Wednesday, September 15, 2021

12:30 PM

Videoconference Meeting

This meeting will be livestreamed at <http://capmetrotx.legistar.com>

I. Public Comment

II. Action Items

1. Approval of minutes from the August 18, 2021 Operations, Planning and Safety Committee meeting.
2. Approval of a resolution authorizing the President & CEO, or his 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 \$237,111 in FTA Section 5307 Funds and \$911,854 in local funds from Travis County per year.
3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of Limited Paratransit Service for an amount not to exceed \$162,684 in FTA funds and \$244,026 in local funds from the City of Georgetown.
4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Amendment No. 1 to the Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service to extend the term of the Pickup Pilot through March 22, 2022 and update the cost allocation for the Pickup Service Pilot.
5. Approval of a resolution authorizing the President & CEO, or his designee, to amend the Interlocal Agreement with the City of Round Rock for operation of transit service and to increase the fees for service by \$388,201 for a total reimbursement not to exceed \$5,246,443.
6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an interlocal agreement with Austin Community College for a bus stop at ACC's Cypress Creek Campus on Capital Metro's Route 214 (or its successor route), as well amendments extending the term of the interlocal agreement through September 30, 2026.
7. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of Limited Paratransit Service to the City of Georgetown for a period of one year in an amount not to exceed \$387,342.

8. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 2 to Supplement No.10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of up to one year in an amount not to exceed \$342,638.
9. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 4 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 \$1,206,657.
10. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 3 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one (1) year in an amount not to exceed \$698,000.
11. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 3 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$210,000.
12. Approval of a resolution authorizing the President & CEO or his designee, to finalize and execute contracts with New Flyer of America Inc. and Proterra Operating Company, to purchase up to 197 battery electric transit buses, vehicle chargers, and related equipment over a five-year period in a total amount not to exceed \$ 254,984,089.
13. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a task order contract with _____ for FTA Real Estate Consulting and Relocation Assistance Services for three (3) base years with three (3) option years in an amount \$_____.

IV. Items for Future Discussion

V. 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: Ann Kitchen, Chair; Jeffrey Travillion, Pio Renteria and Eric Stratton..

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-188

Agenda Date: 9/15/2021

Approval of minutes from the August 18, 2021 Operations, Planning and Safety Committee meeting.



Minutes
Capital Metropolitan
Transportation Authority
Operations, Planning and Safety
Committee

2910 East Fifth Street
Austin, TX 78702

Wednesday, August 18, 2021

12:30 PM

Videoconference Meeting

12:32 p.m. Meeting Called to Order

Present	Jeffrey Travillion, Sabino Renteria, and Eric Stratton
Absent	Ann Kitchen

I. Public Comment

Zenobia Joseph provided public comment.

II. Action Items

1. Approval of minutes from the July 14, 2021 Operations, Planning and Safety Committee meeting.

A motion was made by Renteria, seconded by Stratton, that these minutes be adopted. The motion carried by the following vote:

Aye: Travillion, Renteria, and Stratton

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

A motion was made by Renteria, seconded by Stratton, that this Resolution be recommended for the consent agenda at the Board of Directors meeting on 8/30/2021.. The motion carried by the following vote:

Aye: Travillion, Renteria, and Stratton

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

A motion was made by Stratton, seconded by Renteria, that this Resolution be recommended for the consent agenda at the Board of Directors meeting on 8/30/2021. The motion carried by the following vote:

Aye: Travillion, Renteria, and Stratton

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

A motion was made by Stratton, seconded by Renteria, that this Resolution be recommended for the consent agenda at the Board of Directors meeting on 8/30/2021. The motion carried by the following vote:

Aye: Travillion, Renteria, and Stratton

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

A motion was made by Renteria, seconded by Stratton, that this Resolution be recommended for the action item agenda at the Board of Directors meeting on 8/30/2021. The motion carried by the following vote:

Aye: Travillion, Renteria, and Stratton

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

Zenobia Joseph provided comments on this item prior to the vote.

A motion was made by Renteria, seconded by Stratton, that this Resolution be recommended for the action item agenda at the Board of Directors meeting on 8/30/2021. The motion carried by the following vote:

Aye: Travillion, Renteria, and Stratton

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

Zenobia Joseph provided comments on this item prior to the vote.

A motion was made by Renteria, seconded by Stratton, that this Resolution be recommended for the consent agenda at the Board of Directors meeting on 8/30/2021. The motion carried by the following vote:

III. Presentations

1. FY2022 Proposed Budget Update

IV. Items for Future Discussion

V. Adjournment

1:45 p.m. Meeting Adjourned

ADA Compliance

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Committee Members: Ann Kitchen, Chair; Jeffrey Travillion, Pio Renteria and Eric Stratton..

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-169

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his 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 \$237,111 in FTA Section 5307 Funds and \$911,854 in local funds from Travis County per year.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

BUSINESS CASE: Travis County is participating in the Capital Metro Service Expansion Program, which provides Travis County with up to \$237,111 per year in FTA Section 5307 funds for transit projects. This Interlocal Agreement (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 15, 2021.

EXECUTIVE SUMMARY: Travis County is participating in the Capital Metro Service Expansion Program. This program provides a portion of FTA Section 5307 funding to areas that are urbanized but are outside the Capital Metro service area. Based on the unincorporated urbanized area population, Travis County has \$237,111 in federal transit funding available per year to apply to transit planning or service related costs through this program. To access the federal funds, Travis County completed a Transit Development Plan, or TDP, per the guidelines of the Service Expansion Policy. Current projects include updating Travis County's TDP and continued funding of the urbanized unincorporated portions of the Routes 233, Route 237, Route 271, Route 318, Manor Pickup and Hornsby Bend Service Pilot.

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-169

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to build ridership and increase market share of alternate transit use.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to 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 \$237,111 in FTA Section 5307 funds and \$911,854 in local funds from Travis County per year.

Date: _____

**Secretary of the Board
Eric Stratton**

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

I. Contracting Parties:

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

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

II. Recitals:

- a. Capital Metro 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 Capital Metro) and the Anderson Mill area of Williamson County.
- b. Texas Transportation Code, Section 451.056, grants Capital Metro the authority to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area.

- c. A Service Expansion Policy, approved by Capital Metro’s Board of Directors in June 2008, amended in April 2014, and endorsed by the Capital Area Metropolitan Planning Organization (CAMPO) in June 2014, allows Capital Metro to partner with cities and counties that are not currently a part of Capital Metro’s service area.
- d. In July 2015, Capital Metro and Travis County entered into an agreement (the “**2015 Agreement**”) for Capital Metro to provide service on Route 233 (the Far Northeast Feeder) and Route 237 (the Northeast Feeder) in portions of Travis County not within Capital Metro’s service area. The 2015 Agreement terminated on June 30, 2016.
- e. Capital Metro and Travis County subsequently entered into that certain Interlocal Agreement for Capital Metro to provide Northeast Flex Route and Far North Flex Route, dated effective July 1, 2016 (the “**2017 Agreement**”) for Capital Metro to continue service. The 2017 Agreement terminated on September 30, 2018.
- f. Capital Metro and Travis County subsequently entered into that certain Interlocal Agreement for Capital Metro 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. The 2018 Agreement terminated on September 30, 2021.
- g. 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.
- h. Travis County desires for Capital Metro to continue to provide transit services in the unincorporated urbanized areas of Travis County, and Capital Metro desires to continue to provide these transit services.
- i. In order to provide a sustainable funding partnership for transit services in the unincorporated urbanized areas of Travis County, Capital Metro and Travis County propose to continue to include the County in accordance with Capital Metro’s regional Service Expansion Policy.
- j. 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 Capital Metro’s regional Service Expansion Policy, Travis County, in cooperation with Capital Metro, prepared a Transit

Development Plan (“**TDP**”), which was adopted by Travis County Commissioners Court on July 10, 2018.

- k. The TDP recommends implementation of additional transit service in urbanized unincorporated portions of Travis County that are eligible for Section 5307 Funds.
- l. 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. Capital Metro agrees to provide and operate bus services (“**Bus Services**”) for the following bus routes to serve a portion of Travis County not currently a part of Capital Metro’s service area (collectively, the “**Bus Routes**”):
 - 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 Area Pickup; and
 - 6. Hornsby Bend Service Pilot.
- b. 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) 2022 (October 1, 2021 – September 30, 2022) (“**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 Capital Metro or a consultant to Capital Metro 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. Capital Metro 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.

- c. As with all Capital Metro services, passengers accessing the Services will be allowed access to all other fixed routes and rail, provided that they pay the appropriate fares charged by Capital Metro.
- d. Capital Metro may provide the Services through a third-party service provider.
- e. All public relations related to the Services will be coordinated through the Capital Metro Public Information Office.
- f. Capital Metro will monitor ridership on the Services and email ridership reports for each Bus Route to Travis County Transportation and Natural Resources staff on a monthly basis.
- g. Capital Metro and Travis County staff will meet at least quarterly to review performance and coordinate on any modification to the Bus Routes.
- h. Capital Metro will collaborate with Travis County to develop and implement a comprehensive communications and marketing plan for the Hornsby Bend Service Pilot (“Communications and Marketing Plan”). Travis County will work with Capital Metro on marketing and communications efforts as part of delivery and refinement for the Hornsby Bend Service Pilot. Travis County will reimburse Capital Metro up to \$10,000 for the “hard” costs associated with the Communications and Marketing Plan, including, but not limited to, printing and mailing costs. The Parties will mutually agree to the expenditure of such “hard” costs prior to Capital Metro incurring the costs.

IV. Financial Terms:

- a. 5307 Funds. Total Section 5307 Funds allocated for the Services shall not exceed \$237,111 for Federal Fiscal Year 2022.
- b. Local Funds. For Federal Fiscal Year 2022, Travis County will provide local funds in an amount that shall not exceed \$911,854 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 for TDP Services.
2. Travis County will provide a match of 60 percent of the Section 5307 Funds for Bus Services.
3. Subject to the County's total contribution limit of \$911,854 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.
4. Travis County will allocate up to \$10,000 for the reimbursement of "hard" costs related to the Communications and Marketing Plan in accordance with Section III.h. of this Agreement.

c. Fare Recovery. Capital Metro 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), Capital Metro 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 Capital Metro under this Agreement for the invoiced month and (ii) Capital Metro's actual fare recovery percentage for the invoiced month. The monthly Capital Metro fare recovery percentage will be calculated by dividing (i) the total amount of actual fares collected for all transit services provided by Capital Metro in the invoiced month by (ii) the total amount of Capital Metro's operation costs for the invoiced month.
2. For the Hornsby Bend Service Pilot, Capital Metro will deduct from each monthly invoice an amount equal to the product of (i) the total numbers of customers utilizing the Hornsby Bend Service Pilot for the invoiced month and (ii) the revenue collected by Capital Metro for each such customer. As of the Effective Date of the Agreement, Capital Metro collects \$0.52 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments. Capital Metro will provide written notification to Travis County of any such change, including the reasons for the change and the effective date of the change.

3. For the Manor Area Pickup, Capital Metro will deduct from each monthly invoice an amount equal to the product of (i) one-quarter (1/4) of the total numbers of customers utilizing the Manor Area Pickup for the invoiced month and (ii) the revenue collected by Capital Metro for each such customer. As of the Effective Date of the Agreement, Capital Metro collects \$0.52 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments. Capital Metro will provide written notification to Travis County of any such change, including the reasons for the change and the effective date of the change.

- d. Capital Metro 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 Capital Metro for the Services performed that exceed the eligible Section 5307 Funds available for those Services, less the fare recovery amounts set forth in Section IV.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 Capital Metro 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, Texas 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 Capital Metro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.

V. Term of the Agreement:

This Agreement shall take effect on October 1, 2021 (“**Effective Date**”) and terminates September 30, 2022.

VI. 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.

VII. Miscellaneous:

a. Cooperation

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

b. Force Majeure

In the event that the performance by 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: Randy Clarke (or his successor)
President & CEO
Capital Metropolitan Transportation Authority
700 Lavaca St.
Austin, TX 78701

WITH A COPY TO: Chief Counsel
Capital Metropolitan Transportation Authority
700 Lavaca St.
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 Capital Metro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by Capital Metro's Board of Directors or as otherwise provided in this Agreement. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

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

f. Invalid Provision

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

g. Inspection of Books and Records

- (1) The Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review, inspection, and reproduction at their respective office during the period that this Agreement is in effect and for four years after the Agreement is terminated or until any impending litigation or claims are resolved, whichever is later.
- (2) Capital Metro and Travis County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires Capital Metro or Travis County to waive any applicable

exceptions to disclosure under the Texas Public Information Act.

h. Current Funds

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

i. Venue

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

j. Interpretation

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

k. Application of Law

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

l. Mediation

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

m. Third Party Rights Not Created

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they

are entitled against any person or legal entity that is not a Party to this Agreement.

n. Counterparts

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

o. Sovereign Immunity

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

p. Contract Authority

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

q. Taxpayer Identification

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

r. Survival

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

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

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

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

Signature Date: _____

Approved as to Form

By: _____
CMTA Legal Department

RECEIVING AGENCY
Travis County, Texas

By: _____
Andy Brown
County Judge

Signature Date: _____

Regional Transportation Agreements

Operations, Planning and Safety Committee
September 15, 2021

1



Resolutions for Approval (Items 2 – 11)

- Regional Agreements

- Travis County ILA – Item No. 2
- City of Georgetown ILA – Item No. 3
- City of Pflugerville Pickup Pilot Service ILA Amendment No. 1 – Item No. 4
- Round Rock ILA Amendment No. 2 – Item No. 5
- ACC ILA – Item No. 6

- CARTS Supplements

- Georgetown Supplement No. 9 Amendment 4 – Item No. 7
- Hornsby Bend Service Pilot Supplement No. 10 Amendment 2 – Item No. 8
- Manor Pickup Supplement No. 8 Amendment 4 – Item No. 9
- Route 214 Supplement No. 2 Amendment 3 – Item No. 10
- Route 990 Supplement No. 4 Amendment 3 – Item No. 11

Service Expansion Program

- Service Expansion Policy provides for distributing federal transit funding (Section 5307 Funds) to implement regional transit service
- Area jurisdictions outside CapMetro Service area can participate
- To participate, jurisdictions must:
 - Complete a Transit Development Plan (TDP) to identify service needs, alternatives and financing
 - Enter into Interlocal Agreements (ILAs) with Capital Metro

Travis County ILA – Item No. 2

- Interlocal Agreement funds
 - Portions of Routes 233, 237, 271 and 318
 - Portions of Manor Pickup (Operated by CARTS)
 - Possible Hornsby Bend Service Pilot (Operated by CARTS)
 - Updating the existing Transit Development Plan (TDP)

FTA Funding for FY22	Local Funding (Travis County)	Estimated Fully Allocated Cost of Service FY22
\$237,111	\$911,854	\$1,148,965

City of Georgetown ILA – Item No. 3

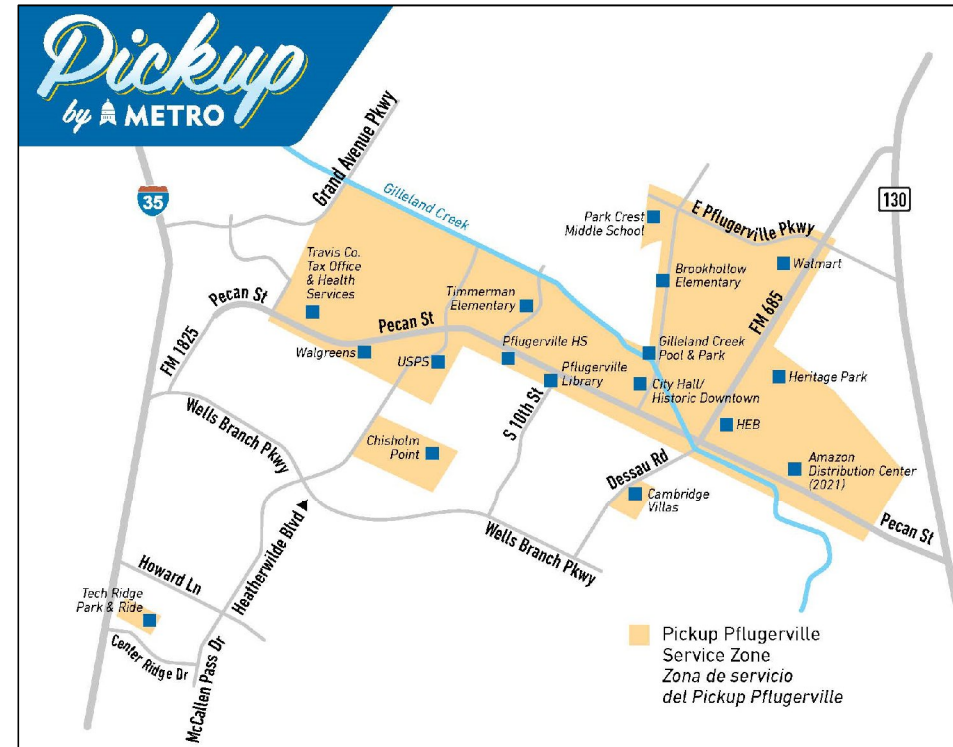
- Georgetown decided to transition to limited paratransit service only with no fixed route.
- CARTs operates service via contract w/ CapMetro
- Agreements expire September 30.

FTA Funding	Local Funding (City of Georgetown)	Fully Allocated Cost of Service FY2022
\$162,684	\$244,026	\$406,710

City of Pflugerville ILA Amendment No. 1 – Item No. 4

- Pflugerville is the newest participant in the program
 - Service began on March 23, 2021
- Agreement funded one-year Pflugerville Pickup Pilot
- ILA Amendment No. 1 will continue through March 22, 2022

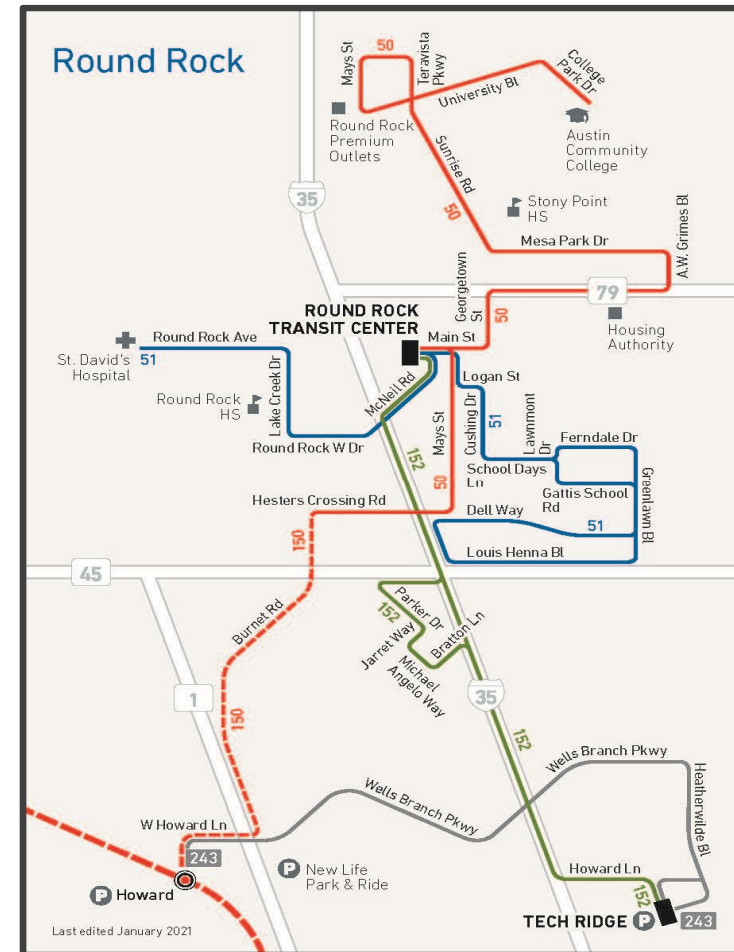
FTA Funding	Local Funding (City of Pflugerville)	Estimated Fully Allocated Cost of One-Year Pilot
\$200,157	\$310,235	\$510,392



Round Rock ILA Amendment No. 2 – Item No. 5

- Amendment No. 2
 - Adds funds and extends ILA to September 30, 2022
 - Round Rock is a direct recipient of Section 5307 Funds
 - Routes include:
 - Routes 50/150 – Round Rock Howard
 - Route 51 – Round Rock Circular
 - Route 152 – Round Rock Tech Ridge Limited
 - Route 980 – Round Rock Austin Express
 - Paratransit service is contracted out to Star Shuttle

Current ILA Amount	Additional Funding	Total Estimated Amount
\$4,858,242	\$388,201	\$5,246,443



Austin Community College ILA – Item No. 6

Austin Community College (ACC) Cypress Creek stop

- The campus and one stop on Route 214 are located in Cedar Park – outside of service area
- Route 214 is operated by CARTS.
- The agreement is for a 3-year base term and includes the option for two 1-year extension periods (October 1, 2021 – September 30, 2026)
- Total estimated amount of \$143,805.
- ACC's Board of Trustees approved this ILA on August 9.

CARTS Supplements (Items 7-11)

- In addition to the Service Expansion Program, CARTS operates three services in the Capital Metro service area:
 - Item No. 7 - Georgetown - \$387,342
 - Item No. 8 - Hornsby Bend - \$342,638
 - Item No. 9 - Manor Pickup - \$1,206,657
 - Item No. 10 - Route 214 Lago Vista Feeder - \$698,000
 - Item No. 11 - Route 990 Manor Express - \$210,000

Resolutions for Approval (Items 2 – 11)

- Regional Agreements
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 - Route 990 Supplement No. 4 Amendment 3 – Item No. 11



METRO

THANK YOU!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-185

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of Limited Paratransit Service for an amount not to exceed \$162,684 in FTA funds and \$244,026 in local funds from the City of Georgetown.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

BUSINESS CASE: As the FTA Designated Recipient for transit funding for the Austin Urbanized Area, Capital Metro is responsible for allocating FTA funds within the urbanized area. The 2010 Census designated Georgetown as part of the Austin Urbanized Area and the city desires to use FTA funds to support 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 15, 2021.

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

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-185

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of Limited Paratransit Service for the amount not to exceed \$162,684 in FTA funds and \$244,026 in local funds from the City of Georgetown.

**Secretary of the Board
Eric Stratton**

Date: _____

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

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

RECITALS

WHEREAS, City desires to partner with Capital Metro to obtain transit services within the City’s limits for a segment of the City’s general public defined by physical or functional disability (“**Limited Paratransit Service**”); and,

WHEREAS, Capital Metro desires to provide the Limited Paratransit Services to the City; and,

WHEREAS, the Limited Paratransit Services will be funded by Federal Transit Administration (“FTA”) funding under 49 U.S.C. 5307 (“**Section 5307**”) and 49 U.S.C. 5310 (“**Section 5310**”); and,

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

AGREEMENT

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

2. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement (“**Effective Date**”) and shall terminate on September 30, 2022, unless terminated for cause or convenience prior to the expiration date (“**Term**”).
3. **Fees.** The fees for Services (collectively, the “**Fees**”) shall not exceed the following amounts:
 - a) For one vehicle, \$108,456 in FTA Section 5307 funds and \$162,684 in corresponding local match funds from the City, which shall be based on the vehicle weekday hours and hourly rates set forth in Exhibit B.
 - b) For one additional vehicle, \$54,228 in FTA Section 5307 funds and \$81,342 in corresponding local match funds from the City, which shall be based on vehicle weekday hours and the hourly rates set forth in Exhibit B.
 - c) The City will be responsible for 100 percent of the costs for any Services provided after the Section 5307 Funds expenditure balance is exhausted. The City is responsible for tracking invoices and Section 5307 Funds expenditure balance. The City and Capital Metro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.
4. **Invoicing and Payment.**
 - a) The City shall pay Capital Metro for Services rendered and accepted, in accordance with rates set forth in Section 4 of this Agreement.
 - b) Invoices may be submitted once per month and submitted to the attention of:

City of Georgetown
Finance Department
P.O. Box 409
Georgetown, Texas 78627
 - c) Upon Capital Metro’s submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.
5. **Insurance.** Capital Metro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in Exhibit C attached to this Agreement.
6. **Service Change.** The Parties recognize that providing Limited Paratransit Services constitutes a service change, as the City contracted with the Capital Metro to provide fixed route services and complementary paratransit services within the City limits through September 30, 2021 under that certain Interlocal Agreement for Contracted

Transit Services, dated effective October 1, 2020. The City's decision to effectuate this change is based on a review of ridership and an overall cost benefit analysis of that contract. The City also undertook outreach efforts to the public regarding the proposed service change, including gathering public comments, some of which expressed concern and objection to the elimination of fixed route service. The City considered those comments and the potential impact to affected segments of the population and ultimately determined that the service change is in the best interest of the City and the general public at this time.

7. **Independent Contractor.** Capital Metro's relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall at all times be under Capital Metro's exclusive direction and control and shall be employees or subcontractors of Capital Metro and not employees of the City. There shall be no contractual relationship between any subcontractor or supplier of Capital Metro and the City by virtue of this Agreement. Capital Metro shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
8. **Standards of Performance.** Capital Metro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. Capital Metro shall use only licensed personnel to perform work required by law to be performed by such personnel.
9. **Licenses and Permits.** Capital Metro shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of Services to be provided under this Agreement including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.
10. **Notice of Labor Disputes.** If Capital Metro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Capital Metro immediately shall give notice, including all relevant information, to the City.
11. **Excusable Delays.** Except for defaults of subcontractors, Capital Metro shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of Capital Metro. Examples of these causes are: acts of God or of the public enemy, acts of the City of in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Capital Metro.

- 12. Termination for Convenience.** A party may, whenever the interests of that Party so require, terminate this Agreement, in whole or in part, for the convenience of that Party. Such Party shall give ninety (90) days' prior written notice of the termination to the other Party specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Services so terminated, and, on the date set forth in the notice of termination, Capital Metro will stop the Services to the extent specified; provided, any such termination must align with Capital Metro's three (3) yearly service changes, which occur in January, June, and August. Notwithstanding the foregoing, either Party may terminate at any time in the event that the federal funds are withdrawn, terminated, or canceled by the FTA or a successor agency. In the event of such a termination, the 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, Capital Metro will stop the Services to the extent specified.
- 13. Equal Employment Opportunity.** In connection with the execution of this Agreement, Capital Metro shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability. Capital Metro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, gender, sexual orientation, sex, age national origin, or ability. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 14. Federal Funding.**
- a) The Parties intend to use federal funds to meet a portion of the financial obligations under Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies and Agreement requirements necessary to obtain and expend anticipated federal funds and reimbursements, including but not limited to the requirements of 49 C.F.R. section 18.36.
 - b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2021 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/2021-02/FTA-Master-Agreement-v28-2021-02-09.pdf>. In doing so, the Parties will require compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations and funding requirements.

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

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

- a) The City and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times at Capital Metro offices, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this Agreement.
- b) All records shall be made available at the office of Capital Metro at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this Agreement or for the amount of time required under applicable records retention laws, whichever is longer except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement or for the amount of time required under applicable records retention laws, whichever is longer.

17. **Liability and Limitation of Liability.**

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

18. **Assignment.** This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither Party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective.
19. **Governing Law.** The rights, obligations, and remedies of the Parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this Agreement, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern.
20. **Venue.** Venue for any action shall lie exclusively in Travis County, Texas.
21. **Incorporation by Reference.** Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.
22. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal or unenforceable for any reason, such as invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be constructed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.
23. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
24. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered in person or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or Capital Metro, as the case may be, at the addresses set forth below. Notice given by any other manner shall be deemed effective only if and when received by the Party to be notified. A Party may change its address for notice by written notice to the other Party as herein provided.

If to City:

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

With copy to:

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

If to Capital Metro:

Capital Metropolitan Transportation Authority
Attn: Executive Vice President of Strategic Planning and Development
700 Lavaca, 14th Floor
Austin, Texas 78701

With copy to:

Capital Metropolitan Transportation Authority
Attn: Chief Counsel
700 Lavaca, 14th Floor
Austin, Texas 78701

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

25. **Performance**. The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
26. **No Waiver**. The Parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
27. **Amendment**. This Agreement may be amended only in writing by an instrument signed by an authorized representative of Capital Metro and the City. The City Manager and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the

Georgetown City Council and Capital Metro's Board of Directors' approval, but only to the extent necessary to implement and further the clear intent of the respective governing boards approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

28. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.
29. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
30. **Appropriation of Funds.** The obligations of the City under this Agreement to make payments to Capital Metro are subject to appropriation by the City of funds that are lawfully available to be applied for such purpose. If City fails to make such an appropriation prior to a fiscal period of City for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. If feasible, the City shall deliver notice to Capital Metro of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.
31. **Survivability.** The provisions of Sections 14 through 17 shall survive the termination, expiration, or non-renewal of this Agreement.
32. **Exhibits.** The following exhibits are incorporated herein by reference:
 - A. Scope of Services
 - B. Fees
 - C. Insurance

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

Capital Metropolitan Transportation Authority

City of Georgetown

By: _____

By: _____

Sharmila Mukherjee
Executive Vice President
Strategic Planning and Development

Josh Schroeder:
Mayor, City of Georgetown

Date: _____

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 Services operated by a Third Party Service Provider through a contract with Capital Metro for the City:

- 1.1. Capital Metro through its Third Party Service Provider shall provide an operationally dependable vehicle service for passenger use, equipped for maximum passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.
- 1.2. Capital Metro through its Third Party Service Provider shall furnish all supervision, personnel, passenger vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals as required to perform an operationally dependable public transportation service.
- 1.3. Third Party Service Provider shall provide reservation and dispatch services in response to reservations made by customers or their agents through the Third Party Service Provider's reservation system for paratransit service.
- 1.4. Paratransit service eligibility and scheduling shall be completed by the Third Party Service Provider based on the application attached as Attachment 1, which may be revised from time to time subject to written approval from the City.

2. SERVICE PERIOD

The Limited Paratransit 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.

3. VEHICLE REQUIREMENTS

Up to (2) vehicles are required for Limited Paratransit 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.

4. VEHICLE HOURS

Vehicle hours for one vehicle are:

- Estimated Total Daily Weekday Hours = 12.5
- Estimated Total Annual Weekday Hours = 3,188

Total Annual Weekday Hours for one additional vehicle, to be utilized as necessary to meet customer demand, are 1,594.

Total Annual Weekday Hours for the two vehicles are estimated to be 4,782.

5. VEHICLES

- 5.1. 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 wheelchair positions.
- 5.2. Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations.
- 5.3. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. All vehicles operated by the Third Party Service Provider shall be painted in accordance with the Capital Metro's graphic program.

- 5.8. 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.

6. EQUIPMENT CONDITION

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

7. REPORTING

- 7.1. Capital Metro shall submit system information to the National Transit Database (“NTD”) and FTA, as required by FTA Section 5307.
- 7.2. Capital Metro shall submit ridership, 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.

8. TRAINING

- 8.1. All bus operators performing the service of the City will be properly trained to provide a high-quality public transportation service. Training will include, at a minimum, the following elements:
 - 8.1.1. Defensive Driving
 - 8.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance
 - 8.1.3. Route specific training

8.1.4. Ongoing refresher training

9. PERSONNEL

- 9.1. Capital Metro's Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.
- 9.2. Capital Metro's Third Party Service Provider shall employ a supervisor to monitor the Services. Such supervision shall also include responses to and investigation of all accidents.
- 9.3. Capital Metro's Third Party Service Provider shall provide dispatch and radio monitoring personnel during hours of Service. Capital Metro's Third Party Service Provider shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.

10. FARE COLLECTION

- 10.1. Capital Metro or Capital Metro's Third Party Service Provider shall collect all fare revenue.
- 10.2. The amount of fares collected will be documented on the City's monthly invoice and deducted from the cost of service.
- 10.3. Capital Metro's Third Party Service Provider shall provide the City with fare media for Georgetown Limited Paratransit Services.

11. MARKETING AND PUBLIC RELATIONS

- 11.1 Capital Metro and the City will coordinate on all applicable schedules, maps and other printed materials required for marketing the Service. Capital Metro 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.
- 11.2 All marketing material for the Service shall be the responsibility of the City.

Attachment 1 to Scope of Services

Eligibility Application



ADA ELIGIBILITY APPLICATION



GoGeo provides Limited Paratransit Service to eligible people living in or visiting the City of Georgetown. This service provides rides, from origin to destination, within the city limits of Georgetown. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with Capital Metropolitan Transportation Authority (Capital Metro).

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 ADA services?

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

How to Apply:

- ▶ Complete this application and **sign the Applicant Agreement/Release of Information** section.
- ▶ 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 512-505-5661 or email GoGeo@ridecarts.com.

If you have a **disability, as defined by the Americans with Disabilities Act (ADA)**, you may be eligible for GoGeo Limited Paratransit Service. The information obtained in this certification process will be used to determine your eligibility. The information may be shared with other transit providers to facilitate your travel in other areas.

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

NAME:

Last _____ First _____ MI _____

ADDRESS:

Street _____ City _____ State _____ Zip _____

PHONE:

Home _____ Work _____ Cell _____

DATE OF BIRTH:

___/___/___

EMERGENCY CONTACT:

NAME: _____ PHONE #: _____

ADDRESS: _____

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 Are you able to climb three 12-inch steps without assistance?
___ YES ___ NO ___ SOMETIMES ___

- 3 If you have a cognitive disability, are you able to give your name, address, and telephone number upon request? ___ YES ___ NO ___ SOMETIMES ___

- 4 Are you able to recognize your destination or landmark?
___ YES ___ NO ___ SOMETIMES ___

- 5 Are you able to deal with unexpected situations or unexpected changes in routine?
___ YES ___ NO ___ SOMETIMES ___

6

Are you able to ask for, understand, and follow directions?

YES NO SOMETIMES

7

Are you able to safely and effectively travel through crowded 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 or ARCIL? YES NO

9

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

Manual wheelchair—passenger is able to transfer to a seat

Passenger is not able to transfer to a seat without assistance

High Wheelchair Long Wheelchair Electric Wheelchair

Power Scooter Walker (foldable) Cane

Crutches Guide Dog Oxygen

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 also understand that failure to adhere to the policies and procedures will be grounds for revoking my application and the right to participate in the program.

I 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 Guide and agree to abide by them.

I hereby 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 their signature below.

NAME: _____ DAYTIME PHONE #: _____

ADDRESS:

Street _____ Apt. # _____

City _____ State _____ Zip _____

Signature

Date

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

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# _____

BUSINESS ADDRESS: _____

Street

Ste. #

City

State

Zip

BUSINESS PHONE NUMBER _____

What is the medical diagnosis that causes the disability?

Is this condition: Temporary _____ Permanent _____

If temporary, what is the expected duration? _____

Dates of 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

FY22 Service

C1- Limited Paratransit Service Hours – One Vehicle

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funds	Local Funding from Georgetown
Limited Paratransit Hours – Based on one vehicle (partially funded by 5307)	3,188	\$85.05	\$271,140	\$108,456	\$162,684

C2 - Limited Paratransit Service Hours – Second Vehicle

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funds	Local Funding from Georgetown
Limited Paratransit Hours – Based on second vehicle (partially funded by 5307)	1,594	\$85.05	\$135,570	\$54,228	\$81,342

C3 – Totals

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funds	Local Funding from Georgetown
Total FY22 Service	4,782	\$85.05	\$406,710	\$162,684	\$244,026

Exhibit C - Insurance

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars (\$1,000,000) each occurrence and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.
2. Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with Transit Services with limits not less than One Million Dollars (\$1,000,000) and not less than Two Million Dollars (\$2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.
3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars (\$1,000,000).



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-170

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Amendment No. 1 to the Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service to extend the term of the Pickup Pilot through March 22, 2022 and update the cost allocation for the Pickup Service Pilot.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Under an interlocal agreement between Capital Metro and the City of Pflugerville (“ILA”), date effective October 1, 2020, Capital Metro provides for a one-year Pickup Service Pilot. The service is possible by sharing FTA funds through the Capital Metro Service Expansion Program. The transit services were recommended as part of the Pflugerville Transit Development Plan, which is required in the Capital Metro Service Expansion Policy.

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 15, 2021.

EXECUTIVE SUMMARY: Through the Capital Metro Service Expansion Program, the City of Pflugerville uses a combination of FTA and local funds to pay 100 percent of the cost for transit service operated in the city. To use the FTA funds, the city completed and adopted a Transit Development Plan (TDP) in 2018 in compliance with the Capital Metro Service Expansion Policy. Under the ILA, Capital Metro and the City of Pflugerville agreed to a one-year Pickup Service Pilot. The service began on March 23, 2021 and the current agreement expires on September 30, 2021.

This amendment to the ILA updates the cost allocation for the pilot by updating the current amount of revenue per customer from \$0.54 to \$0.52. This is the updated agency fare recovery from FY2019 - FY2020. This amendment also extends the period of the one-year pilot through March 22, 2022.

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Strategic Planning and Development/Demand Response and Innovative Mobility

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-170

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

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

WHEREAS, under an interlocal agreement between Capital Metro and the City of Pflugerville ("Agreement"), date effective October 1, 2020, Capital Metro is providing a one-year Pickup Service Pilot.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an Amendment No. 1 to the Agreement with the City of Pflugerville to extend the term of the Agreement and the period of the pilot pickup service through March 22, 2022, and update the cost allocation calculation for the pilot by updating the current amount of revenue per customer from \$0.54 to \$0.52.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF PFLUGERVILLE
FOR A PICKUP SERVICE PILOT PROJECT**

This Amendment No. 1 to the Interlocal Agreement for a Pickup Service Pilot Project (“**Amendment No. 1**”) is entered into by and between Capital Metropolitan Transportation Authority (“**Capital Metro**”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code and the City of Pflugerville (“**City**”), a Texas municipal corporation and political subdivision of the State of Texas. Capital Metro and the City are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the Parties entered into an Interlocal Agreement for a Pickup Service Pilot Project, dated effective October 1, 2020 (the “**Agreement**”), for a one-year pilot project in which Capital Metro provides City with Pickup on-demand transit services (“**Pickup Service Pilot**”); and

WHEREAS, the Parties wish to extend the term of the Agreement and the Pickup Service Pilot, as well as update the cost allocation for the Pickup Service Pilot;

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

AGREEMENT

1. **Extension.** The term of the Agreement and the Pickup Service Pilot is extended through March 22, 2022.
2. **Financial Terms.** Exhibit “A” attached to the Agreement is deleted and replaced in its entirety with the Exhibit “A” attached to this Amendment No. 1, and Sections 1-3 of Article III of the Agreement are deleted and replaced in their entirety by the following:

“III. Financial Terms:

1. The total Section 5307 Fund expenditures for the term of the Pilot Program (March 2021 – March 2022) utilized by the City under this Agreement shall not exceed \$200,157 as set forth in **Exhibit “A”**.
2. The total local fund expenditures made by the City under this Agreement shall not exceed \$310,235 for the term of the Pilot Program (March 2021 – March 2022) as set forth in **Exhibit “A”**, unless approved by the City of Pflugerville City Council. The City will expend local fund expenditures as follows:
 - a. A local fund match equal to sixty percent (60%) of the 5307 Funds will be expended for Pickup Services.

- b. Up to \$10,000 total for FY21 and FY22 will be allocated for the reimbursement of “hard” costs related to the Communications and Marketing Plan in accordance with Section II(5) of this Agreement.
3. Costs for the Pickup Services are offset by fares collected from customers of the Pickup Services. Capital Metro will deduct from each monthly invoice for Pickup Services an amount equal to the product of (i) the total numbers of customers utilizing Pickup Service for the invoiced month multiplied by (ii) the revenue collected by Capital Metro for each such customer (as of the Effective Date of the Agreement, Capital Metro collects \$0.52 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments. Capital Metro will provide written notification to the City of any such change).”
3. **Entire Agreement.** The terms of this Amendment No. 1 are in addition to, and construed together with, the terms of the Agreement, as amended. In the event of conflict in any language in the Agreement and this Amendment No. 1, the language in this Amendment will control.
4. **Capitalized Terms.** Capitalized items used in this Amendment No. 1 and not otherwise defined have the meanings assigned to them in the Agreement.

Signatures on Next Page

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

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

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

Date: _____

Approved as to Form:

By: _____
CMTA Legal Department

RECEIVING AGENCY
City of Pflugerville, Texas

By: _____
Sereniah Breland
City Manager

Date: _____

Approved as to Form:

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

Exhibit "A"

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



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-171

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to amend the Interlocal Agreement with the City of Round Rock for operation of transit service and to increase the fees for service by \$388,201 for a total reimbursement not to exceed \$5,246,443.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Through this Interlocal Agreement (ILA), Capital Metro demonstrates regional leadership and implements service expansion opportunities through the operation of Round Rock’s transit services. This project also supports implementation of the Capital Metro Service Expansion Policy.

BUSINESS CASE: This ILA will reimburse Capital Metro for operation of Round Rock’s transit services.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on September 15, 2021.

EXECUTIVE SUMMARY: Since August 2017, Capital Metro has operated Routes 50/150, 51,152 and 980 in the city of Round Rock. The city of Round Rock is outside the Capital Metro service area and Round Rock is a direct recipient of FTA

Section 5307 Funds. Provision of service is guided by a five-year ILA between Capital Metro and Round Rock which reimburses Capital Metro for all services provided.

This amendment will modify the existing ILA to add additional funding to the existing ILA. The amendment increases the reimbursement to Capital Metro by \$388,201 increasing the total amount reimbursed from \$4,858,242 to \$5,246,443.

The amendment also extends the term of the ILA to September 30, 2022, and includes minor changes to the Scope of Services, including revising the holiday schedule and updating contact information.

Round Rock City Council will consider approval on September 9, 2021.

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

Click or tap here to enter text.

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

WHEREAS, the Capital Metropolitan Board of Directors and Capital Metro management recognize the need to partner with local jurisdictions seeking transit services along with other transit providers in the region.

WHEREAS, Capital Metro and the City of Round Rock are parties to that certain Interlocal Agreement, dated effective May 4, 2017, under which Capital Metro provides fixed route and commuter service into Austin and reverse commuter service to Round Rock (as amended, the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to amend the Agreement with the City of Round Rock to increase the fees for service by \$388,201 for a total reimbursement not to exceed \$5,246,443, extend the term of the Contract through September 30, 2022, and make certain revisions to the Scope of Services.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT 2
TO THE INTERLOCAL AGREEMENT**

BETWEEN

**CITY OF ROUND ROCK AND CAPITAL METROPOLITAN TRANSPORTATION
AUTHORITY**

AND

THE CITY OF ROUND ROCK
(Contract Transit Services)

This Amendment 2 to the Interlocal Agreement (“Amendment 2”) is between Capital Metropolitan Transportation Authority, a rapid transit authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“Capital Metro”), and the City of Round Rock, 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, the City and Capital Metro entered into an Interlocal Agreement (as amended, the “Agreement”), dated effective May 4, 2017, for fixed route and commuter service into Austin and reverse commuter service to Round Rock (“Transit Services”);

WHEREAS, pursuant to that certain Amendment No. 1 to the Interlocal Agreement, dated effective November 8, 2018, the term of the Agreement was extended, service hours were added, and revisions were made to the reporting procedures and holiday hours for service;

WHEREAS, the Parties wish to further amend the Agreement to extend the term of the Agreement, increase the total fee amount to be paid under the Agreement, and update the Scope of Services; and

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

AGREEMENT

1. **Term.** The Term of the Agreement will continue through September 30, 2022, unless terminated earlier in accordance with the Agreement.
2. **Scope of Services.** Attachment SOS-1 Scope of Services of the Agreement is deleted and replaced in its entirety by the Attachment SOS-1 Scope of Services to this Amendment 2.
3. **Fees.** Attachment SFP-1, Schedule of Fees and Payment, of the Agreement is deleted and replace in its entirety by the Attachment SFP-1, Schedule of Fees and Payment attached to this Amendment 2. The total fees under the Agreement shall not exceed \$5,246,443 and shall be based on the Attachment SFP-1, Schedule of Fees and Payments attached to this Amendment 2.

4. **Entire Agreement.** The terms of this Amendment 2 are in addition to, and construed together with, the terms of the Agreement, as amended. In the event of conflict in any language in the Agreement and this Amendment 2, the language in this Amendment 2 will control.
5. **Capitalized Terms.** Capitalized items used in this Amendment 2 and not otherwise defined have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment 2 to be executed by their respective undersigned duly authorized as of the last signature date below.

Capital Metropolitan Transportation Authority

City of Round Rock

By: _____

By: _____

Sharmila Mukherjee
EVP, Strategic Planning and Development

Printed Name: _____

Title: _____

Date: _____

Date: _____

Approved as to Form: _____

Approved as to Form: _____

Attachments:

- ATTACHMENT SOS-1 Scope of Services
- ATTACHMENT SFP-1 Schedule of Fees and Payments

ATTACHMENT - SOS-1- Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of fixed route and commuter express services by Capital Metro for the City of Round Rock:

- 1.1. Capital Metro shall provide an operationally dependable vehicle service for passenger use, equipped for maximum passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.
- 1.2. Capital Metro must obtain all required licenses and permits to operate in the Capital Metro’s service area within the scope of this contracted service.
- 1.3. Capital Metro 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.

2. VEHICLE HOURS

Round Rock service will begin with four (4) routes: Round Rock Howard Station, Round Rock Circulator, Round Rock – Austin Express and Round Rock Tech Ridge Limited. The estimated vehicle hours for these routes are:

Route	Estimated Vehicle Hours per Service Year*
Round Rock Howard Route 50/150	8,265
Round Rock Circulator Route 51	3,542
Round Rock - Austin Express Route 980	886
Round Rock Tech Ridge Limited Route 152	1,181

Vehicle hours for the Round Rock – Austin Express will be shared with Capital Metro service from the Howard Express Station. Round Rock is responsible for the vehicle hours from Round Rock to Howard Express Station. Capital Metro is responsible for vehicle hours from Howard Express Station to downtown Austin. The vehicle hours in the figure above represent only vehicle hours for which Round Rock is responsible.

*Service year is August 1, 2021 to September 30, 2022.

3. VEHICLE REQUIREMENTS

- 3.1. Two peak vehicles are required for Route 50/150, Round Rock Howard Station route. Vehicles shall be an accessible and capable of transporting at least thirty-five (35) seated persons.

- 3.2. One peak vehicle is required for Route 51, Round Rock Circulator. Vehicle shall be an accessible vehicle with the ability to transport at least twelve (12) seated persons.
- 3.3. Two peak vehicles are required for Route 980, Round Rock – Austin Express route. Vehicles shall be an accessible and capable of transporting at least forty-six (46) seated persons.
- 3.4. One peak vehicle is required for Route 152, Round Rock Tech Ridge Limited. Vehicle shall be an accessible and capable of transporting at least thirty-five (35) seated persons.

4. SERVICE PERIOD

The service period shall operate as follows:

- 4.1. Route 50/150, Round Rock Howard Station route: between approximately 6:30 a.m. — 8:30 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.2. Route 51, Round Rock Circulator: between approximately 6:30 a.m. – 6:30 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.3. Route 152, Round Rock Tech Ridge Limited: between approximately 6:15 a.m. – 8:15 a.m. and 3:45 p.m. – 5:45 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.4 Route 980: between approximately 5:30 a.m. – 7:30 a.m. and 5:00 p.m. – 7:00 p.m. (times may vary within this window, based on the specific route schedule) on weekdays only.
- 4.5 Holidays: The City will not provide service on the following holidays:

- New Year’s Day
- Martin Luther King Jr Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

5. VEHICLES

- 5.1. Fixed route and commuter express 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; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible, capable of handling two wheelchair positions.
- 5.2. All vehicles shall be painted in accordance with Capital Metro’s branding program. The City may elect to coordinate with Capital Metro on representation of the City’s service inside and outside the buses. Capital Metro must approve the branding.

- 5.3. All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed weekly. 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.
- 5.4. Vehicles shall have illuminated destination and block signs that are highly visible and in compliance with ADA regulations.
- 5.5. Vehicle destination signs shall display the route name of the route operated. The destination signs on routes operated within Round Rock will reflect that service is Round Rock service. All destination signs shall be illuminated for night operation.
- 5.6. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 5.7. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.
- 5.8. 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 securement belts. Additionally, a lap belt will be provided, if desired by the customer.
- 5.9. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside temperature of 75 degrees Fahrenheit or 20 degrees lower than the outside temperature, whichever is greater. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 68 degrees Fahrenheit throughout the vehicle.

6. EQUIPMENT CONDITION

- 6.1. Capital Metro 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.). Each vehicle will be detailed at a minimum of once every forty-five (45) days.
- 6.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).
- 6.3. Spare buses shall be available to replace any bus that may become disabled or otherwise unavailable for operations.
- 6.4. Capital Metro shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps are in good running condition.

7. REPORTING

- 7.1. Capital Metro shall notify the City of all accidents and incidents within 24 hours. Accident/Incident reports shall be provided to the City within 24 hours after Capital Metro receives the document. The City will be notified immediately, by e-mail, of passengers that receive medical attention.

7.1.1. Notification e-mails:

- Enda Johnson, ejohnson@roundrocktexas.gov
- Gary Hudder, ghudder@roundrocktexas.gov
- Michael Bennett, mbennett@roundrocktexas.gov

7.2. The City shall submit system information to the National Transit Database (“NTD”) and FTA, as required by Section 5307.

7.3. Capital Metro shall collect data, keep records and provide reports sufficient to enable the City of Round Rock to meet its NTD reporting obligations as required by federal law and shall coordinate with the City of Round Rock to ensure the data is reported by the proper party and there is no double reporting of NTD data.

7.4. Capital Metro shall submit to the City of Round Rock the following information on a monthly basis:

- Days of service
- Number of passengers
- Passengers per hour
- Passengers per mile
- Revenue hours
- Revenue miles
- Vehicle hours
- Vehicle miles
- Accident/Incident Reports

7.5. Capital Metro shall submit to the City of Round Rock the following information on a quarterly basis:

- Boardings by Stop

7.6. Capital Metro shall submit to the City of Round Rock other reports as requested.

8. SERVICE ADJUSTMENTS

8.1. Service adjustments (i.e. changes to schedules) will occur three times per year, and must align with the scheduled service adjustments for all other Capital Metro services.

8.2. Modifications to services may include, but are not limited to, extending, deleting or adding routes, or parts of routes, and expanding or decreasing revenue hours.

8.3. The City may request service re-evaluation and service modifications for low-performing routes. Should low-performing routes be identified, Capital Metro and the City will coordinate to provide implementable options for increasing ridership.

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
- 9.2. The City shall have access to audit files upon request.

10. UNIFORM AND APPEARANCE

- 10.1. All bus operators will wear uniforms branded with Capital Metro logo and consistent with Capital Metro's Uniform Standards.
- 10.2. At all times while on duty, bus operators shall be well groomed, clean and in complete uniform.

11. PERSONNEL

- 11.1. Capital Metro shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Contracted Transit Services.
- 11.2. Capital Metro shall employ a street supervisor to monitor the Contracted Transit Services. Such supervision shall also include responses to and investigation of all accidents.
- 11.3. Capital Metro shall provide dispatch and radio monitoring personnel during hours of revenue service. Capital Metro shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.
- 11.4. The City shall have access to audit files upon request.

12. FARE COLLECTION

- 12.1. The City shall retain and deposit all revenues directly collected from sales by the City. Capital Metro shall retain and deposit all revenues directly collected from the sale of passes in the Capital Metro service area.
- 12.2. Capital Metro shall provide the City with fare media for Round Rock transit services, with the design approved by the City. Round Rock fare media shall be coded for Round Rock service.
- 12.3. All fares will be honored between the City's services and Capital Metro services.
- 12.4. All Round Rock proposed fares shall initially align with Capital Metro fares to provide a more seamless system for passengers. For routes that do not connect to Capital Metro services, changes to the fare structure shall be made at the discretion of the City, with a minimum 30-day

notification of changes to Capital Metro. It is the ultimate goal of the City and Capital Metro to have a seamless fare structure.

13. MARKETING AND PUBLIC RELATIONS

- 13.1. Capital Metro and the City of Round Rock will coordinate to furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the service. Capital Metro and the City shall also coordinate to distribute appropriate materials for other routes and services that benefit customers of each service, such as passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects.
- 13.2. All material for Round Rock service will specify that service is provided by the City of Round Rock and operated by Capital Metro.
- 13.3. Capital Metro will provide system-wide placards on all Capital Metro buses advertising the implementation of Round Rock transit service. Capital Metro and the City will coordinate on the most appropriate time to install the placards.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-172

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an interlocal agreement with Austin Community College for a bus stop at ACC's Cypress Creek Campus on Capital Metro's Route 214 (or its successor route), as well amendments extending the term of the interlocal agreement through September 30, 2026.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Through this Interlocal Agreement (ILA) and extension, Capital Metro continues the regional partnership with ACC to connect the Cypress Creek campus in Cedar Park to the Capital Metro network via Route 214, Northwest Feeder.

BUSINESS CASE: Approval of this extension ensures continuation of connectivity by providing one stop in Cedar Park at the ACC Cypress Creek campus, which is outside the service area. Through ongoing coordination, ACC has sponsored this stop since 2012. ACC will reimburse Capital Metro for service on Route 214 at this stop.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 15, 2021.

EXECUTIVE SUMMARY: The Northwest Feeder route provides connectivity between the communities of Lago Vista, Jonestown and Lakeline Station. Since January 2012, ACC has sponsored a stop on the Northwest Feeder in order to provide students, staff and faculty transit access to the ACC Cypress Creek campus. Capital Metro and ACC currently are parties to an ILA under which ACC reimburses Capital Metro for service to the stop. That ILA expires on September 30, 2021. Under this new agreement, ACC will continue to reimburse Capital Metro for servicing the bus stop at the ACC Cypress Creek campus. Payment by ACC is based on ACC's 3.8 percent of the estimated annual hours and costs required to operate Route 214 to the ACC Cypress Creek Campus for each fiscal year during this Agreement. Estimated annual payments for the three-year base term (FY2022-2024) total \$84,330. The annual payments for the two one-year extension periods are \$29,402 (FY2025) and \$30,073. (FY2026). A true-up of hours and costs will be conducted by Capital Metro at the end of each fiscal year. The ACC Board of Trustees approved this ILA on August 9, 2021.

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-172

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

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

WHEREAS, Capital Metro provides the ACC Cypress Creek Campus with access to Capital Metro transit system via a bus stop at ACC's Cypress Creek Campus on Capital Metro's Route 214 (or its successor route); and

WHEREAS, Capital Metro and Austin Community College wish to extend an agreement that sets forth the terms and conditions for providing the Route 214 service at the ACC Cypress Creek Campus bus stop, including ACC's contribution to the costs of providing such service.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute the interlocal agreement with Austin Community College for a bus stop at ACC's Cypress Creek Campus on Capital Metro's Route 214 (or its successor route), as well amendments extending the term of the interlocal agreement through September 30, 2026.

Date: _____

**Secretary of the Board
Eric Stratton**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AND AUSTIN
COMMUNITY COLLEGE DISTRICT**

This Interlocal Cooperation agreement (this “Agreement”) is entered into between the “Contracting Parties” shown below pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, and Texas Government Code. This Agreement is entered into on the basis of mutual benefit on the terms and conditions set forth below:

I. Contracting Parties

ACC: Austin Community College District
5930 Middle Fiskville Road
Austin, Texas 78752

Capital Metro: Capital Metropolitan Transportation Authority
2910 East Fifth Street
Austin, Texas 78702

II. Background

Capital Metro provides the ACC Cypress Creek Campus with access to Capital Metro transit system via a bus stop at ACC’s Cypress Creek Campus on Capital Metro’s Route 214 (or its successor route). This Agreement sets forth the terms and conditions for providing the Route 214 service at the ACC Cypress Creek Campus bus stop, including ACC’s contribution to the costs of providing such service.

III. Capital Metro Service to ACC Cypress Creek Campus

Route 214 service will operate Monday through Friday every week from approximately 5:00 a.m. through 9:00 p.m. during the term of this Agreement. The route provides service from Lago Vista and Jonestown to ACC Cypress Creek and then to Capital Metro’s Lakeline Station. Minor adjustments to the route may be made by Capital Metro during the term of this Agreement. The current schedule and route map is attached in Exhibit B.

As with all Capital Metro customers, passengers boarding at the ACC Cypress Creek Campus will connect to the Capital Metro transit system utilizing Route 214, subject to the terms and conditions of this Agreement.

IV. Consideration

1. Annual Fee

ACC will pay Capital Metro an annual fee for boardings at the ACC Cypress Creek Campus (“Annual Fee”). The Annual Fee is based on a 3.8 percentage of the estimated annual hours and costs required to operate Route 214 to the ACC Cypress Creek Campus for each fiscal year during this Agreement, as

more fully described in the attached Exhibit A. Payment is due within thirty (30) days of the commencement of the Agreement and of each succeeding fiscal year during the term of this Agreement, as may be extended by the Contracting Parties.

A true-up of hours shall be conducted by Capital Metro at the end of each fiscal year. If actual operating hours exceeded the estimated hours set forth on the attached Exhibit A, ACC will pay Capital Metro for any actual operating hours in excess of the estimated hours. Payment is due within thirty (30) days of ACC's receipt of an invoice setting forth the excess costs. If actual operating hours are less than the estimated hours set forth on the attached Exhibit A, Capital Metro will reimburse ACC for any estimated operating hours paid by ACC in excess of actual operating hours.

All payments by ACC will be made from current revenues available to ACC.

No other charges, expenses, contributions, recoupments, or chargebacks shall be due from or paid by ACC.

All payments made by ACC to Capital Metro will be sent to:

Capital Metropolitan Transportation Authority
ATTN: Accounts Receivable
P.O. Box 6308
Austin, TX 78762-6308

Payments under this Agreement will be made in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code).

2. Fares

Under that certain Interlocal Agreement dated September 1, 2018 ("ILA"), Capital Metro and ACC established the Green Pass Program, a special reduced fare program offered to ACC students and employees. ACC students and employees who participate in the Green Pass Program will pay the reduced Green Pass Program rates on Route 214. All other Capital Metro customers on Route 214 will be charged the standard fare rates established by the Capital Metro Board of Directors from time to time.

The fares collected from all passengers boarding at the ACC Cypress Creek Campus shall be retained by Capital Metro as consideration for access to the Capital Metro transit system. Such fares are in addition to the annual amount payable to Capital Metro by ACC pursuant to Article IV.1. above.

V. **Ridership Monitoring; Public Relations**

Capital Metro will monitor ridership on Route 214 through one or more of the following means: the use of the farebox, operator trip counts, and if necessary, ride checks. Capital Metro will compile and analyze the data and share all such information with ACC.

All public relations will be coordinated through the Capital Metro Communications office and the ACC Public Information and College Marketing Office.

VI. Liability

TO THE EXTENT ALLOWED BY TEXAS LAW AND THE U.S. CONSTITUTION, each Contracting Party is responsible for its own proportionate share of any liability for the negligent acts or omissions of its employees, agents, contractors, or subcontractors arising out of, connected with, or as a consequence of its performance under this Agreement.

VI. Insurance Coverage

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

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

If Capital Metro 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.

VII. Term of the Agreement

This Agreement shall be effective upon signature of the last party to sign (“Effective Date”). The initial term of this Agreement will be from October 1, 2021, until September 30, 2024. The Contracting Parties may extend this Agreement for up to two (2) additional twelve (12) month periods, contingent upon approval of ACC Board of Trustees and Capital Metro’s Board of Directors. ACC will provide written notice to Capital Metro of its desire to extend the term of the Agreement no later than thirty (30) calendar days prior to the expiration of the then current term, as extended.

VIII. Default

Either party shall be in default under the Agreement if such party fails to fully, timely, and faithfully perform any of its material obligations under the Agreement upon thirty (30) days’ notice of material breach of this Agreement. Any such breach shall entitle the non-defaulting party to exercise all remedies available under applicable law, including, but not limited to, termination of this Agreement.

IX. Termination Without Cause

Either party shall have the right to terminate the Agreement, without cause upon ninety (90) days prior written notice without cost or penalties. Upon termination of either party under this provision, Capital Metro will refund to ACC the prorated amount, of the advance payment paid by ACC, attributable to the terminated months in effect at the time of such termination.

X. Entire Agreement

This Agreement represents the complete and entire Agreement between the Contracting Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Contracting Parties to the subject matter contained in this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by further agreement in writing duly executed by authorized representatives of the Parties.

XI. Administrative Approvals

ACC’s President and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Board of Trustees’ and Capital Metro’s Board of Directors’ approval, but only to the extent necessary to implement and further the clear intent of the respective governing boards’ approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Contracting Parties.

XII. Certifications

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

Each signatory to this Agreement has the specific authority to sign this Agreement and to bind their respective governmental body.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Sharmila Mukherjee
Executive Vice President
Strategic Planning and Development

Date: _____

AUSTIN COMMUNITY COLLEGE DISTRICT

By: _____

Dr. Richard Rhodes
Chancellor

Date: _____

Exhibit A
Austin Community College District
Costs for One Stop on Route 214

Fiscal Year	Estimated Total Hours of Service on Route 214	Hourly Service Rate	Total (Calculated as follows: Estimated Service Hours x Estimated Hourly Service Rate x 3.8% + \$830 Maintenance Fee)
2022	8,224	\$85.27	\$27,479
2023	8,224	\$87.28	\$28,105
2024	8,224	\$89.33	\$28,746

Fiscal Year	Estimated Total Hours of Service on Route 214	Hourly Service Rate	Total (Calculated as follows: Estimated Service Hours x Estimated Hourly Service Rate x 3.8% + \$830 Maintenance Fee)
2025	8,224	\$91.43	\$29,402
2026	8,224	\$93.57	\$30,073

Exhibit B

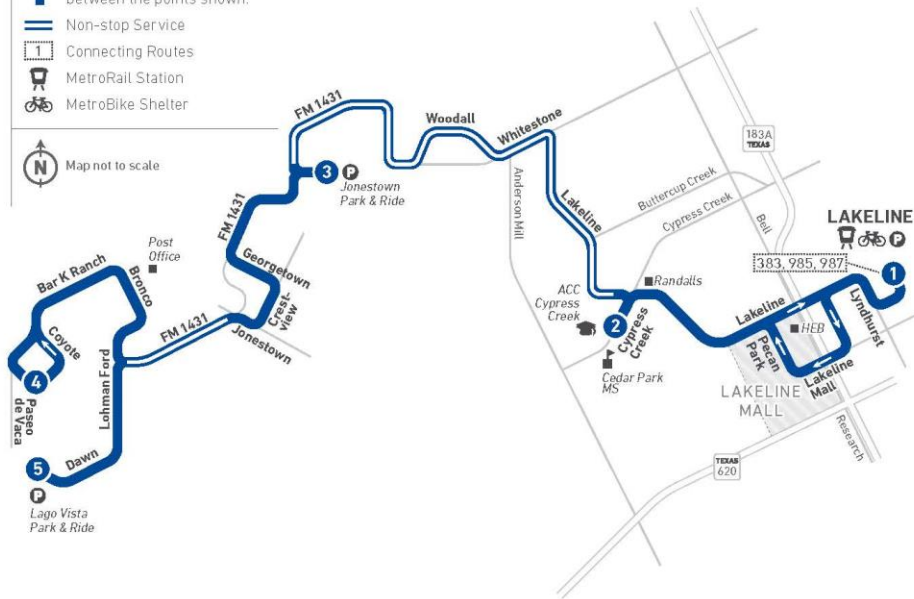
214 Northwest Feeder



LEGEND

- Route Line and Timepoint**
Buses make additional stops between the points shown.
- Non-stop Service
- Connecting Routes
- MetroRail Station
- MetroBike Shelter

Map not to scale



Scan the QR code to see an online version of this route map.

DESTINATIONS

- Lakeline Station
- HEB
- Lakeline Mall
- Randalls
- Cedar Park Middle School
- ACC Cypress Creek
- Jonestown Park & Ride
- Post Office
- Lago Vista Park & Ride

GO Line 512-474-1200 | capmetro.org | Effective June 6 - August 14, 2021 | Destinations

214 WEEKDAYS/WESTBOUND

214 WEEKDAYS/EASTBOUND

1 Lakeline Station (Bay 1)	2 ACC Cypress Creek	3 Jonestown Park & Ride (Crestview at Park)	4 Paseo de Vaca at Crossbow	5 Lago Vista Park & Ride (Thunderbird at Dawn)	To Router/Garage	5 Lago Vista Park & Ride (Thunderbird at Dawn)	4 Paseo de Vaca at Crossbow	3 Jonestown Park & Ride (Crestview at Park)	2 ACC Cypress Creek	1 Lakeline Station (Bay 1)	To Router/ garage
5:57	6:06	6:24	6:36	6:48		5:10	—	5:22	5:41	5:53	
6:39	6:48	7:06	7:18	7:30		5:40	—	5:52	6:11	6:23	
7:50	7:59	8:17	8:29	8:41		6:53	—	7:05	7:24	7:36	
8:40	8:49	9:07	9:19	9:31		7:35	—	7:46	8:04	8:15	
9:40	9:49	10:07	10:19	10:31		8:46	—	8:57	9:15	9:26	
10:30	10:39	10:57	11:09	11:21		9:36	—	9:47	10:05	10:16	
11:25	11:34	11:48	12:00	12:12		10:36	—	10:47	11:05	11:16	
12:16	12:25	12:38	12:48	12:58		11:26	—	11:37	11:55	12:06	
1:20	1:29	1:47	—	1:59		12:17	—	12:24	1:00	1:11	
2:25	2:37	3:00	—	3:13		1:03	1:14	1:23	1:52	2:03	
3:20	3:32	3:55	—	4:08		2:03	2:14	2:25	2:43	2:54	
4:20	4:32	4:55	—	5:08		3:18	3:29	3:40	3:58	4:09	
5:30	5:42	6:05	—	6:18		4:13	4:24	4:35	4:53	5:04	
6:35	6:44	7:02	—	7:14		5:13	5:24	5:35	5:53	6:04	
7:41	7:50	8:08	—	8:20		6:20	6:31	6:42	7:00	7:11	
8:25	8:34	8:52	—	9:04		7:19	7:30	7:41	7:59	8:10	
						8:20	8:31	—	—	—	G
						9:04	9:15	—	—	—	G



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-195

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of Limited Paratransit Service to the City of Georgetown for a period of one year in an amount not to exceed \$387,342.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 15, 2021.

EXECUTIVE SUMMARY: Capital Metro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

This addendum (Amendment 4 to Supplement No. 9) allows for the provision of Limited Paratransit Service for the City of Georgetown. This service will be operated at a cost of \$81.00 per vehicle hour, consistent with the other services operated under the Capital Metro/CARTS partnership. Approximately 4,782 service hours are projected for FY22.

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

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-195

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of Limited Paratransit Service to the City of Georgetown for a period of one year in an amount not to exceed \$387,342.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT NO. 4 TO CONTRACTED SERVICES SUPPLEMENT NO. 9
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Services to the City of Georgetown)

This Amendment No. 4 to Contracted Services Supplement No. 9 to Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority (“Capital Metro”)**, a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“**CARTS**”), collectively referred to as the “Parties”, upon the premises and for the consideration stated herein.

RECITALS:

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

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

AGREEMENT:

A. AMENDMENT.

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

CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-5 (“**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-5 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-5 (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-5.

3. The total contract amount for Fiscal year 2022 (October 1, 2021 to September 30, 2022 shall not exceed \$387,342.

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, 2022. The Parties may extend the term of this Supplement by written agreement. Provided, however, either party may terminate this Supplement upon sixty (60) days' advance written notice to the other party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

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

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

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

E. CONFLICT. In the event of a conflict between the terms of this Amendment and the terms of the Master Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

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

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-5 - Schedule of Fees and Payments

ATTACHMENT SOS-5- Scope of Services

ATTACHMENT SFP-5

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

(City of Georgetown Limited Paratransit Service)

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

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

Capital Metro Source of Funds for Payment of Contracted Service:

For FY22 Service: 60% Local Funds & 40% FTA Section 5307 Funds

For the purposes of payment, a Limited Paratransit 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-5

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

(City of Georgetown Limited Paratransit 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 Capital Metro Go Line at (512) 474-1200.

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

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

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

2.0 DESCRIPTION OF CONTRACTED SERVICE

The Contracted Service consists of transit services within the City of Georgetown's limits for a segment of the City's general public defined by physical or functional disability

(the “Limited Paratransit Service”).

Limited Paratransit Service eligibility and scheduling shall be completed by CARTS based on the application attached to this Scope of Services, which 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 Service and provide a list of eligible customers on a monthly basis to Capital Metro. CARTS shall only transport eligible customers that have been certified by CARTS on the Limited Paratransit Service and refer any non-certified customers to apply for eligibility.

3.0 SERVICE PERIOD

The Limited Paratransit 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 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 for one vehicle are:

- Estimated Total Daily Weekday Hours = 12.5
- Estimated Total Annual Weekday Hours = 3,188

Total Annual Weekday Hours for one additional vehicle, to be utilized as necessary to meet customer demand, are 1,594.

Total Annual Weekday Hours for the two vehicles are estimated to be 4,782.

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

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

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

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

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

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

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

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

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

8.0 EQUIPMENT CONDITION

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

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

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

- a) Boardings for the entire month (including no-shows for the paratransit service).
- b) Summary of vehicle and customer accidents for the entire month.
- c) Late and missed trips for the entire month.
- d) Miles driven for the entire month.
- e) On-time performance for each week, as well as the monthly average.
- f) Road calls for the entire month.

- g) Number of passengers per hour (passengers divided by hours).
- h) Fare box recovery (fares divided by operations cost).
- i) Cost per passenger (passengers divided by cost).
- j) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

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

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

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

12.0 HOLIDAY SCHEDULE

The Limited Paratransit Services will be provided in accordance with the CARTS published holiday schedule.

13.0 TRAINING

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

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

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

All training programs shall be subject to CARTS approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

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

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

15.0 REMOVAL

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

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

16.0 PERSONNEL

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

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

17.0 SUPERVISION

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

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

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

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

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

contractors.

20.0 CUSTOMER COMPLAINTS

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

21.0 NATIONAL TRANSIT DATABASE REPORTING

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

21.0 PERFORMANCE SPECIFICATIONS

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

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

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

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING, FARE MEDIA AND PUBLIC RELATIONS

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

public media spokesman in connection with the Contracted Service and shall be responsible to print brochures, materials, etc.

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

25.0 OPERATOR QUALIFICATIONS/STANDARDS

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

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

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

27.0 SAFETY AND SECURITY

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

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

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

Attachment 1 to Scope of Services

Eligibility Application



ADA ELIGIBILITY APPLICATION



GoGeo provides Limited Paratransit Service to eligible people living in or visiting the City of Georgetown. This service provides rides, from origin to destination, within the city limits of Georgetown. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with Capital Metropolitan Transportation Authority (Capital Metro).

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 ADA services?

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

How to Apply:

- ▶ Complete this application and **sign the Applicant Agreement/Release of Information** section.
- ▶ 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 512-505-5661 or email GoGeo@ridecarts.com.

If you have a **disability, as defined by the Americans with Disabilities Act (ADA)**, you may be eligible for GoGeo Limited Paratransit Service. The information obtained in this certification process will be used to determine your eligibility. The information may be shared with other transit providers to facilitate your travel in other areas.

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

NAME:

Last _____ First _____ MI _____

ADDRESS:

Street _____ City _____ State _____ Zip _____

PHONE:

Home _____ Work _____ Cell _____

DATE OF BIRTH:

___/___/___

EMERGENCY CONTACT:

NAME: _____ PHONE #: _____

ADDRESS: _____

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

Are you able to climb three 12-inch steps without assistance?

___ YES ___ NO ___ SOMETIMES ___

3

If you have a cognitive disability, are you able to give your name, address, and telephone number upon request? ___ YES ___ NO ___ SOMETIMES ___

4

Are you able to recognize your destination or landmark?

___ YES ___ NO ___ SOMETIMES ___

5

Are you able to deal with unexpected situations or unexpected changes in routine?

___ YES ___ NO ___ SOMETIMES ___

6

Are you able to ask for, understand, and follow directions?

YES NO SOMETIMES _____

7

Are you able to safely and effectively travel through crowded 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 or ARCIL? YES NO

9

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

Manual wheelchair—passenger is able to transfer to a seat

Passenger is not able to transfer to a seat without assistance

High Wheelchair Long Wheelchair Electric Wheelchair

Power Scooter Walker (foldable) Cane

Crutches Guide Dog Oxygen

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 also understand that failure to adhere to the policies and procedures will be grounds for revoking my application and the right to participate in the program.

I 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 Guide and agree to abide by them.

I hereby 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 their signature below.

NAME: _____ DAYTIME PHONE #: _____

ADDRESS:

Street _____ Apt. # _____

City _____ State _____ Zip _____

Signature

Date

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

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# _____

BUSINESS ADDRESS: _____
Street Ste. #

City State Zip

BUSINESS PHONE NUMBER _____

What is the medical diagnosis that causes the disability?

Is this condition: Temporary _____ Permanent _____

If temporary, what is the expected duration? _____
Dates of 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



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-174

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 2 to Supplement No.10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of up to one year in an amount not to exceed \$342,638.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 15, 2021.

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

utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service. This addendum (Amendment 2 to Supplement No. 10) allows for the provision of service to Travis County for the Hornsby Bend Service Pilot. This service will be operated at the costs of \$77.52 per vehicle hour, consistent with other services operated under the Capital Metro/CARTS partnership. Approximately 4,420 service hours are projected for the FY22. This project is funded 100 percent by Travis County using local funds. A separate agreement exists between Capital Metro and Travis County to provide the funding for this service.

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-174

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute Amendment 2 to Supplement No.10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of up to one year in an amount not to exceed \$342,638.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT NO. 2 TO CONTRACTED SERVICES SUPPLEMENT NO. 10
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Hornsby Bend Service Pilot)

This Amendment No. 2 to Contracted Services Supplement No. 10 to Master Regional Mobility Agreement (“**Amendment**”) is made and entered into by and between Capital Metropolitan Transportation Authority (“**Capital Metro**”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“**CARTS**”). Capital Metro and CARTS are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”, upon the premises and for the consideration stated herein.

RECITALS:

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the “**Agreement**”); and,
- B. Whereas, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 10 dated effective October 1, 2019, pursuant to which, CARTS provided transit services within a geo-fenced zone in the Hornsby Bend and Austin’s Colony Area and connected riders to the Route 20 Manor Road/Riverside high frequency route bus stop (the “**Supplement**”); and,
- C. Whereas, the Parties entered into Amendment No. 1 to the Supplement dated effective October 1, 2020, to amongst other things, extend the term of the Supplement and add funding (the “**Amendment No. 1**”); and,
- D. Whereas, the Parties desire to further amend the Supplement as set forth herein.

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

AGREEMENT:

A. AMENDMENT.

- 1. Any reference in the Supplement to “Hornsby Bend Feeder Pilot” is hereby replaced with “Hornsby Bend Service Pilot”.
- 2. The first sentence of Paragraph 1, Services, is deleted in its entirety and replaced with the following: “CARTS agrees to provide Capital Metro the transportation services described in Attachment SOS-2 (Scope of Services) attached and incorporated herein for all purposes (the “Contracted Services”).”

3. Attachment SOS-1 (scope of Services) is deleted in its entirety and replaced with Attachment SOS-2 (Scope of Services) attached hereto.
4. Paragraph 2.B. of the Supplement is deleted in its entirety and replaced with the following:
 - B. **FEES FOR SERVICES.** For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-3 (Schedule of Fees and Payments), attached and incorporated herein for all purposes.
5. Attachment SFP-2 is deleted in its entirety and replaced with Attachment SFP-3 attached hereto.
6. The total contract amount for Fiscal Year 2022 (October 1, 2021 to September 30, 2022) shall not exceed \$342,638.00.

7. The first sentence of Paragraph 2.C. of the Supplement is deleted in its entirety and replaced with the following: "The term of this Supplement shall commence on October 1, 2019 and terminate on September 30, 2022."
- B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.
- C. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

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

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

Attachments:

- ATTACHMENT SFP-3 - Schedule of Fees and Payments
- ATTACHMENT SOS-2 – Scope of Services

ATTACHMENT SFP-3

**SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 10 TO MASTER REGIONAL MOBILITY AGREEMENT**

Hornsby Bend Service Pilot

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

October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour

Source of Funds for Payment of Contracted Service:

Travis County – Local Funds

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

ATTACHMENT SOS-2

SCOPE OF SERVICES

CONTRACTED SERVICES SUPPLEMENT NO. 10 TO MASTER REGIONAL MOBILITY AGREEMENT

Hornsby Bend Service Pilot

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 10 to Master Regional Mobility Agreement (this “**Supplement**”) documents the requirements related to the operation of Hornsby Bend Service Pilot. Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide 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 Capital Metro’s service area within the scope of this Supplement.

CARTS shall provide reservation and dispatch services in response to reservations made by customers or their agents through the CARTS call center.

CARTS shall furnish all supervision, personnel, dispatch services, 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 is required to comply with certain applicable Capital Metro policies and procedures on various subjects, as updated from time to time, including, but not limited to, the Code of Ethics, Tobacco-Free Workplace Policy, Physical Access Control Policy, and Access Control. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures. The policies and procedures can be found here: https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

Capital Metro Hornsby Bend Service Pilot (the “**Contracted Service**”) is a transit service operating in the Hornsby Bend and Austin’s Colony area as mutually agreed to by Travis County, CARTS, and Capital Metro. Hornsby Bend and Austin’s Colony are outside of the Capital Metro service area and in urbanized, unincorporated Travis County. The Contracted Services are 100 percent funded by Travis County.

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Per Weekday = 17 hours

Estimated Total Hours Annually = 4,420 hours

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

4.0 VEHICLE REQUIREMENTS

Two (2) vehicles are required. The number of vehicles may be adjusted by mutual agreement of the parties based on customer demand.

5.0 SERVICE PERIOD

The vehicles will operate on weekdays only. Revenue hours will be mutually agreed upon with the purpose of connecting the Hornsby Bend/Austin’s Colony area to the Capital Metro service area.

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner.

Service adjustments may happen on an as-needed basis and will not always follow Capital Metro’s normal service changes during the months of January, June, and August. CARTS shall provide services in the prescribed service area as established by Capital Metro and communicate any operational difficulties or delays with Capital Metro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling at least one (1) mobility device position.

Vehicle branding and logos must be approved by Capital Metro staff. Capital Metro shall supply logos or magnets or wraps for the vehicles if specific Hornsby Bend Service logos, emblems or identification are required. 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 be equipped with customer notice holders.

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 CARTS vehicles shall be capable of comfortably seating a minimum of five (5) customers.

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 vehicle 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 REPORTING

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

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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

Capital Metro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Services may include, but are not limited to adding or decreasing vehicles, expanding or contracting the Hornsby Bend defined 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 seventy-five percent (75%) or above one hundred and twenty-five percent (125%) 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 may also occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose a method of compensation for service expansion including adding vehicles. Capital Metro reserves the right, upon notification to CARTS, to transfer portions or all of the Contracted Service to another service provider based on the operational needs of Capital Metro.

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

12.0 HOLIDAY SCHEDULE

The Contracted Services shall follow the CARTS holiday schedule.

13.0 TRAINING

All vehicle 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 vehicle 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 vehicle operator's wages during training shall be borne by CARTS.
- d) CARTS shall be required to ensure all vehicle 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 vehicle operators complete training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any vehicle 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 vehicle operator development program in place to address all vehicle 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 vehicle operators which is needed as a result of changed procedures.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with Capital Metro's uniform and appearance requirements at all times while on duty or when in uniform. 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.

At all times while on duty, vehicle operators shall be well groomed, clean and in complete uniform. All vehicle operators shall be neat in appearance, uniform clean and pressed, shoes shined, hair clean and neatly cared for.

All uniform standards shall be subject to Capital Metro approval.

15.0 REMOVAL

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

- a) Committing unsafe or inappropriate acts while providing service.

- b) Failure to follow Capital Metro policies and procedures.
- c) Cell phone use while operating Capital Metro vehicle, including texting and use of Bluetooth devices.
- d) Revocation, suspension or non-renewal of a valid driver's license.
- e) A criminal conviction as set forth in the Master Agreement section entitled "Personnel Assignments".
- f) Not in the approved uniform.
- g) Use of any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.
- h) Failure to follow safety rules and regulations.
- i) Failure to follow security policies, guidelines and procedures.
- j) Notification of an active warrant from any law enforcement or judicial agency.
- k) Any conduct which puts Capital Metro or its reputation at risk.
- l) Refusing trips assigned to them.

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. CARTS will coordinate with Capital Metro's Innovative Mobility department for operations and training support.

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 vehicle operator adherence to procedures (i.e., customer response times, 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, AND RESERVATIONS

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 vehicle 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 and text communications between CARTS dispatch office and CARTS vehicle 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.

CARTS drivers shall have the equipment necessary to accept reservations made through the CARTS call center. CARTS shall staff a pre-determined telephone number during business hours, Monday through Friday to accept phone reservations (the "CARTS call center").

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) Senior or persons with disabilities with the proper Capital Metro issued identification card.
- c) Youth under eighteen (18) years old.
- d) UT students presenting a valid student identification card.
- e) Complimentary tickets or ticket passes.

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

Fares may be collected through the Capital Metro App if applicable. Cash fares will be collected by CARTS and deducted from monthly invoices to Capital Metro. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment or vehicle operator 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's 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 are on time. For purposes of this Supplement (An on-time trip is one which the vehicle shows up to board the customer in 15 minutes or less of the scheduled time.

23.0 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.

24.0 PERSONNEL QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards and are qualified to perform Capital Metro Contracted Service:

- a) Be employees (full or part-time) of CARTS.
- b) Have appropriate driver's license with passenger endorsement and air brakes, if operating a vehicle.
- 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.

25.0 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.

26.0 SAFETY AND SECURITY

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

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

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



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-173

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 4 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 \$1,206,657.

FISCAL IMPACT:

This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 15, 2021.

EXECUTIVE SUMMARY: Capital Metro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service. This addendum (Amendment 4 to Supplement No. 8) allows for the provision of transportation in the Manor Area. This service will be operated at the costs of \$81.00 per vehicle hour, consistent with other services operated under the Capital Metro/CARTS partnership. Approximately 12,751 weekday service hours and 2,147 Saturday service hours (if implemented) are projected for FY22. This project is funded 25 percent by Travis County using FTA and local funds. A separate agreement exists between Capital Metro and Travis County to provide the funding for this service.

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-173

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute Amendment No. 4 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 \$1,206,657.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT NO. 4 TO CONTRACTED SERVICES SUPPLEMENT NO. 8
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Manor Pickup)

This Amendment No. 4 to Contracted Services Supplement No. 8 to Master Regional Mobility Agreement ("**Amendment**") is made and entered into by and between Capital Metropolitan Transportation Authority ("**Capital Metro**"), a transportation authority and political subdivision of the state of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("**CARTS**"). Capital Metro and CARTS are referred to in this Agreement individually as a "Party" and collectively as the "**Parties**".

RECITALS:

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the "**Agreement**"); and,
- B. Whereas, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 8 dated effective June 5, 2016 (the "**Supplement**"); and
- C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective July 10, 2017 ("**Amendment No. 1**"); and
- D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective June 4, 2019 ("**Amendment No. 2**"); and
- E. Whereas, the Parties entered into that certain Amendment No. 3 to the Supplement effective October 1, 2020 ("**Amendment No. 3**").
- F. 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, Capital Metro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

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

B. **FEES FOR SERVICES.** For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-4 (Schedule of Fees and Payments), attached hereto and incorporated herein for all purposes.

2. The total contract amount for Fiscal Year 2022 (October 1, 2021 to September 30, 2022) shall not exceed \$1,206,657.00.

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

C. **TERM.** The term of this Supplement shall commence on June 14, 2019 and terminate on September 30, 2022. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days advance written notice to the other Party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro in order to be paid if CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

4. Section 3.0, Vehicle Hours, of Attachment SOS-3 of the Supplement is deleted in its entirety and replaced with the following:

3.0 Vehicle Hours.

Vehicle hours for the Pickup service are provided below:

Estimated Total Hours Per Weekday = 50

Estimated Total Hours Per Saturday = 40.5

Estimated Total Hours Weekday Annually = 12,751

Estimated Total Hours Saturday Annually = 2,147

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

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

4.0 Vehicle Requirements.

Up to Four (4) peak vehicles are required. The number of vehicles may be adjusted by mutual agreement of the Parties based on customer demand.

B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the

Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

- C. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

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

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
Dave L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-4 - Schedule of Fees and Payments

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

Manor Pickup

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

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

Source of Funds for Payment of Contracted Service:

Capital Metro – 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).



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-198

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 3 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one (1) year in an amount not to exceed \$698,000.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 15th, 2021.

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

This resolution authorizes the amendment to the current Contracted Service Supplement, which expires September 30, 2021. Service cost per vehicle hour is scheduled at \$77.52 (at an increase of \$1.78 over last year) under the terms of this amendment.

The total estimated cost of the service, over a one-year period is \$698,000 for an estimated 9,000 vehicle hours annually.

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-198

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the Contracted Services Supplement for the provision of Route 214 requires an amendment due to the expiration of the current Contracted Services Supplement.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute Amendment 3 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one (1) year in an amount not to exceed \$698,000.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT NO. 3 TO CONTRACTED SERVICES SUPPLEMENT NO. 2
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Route 214 – Northwest Feeder)

This Amendment No. 3 to Contracted Services Supplement No. 2 to Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority (“Capital Metro”)**, a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“**CARTS**”). Capital Metro and CARTS are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (“**Agreement**”); and,
- B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 2 dated effective May 1, 2015 (“**Supplement**”); and,
- C. Whereas, the Parties entered into 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 desire to further amend the Supplement.

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

AGREEMENT:

A. AMENDMENT.

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

CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-3 (“**Scope of Services**”) attached and incorporated herein for all purposes (“**Contracted Service**”). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-3) and the Agreement.

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

B. **FEES FOR SERVICES.** For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-3 ("**Schedule of Fees and Payments**"), attached and incorporated herein for all purposes.

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

C. **TERM.** The term of this Supplement shall commence on May 1, 2015 and terminate on September 30, 2022. The Parties may extend the term of this Supplement by written agreement. Provided, however, either party may terminate this Supplement upon sixty (60) days' advance written notice to the other party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

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

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

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

E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

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

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____
David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-3 - Schedule of Fees and Payments

ATTACHMENT SOS-3 - Scope of Services

ATTACHMENT SFP-3
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 2 TO MASTER REGIONAL MOBILITY AGREEMENT

Route 214 – Northwest Feeder

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

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

Capital Metro Source of Funds for Payment of Contracted Service: 100% Local Funds

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

ATTACHMENT SOS-3
SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 2
TO MASTER REGIONAL MOBILITY AGREEMENT

Route 214 – Northwest Feeder

1.0 GENERAL PURPOSE

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

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

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

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

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

2.0 DESCRIPTION OF CONTRACTED SERVICE

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

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 31.

Estimated Total Hours Annually = 9,000.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required.

5.0 SERVICE PERIOD

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

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the bus is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to the health

and well-being of the customers and operator of the bus. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.

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

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

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

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

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

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

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

8.0 EQUIPMENT CONDITION

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

- a) Removal of all graffiti.
- b) Cleaning of all side panels.
- c) Cleaning ceiling panels.

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

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

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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

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

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

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

12.0 HOLIDAY SCHEDULE

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

13.0 TRAINING

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

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

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

All training programs shall be subject to Capital Metro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

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

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

15.0 REMOVAL

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

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

16.0 PERSONNEL

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

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

17.0 SUPERVISION

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

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

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

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

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

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

20.0 CUSTOMER COMPLAINTS

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

21.0 NATIONAL TRANSIT DATABASE REPORTING

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

22.0 PERFORMANCE SPECIFICATIONS

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

The following are the performance specifications:

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

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING AND PUBLIC RELATIONS

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

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

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

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

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

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

27.0 SAFETY AND SECURITY

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

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

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



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-199

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 3 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$210,000.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 15, 2021.

EXECUTIVE SUMMARY: Capital Metro and CARTS partner to operate transit services on the borders of Capital Metro's

service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

Supplement No. 4 to the Master Regional Mobility Agreement allows for the provision of transit service for the Manor area. CARTS provides the vehicle, fuel, operations and maintenance for this service.

The current Contracted Service Supplement No. 4 which allows for CARTS to operate Route 990 - Manor Express expires on September 30, 2021.

This resolution authorizes the amendment to the current Contracted Service Supplement, which expires September 30, 2022. Service cost per vehicle hour is \$77.52. The total cost of the service, over a one-year period is estimated not to exceed \$210,000 for 2,700 estimated vehicle hours.

DBE/SBE PARTICIPATION: Does not apply.

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

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-199

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to partner with local jurisdictions seeking transit services along with other transit providers in the region.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or his designee, to finalize and execute Amendment No. 3 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$210,000.

Date: _____

**Secretary of the Board
Eric Stratton**

**AMENDMENT NO. 3 TO CONTRACTED SERVICES SUPPLEMENT NO. 4
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Route 990 – Manor Express)

This Amendment No. 3 to Contracted Services Supplement No. 4 to Master Regional Mobility Agreement (“**Amendment**”) is made and entered into by and between **Capital Metropolitan Transportation Authority (“Capital Metro”)**, a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“**CARTS**”). Capital Metro and CARTS are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

- A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (“**Agreement**”); and,
- B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 4 dated effective May 1, 2015 (“**Supplement**”); and,
- C. Whereas, the Parties entered into 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; and,
- E. Whereas, the Parties desire to amend the Supplement.

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

AGREEMENT:

A. AMENDMENT.

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

CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-3 (“**Scope of Services**”) attached and incorporated herein for all purposes (“**Contracted Service**”). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-3) and the Agreement.

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

B. **FEES FOR SERVICES.** For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-3 ("**Schedule of Fees and Payments**"), attached and incorporated herein for all purposes.

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

C. **TERM.** The term of this Supplement shall commence on May 1, 2015 and terminate on September 30, 2022. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days' advance written notice to the other Party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

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

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

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

E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

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

Capital Metropolitan Transportation Authority

By: _____

Dottie Watkins
Chief Customer Officer/COO

Date: _____

Capital Area Rural Transportation System

By: _____

David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-3- Schedule of Fees and Payments

ATTACHMENT SOS-3 – Scope of Services

ATTACHMENT SFP-3

**SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 4 TO MASTER REGIONAL MOBILITY AGREEMENT**

Route 990 – Manor Express

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

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

Capital Metro Source of Funds for Payment of Contracted Service: 100% Local Funds

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

ATTACHMENT SOS-3

SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 4 TO MASTER REGIONAL MOBILITY AGREEMENT

Route 990 – Manor Express

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 4 to Master Regional Mobility Agreement (“**Supplement**”) documents the requirements related to the operation of Route 990 - Manor Express. Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

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

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

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

CARTS is required to comply with certain applicable Capital Metro policies and procedures on various subjects, including, but not limited to, the Code of Conduct, Tobacco-Free Workplace Policy, Physical Access Control Policy, and Access Control. The policies and procedures can be found here: https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

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

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Each Weekday = 10.15

Estimated Total Hours Annually = 2,700.

4.0 VEHICLE REQUIREMENTS

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

5.0 SERVICE PERIOD

The vehicle will operate on weekdays. Revenue hours are approximately 5:00 a.m. to 8:30 p.m. primarily during peak periods (times may vary within this window, based on the specific route schedule).

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the vehicle is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to

the health and well-being of the customers and operator of the vehicle. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.

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

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

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

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

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

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

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

8.0 EQUIPMENT CONDITION

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

- a) Removal of all graffiti.
- b) Cleaning of all side panels.

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

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

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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) of the total projected annual vehicle hours, Capital Metro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such

renegotiations would also occur in the event that vehicles need to be added or deleted during the term of the Supplement.

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

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

12.0 HOLIDAY SCHEDULE

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

13.0 TRAINING

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

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

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

All training programs shall be subject to Capital Metro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS SPECIFICATION

CARTS shall comply with Capital Metro’s uniform and appearance requirements. The uniform and appearance standards are available here:

https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Policies/Policy%20-%20All%20Operating%20Procedure%20-%20CMTA%20Uniform%20and%20Appearance%20Standards.pdf.

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

15.0 REMOVAL

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

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

16.0 PERSONNEL

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

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

17.0 SUPERVISION

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

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

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

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

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

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

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

20.0 CUSTOMER COMPLAINTS

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

21.0 NATIONAL TRANSIT DATABASE REPORTING

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

22.0 PERFORMANCE SPECIFICATIONS

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

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

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

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING AND PUBLIC RELATIONS

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

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

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards and are qualified to perform Capital Metro Contracted Service:

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

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

27.0 SAFETY AND SECURITY

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

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

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



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-175

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO or his designee, to finalize and execute contracts with New Flyer of America Inc. and Proterra Operating Company, to purchase up to 197 battery electric transit buses, vehicle chargers, and related equipment over a five-year period in a total amount not to exceed \$ 254,984,089.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Proposed Budget and through a capital contribution from the Austin Transit Partnership.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This item will allow for the replacement of transit buses used on fixed route services, and for fleet expansion to support new MetroRapid routes. The buses being replaced have exceeded their useful life and need replacement to maintain a state of good repair.

BUSINESS CASE: To maintain a state of good repair of the bus fleet and to support expanded services, Capital Metro establishes a fleet plan for vehicle purchases. This item will allow for the replacement of up to 124 vehicles, and the expansion of up to 73 vehicles, over the next five years, under the fleet plan. The buses being

retired have exceeded their scheduled useful life, and the expansion vehicles are needed to meet projected growth, including as a part of Project Connect.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 15, 2021

EXECUTIVE SUMMARY: The Capital Metro fleet plan calls for the scheduled replacement of transit vehicles that have reached or exceeded their useful life, and for the purchase of new vehicles to grow the fleet in support of service expansion. The Federal Transit Administration requires federally funded vehicles to be kept in service for a minimum of 12 years and this contract will allow for replacement of up to 124 buses that will have exceeded 14 years of service at their retirement. These contracts will also allow for growth of up to 8 more local bus route vehicles and up to 65 vehicles in support of new MetroRapid routes, under Project Connect. Capital Metro is awarding multiple contracts to two vendors. These contracts have a combined base order of 56 forty- and sixty-foot, zero emission battery-electric transit buses, with options for up to 141 more of the same vehicles and optional equipment, including chargers, extended warranties, training, and custom engineering. The awards are contingent upon OEMs meeting or exceeding Pre-Award Buy America requirements.

DBE/SBE PARTICIPATION: DBE goals do not apply because the solicitation requires a Transit Vehicle Manufacturer (TVM) Certificate. Only those listed on FTA's eligible TVMs list, or those have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid. To remain eligible, TVMs must submit an annual DBE goal methodology to FTA by August 1 of each year. As of August 31, 2021, New Flyer of America and Proterra Inc. are listed as eligible vendors on FTA website, and they all have completed the required TVM Certification.

PROCUREMENT: On April 15, 2021, a Request for Proposals was issued and formally advertised. By the closing date of June 14, 2021, four (4) proposals were received.

The evaluation team used the following factors in the evaluation of proposals:

1. Demonstrated understanding of the vehicle requirements as described in Exhibit F-1, Technical Specifications: 40-foot and 60-foot Battery Electric Buses. Include details on:

- a. Compliance to technical specifications;
- b. Advantages of manufacturers solutions to requirements in technical specification;
- c. Intuitive functionality of vehicle operation and maintenance;
- d. Safety considerations in vehicle design;
- e. Maintainability of vehicle;
- f. Cleanability of vehicle;
- g. Adaptability of vehicle to future innovative technology configuration changes;
- h. Optimization of battery selection;

- i. Vehicle range;
 - j. Robustness of bus equipment for charging; and
 - k. Sustainability & environmental considerations in manufacturing, lifetime support, and at end-of-life for vehicles & chargers.

2. Past performance in delivering vehicles & equipment of similar design & similar quantities, including manufacturing capabilities. Includes details on:
 - a. Applicability of presented projects of similar size, scope, and complexity;
 - b. Challenges encountered and their solutions;
 - c. Capability and capacity of manufacturing activities;
 - d. Qualifications of other firms and subcontractors utilized;
 - e. References supplied; and
 - f. Past performance questionnaires.

3. Methodology and Quality of Work Plans for Vehicle Configuration, Pilot Bus, Electronics and System Integrations, Post-Delivery In-Servicing, and Post-Delivery Support for both vehicles and chargers, including:
 - a. Organization and completeness of proposed work plan;
 - b. Methodology and approach to configuring vehicle for production;
 - c. Problem solving and response to design and production issues;
 - d. Quality Assurance Program and Quality Control Processes;
 - e. Plan for Pilot Bus production, delivery, review, and handling of change requests;
 - f. Approach to add-on components and systems integration, installation and testing;
 - g. Plan for post-delivery acceptance, testing and vehicle make-ready; and
 - h. Plan for ongoing technical support and training for vehicles and chargers over the life of the contract.

4. Demonstrated understanding of the charger requirements as described in Exhibit F-1B, Technical Specifications: Chargers for Battery Electric Buses, including:
 - a. Functionality and ease of use by operators, and yard personnel for each system proposed;
 - b. Safety considerations in the design of charging system(s);
 - c. Maintainability and remote monitoring capabilities of chargers end user;
 - d. Adaptability of chargers to charge management software;
 - e. Robustness and tolerance of charger and charging equipment; and
 - f. Protocol for commissioning of chargers, and post-commissioning field support.

5. Quality of vehicle appearance and holistic aesthetic including:
 - a. contemporary design;
 - b. fit and finish, and robustness of interior and exterior body components and add-ons, including doors, windows, stanchions, seats, and access panels/doors;
 - c. comfort and usability of driver workstation, including layout of dash gauges, switches, monitors,

- mirrors, windows, visibility of passengers inside and outside of vehicle;
- d. vehicle handling, cornering, responsiveness, turn radius, and ride smoothness and quality for driver and passengers; and
- e. quiet operation of all aspects of vehicle.

6. Ability to meet the delivery schedule requirements of the Authority Quality as described in Exhibit G-1A and Exhibit G-1B.

- a. Pilot Bus Delivery Schedule
- b. Production Bus Delivery Schedule

The proposals from New Flyer of America Inc. and Proterra Operating Company were determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price contract. The term of the Contract is five (5) years with options to purchase additional buses at any time during the sixty (60) month contract period, as follows:

BASE AWARD	Quantity	Cost	Extended
New Flyer of America Inc.			
40-ft Electric Bus	26	\$ 917,400	\$ 23,852,400
60-ft Electric Bus	4	\$ 1,366,500	\$ 5,466,000
Proterra Operating Company			
40-foot Electric Bus	26	\$ 912,471	\$ 23,724,246
VEHICLES BASE AWARD TOTAL			\$ 53,042,646
VEHICLE OPTIONS	Quantity	Cost	Extended
OPTION 1			
40-foot Electric Bus	40	\$ 917,400	\$ 36,696,000
OPTION 2			
40-foot Electric Bus	11	\$ 917,400	\$ 10,091,400
OPTION 3			
40-foot Electric Bus	52	\$ 917,400	\$ 47,704,800
60-foot Electric Bus	2	\$ 1,366,500	\$ 2,733,000
OPTION 4			
60-foot Electric Bus	8	\$ 1,366,500	\$ 10,932,000
OPTION 5			
40-foot Electric Bus	18	\$ 917,400	\$ 16,513,200
OPTION 6			
40-foot Electric Bus	5	\$ 917,400	\$ 4,587,000
60-foot Electric Bus	5	\$ 1,366,500	\$ 6,832,500

VEHICLES OPTIONS TOTAL			\$ 136,089,9 00
OPTIONAL ITEMS			
	Quantity	Cost	Extended
Charger, Depot Plug-In	197	\$ 30,285	\$ 5,966,145
Charger, Depot Overhead	197	\$ 114,400	\$ 22,536,800
Charger, On-Route Overhead	33	\$ 337,713	\$ 11,144,529
Extended Warranty, Bus Battery (12 yrs.)	197	\$ 59,188	\$ 11,660,036
Extended Warranty, Charger, Depot Plug-In (6 yrs.)	197	\$ 11,263.77	\$ 2,218,963
Extended Warranty, Charger, Depot Overhead (6 yrs.)	197	\$ 36,036.02	\$ 7,099,096
Extended Warranty, Charger, On-Route Overhead (6 yrs.)	33	\$ 57,135.60	\$ 1,885,475
Training Block (80 hours)	80	\$ 25,000	\$ 2,000,000
Engineering, Custom Lighting	2	\$ 30,000	\$ 60,000
Custom Lighting, 40-foot Bus	178	\$ 6,500	\$ 1,157,000
Custom Lighting, 60-foot bus	19	\$ 6,500	\$ 123,500
OPTIONAL ITEMS TOTAL			\$ 65,851,54 4
GRAND TOTAL VEHICLES & OPTIONAL ITEMS			\$254,984, 089

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

Ai-2021-175

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to expand the fleet to meet new service levels; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the advantages of purchasing zero emission vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute contracts with New Flyer of America Inc. and Proterra Operating Company, to purchase up to 197 battery electric transit buses, vehicle chargers, and related equipment over a five-year period in a total amount not to exceed \$ 254,984,089.

Date: _____

**Secretary of the Board
Eric Stratton**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2021-164

Agenda Date: 9/15/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a task order contract with _____ for FTA Real Estate Consulting and Relocation Assistance Services for three (3) base years with three (3) option years in an amount \$_____.

FISCAL IMPACT:

Funding for this action is available in the FY2022 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Capital Metro frequently requires real estate consulting services in compliance with Federal Transit Administration (FTA) requirements. These services are utilized for projects related to transit and transportation as well as for operational and administrative needs. The FTA Consulting and Relocation Assistance Services provided under this contract will serve these recurring needs.

BUSINESS CASE: It is more cost-effective to contract for FTA Real Estate and Relocation consulting services than to employ staff full-time who are dedicated to this periodic need. An active task-order contract allows the agency to fulfill these needs as they arise. The funding for these services is included in the FY 2022 capital budget.

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

EXECUTIVE SUMMARY: Capital Metro has maintained FTA Real Estate Consulting Services and Relocation Assistance Services task order contracts to supplement agency staff and assist with property acquisition. Due to an increase in the number of projects requiring compliance with FTA Federal regulations, this services contract is intended to provide all the resources necessary to fulfill these requirements for the duration of this contract period. The contractor's work process and product shall conform to and comply with all State and Federal procedures and regulations.

DBE/SBE PARTICIPATION: The contractor will meet this goal utilizing the following DBE contractors. The goal is

PROCUREMENT:

On July 8, 2021, a Request for Proposals was issued and formally advertised. By the closing date of August 9, 2021, twelve (12) proposals were received. The evaluation team used the following factors in the evaluation of proposals:

- 1) **QUALIFICATION OF THE FIRM:** In addition to the minimum qualifications as stated in Tab B and in Exhibit F-1, firms should have experience working with transit properties of other public agencies, a record of completing work on schedule, strength and stability, and technical assessments by client references.
- 2) **STAFFING AND PROJECT ORGANIZATION:** qualifications of project staff, particularly key personnel, and, especially, the project manager. Other factors to be considered include key personnel's level of involvement in performing related work, logic of project organization, and concurrence in the restrictions on changes in key personnel. See Exhibit F-1 for further information.
- 3) **WORK PLAN / PROJECT UNDERSTANDING:** Contractor's demonstrated understanding of the project requirements, potential problem areas, project approach, schedule, work plan, schedule, and quality assurance program.

The proposals from name of proposer #1 and name of proposer #2 were determined to be the best value to the Authority, price and other factors considered. The contract is a multiple award task order contract. The term is three (3) base years with three (3) 12-month option periods. The total aggregate amount for the six years of the contact is not-to-exceed \$5,450,000.

RESPONSIBLE DEPARTMENT: Real Estate

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2021-164

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to acquire real estate in support of its transportation services; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro recognize the need to utilize FTA Real Estate Consulting and Relocation Assistance Services in support of its mission.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a task order contract with _____ for FTA Real Estate Consulting and Relocation Assistance Services for three (3) base years with three (3) option years in an amount not to exceed \$_____.

Date: _____

**Secretary of the Board
Eric Stratton**