



**Agenda - Final**  
**Capital Metropolitan**  
**Transportation Authority**  
**Board of Directors**

2910 East 5th Street  
Austin, TX 78702

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**Monday, September 25, 2023**

**12:00 PM**

**Rosa Parks Boardroom**

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This meeting will be livestreamed at [capmetrotx.legistar.com](http://capmetrotx.legistar.com)

**I. Call to Order**

**II. Public Comment:**

**III. Advisory Committee Updates:**

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee
3. Public Safety Advisory Committee (PSAC)

**IV. Board Committee Updates:**

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

**V. Consent Items:**

1. Approval of minutes from the August 28, 2023 board meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to execute a contract modification with Hexagon for asset management system maintenance for two (2) remaining one (1) year option periods for an amount not to exceed \$1,079,637.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Carahsoft Technology Corporation for ServiceNow Information Technology Service Management systems for a one (1) year base period and one (1) option year in an amount not to exceed \$458,771.

4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for transit services for an amount not to exceed \$1,358,369.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of limited paratransit and senior service (the "Service") for an amount not to exceed \$172,726 in FTA Section 5307 Funds and \$259,089 in local funds from the City of Georgetown.
6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a one-year Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$319,976 in FTA Section 5307 Funds and \$893,724 in local funds from Travis County per year.
7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 6 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$1,796,454.
8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 6 to CARTS Supplement No. 9 of the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Limited Paratransit and Senior Services to the City of Georgetown in an amount not to exceed \$411,252.
9. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with CDW-Government, LLC to acquire network technology for the MetroRapid Expo and MetroRapid Pleasant Valley projects in an amount not to exceed \$177,804.
10. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 5 to Contracted Services Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Route 990 - Manor Express for fiscal year 2024 in an amount not to exceed \$185,397.
11. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 5 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for fiscal year 2024 in an amount not to exceed \$720,330.

12. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a five-year Trackage Agreement with the Austin Steam Train Association (ASTA) for ASTA's use of a portion of the Giddings to Llano line for the provision of Excursion Rail Passenger Service, in exchange for the right for CapMetro to use a portion of ASTA's adjacent real property for maintenance, storage, and other operations.
13. Approval of a resolution authorizing the President & CEO, or her designee, to grant an approximately 0.334-acre (1,453 square-foot) electric utility easement to the City of Austin across CapMetro-owned property located at 10612 Delta Drive, Austin, Texas for the construction of electric distribution and electrical telecommunications lines and systems.
14. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a month-to-month lease with 1303 Properties Ltd. DBA Travis Properties for approximately 18,535 rentable square feet of office space on the first and basement floors of the Travis Building located at 209 West 9th Street, Austin, TX 78701 for a term not to exceed twenty-four (24) months, in an amount not to exceed \$634,680.
15. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Core Office Interiors to purchase furniture and/or wall systems for 2910 East 5th Street, 1705 Guadalupe, 8200 Cameron Road, 9715 Burnet Road, and furniture inventory replenishment, in an amount not to exceed \$1,127,275.

## VI. Action Items:

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

Memo: Selection Process for the Contracted Bus Operations and Maintenance Services contract (September 15, 2023)

2. Approval of the Fiscal Year 2024 Operating and Capital Budget and Five-Year Capital Improvement Plan
3. Approval of a resolution adopting revised bylaws for the Project Connect Community Advisory Committee (CAC) and authorizing the President & CEO, or her designee, to finalize and execute an amendment to the Joint Partnership Agreement between the City of Austin, CapMetro and the Austin Transit Partnership.

## VII. Report:

1. President & CEO Monthly Update

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

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

**IX. Memo:**

Note: Memo for information only. Will not be discussed at meeting.

1. Memo: Equitable Transit Oriented Development (ETOD) Executive Summary and Final Report (September 6, 2023)

**X. Items for Future Discussion:**

**XI. 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](mailto:ed.easton@capmetro.org) if you need more information.*

*BOARD OF DIRECTORS: Jeffrey Travillion, Chair; Leslie Pool, Vice Chair; Becki Ross, Secretary; Eric Stratton, Paige Ellis, Matt Harriss, Dianne Bangle and Chito Vela.*

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



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2021-189

**Agenda Date:** 3/28/2022

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Customer Satisfaction Advisory Committee (CSAC)

## Capital Metropolitan Transportation Authority

### Customer Satisfaction Advisory Committee (CSAC)

Wednesday, September 13, 2023

6:00 PM

*Virtual Presentation*

**CapMetro Employees:** Nadia Barrera-Ramirez, Peter Breton, Lawrence Deeter, Edna Parra, Marcella Wood.

**Committee Members:** Arlo Brandt, David Foster, Betsy Greenberg, Ryan Johnson, BJ Taylor, Ephraim Taylor, Diana Wheeler.

**Guests:** Ruven Brooks, Zenobia Joseph.

**Meeting called to order at 6:04 PM**

### Welcome / Introductions / Call to Order

*Chair Taylor*

**Approval of the minutes** – David Foster / 2nd Ryan Johnson – passes unanimously.

### Public Communications

**Ruven Brooks** explains that the process for renewing an RFID card is difficult and non-intuitive, and should be simplified so people don't have to go to the Transit Store. **Edna Parra** says that she'll follow up regarding online renewals and connecting RFID with the CapMetro App. **Marcella Wood** also explains the process for renewing an expired RFID card over email.

**Zenobia Joseph** mentions that the agenda for the day's meeting has not been posted online, and the policies and procedures document that is posted online may incorrectly reference state statutes. Additionally, she asks CapMetro staff to ask legal council to investigate if advisory committee members receiving a monthly commuter pass is considered payment, which would violate Texas Transportation Code. She also shares that her comments in the past to the committee were not transcribed correctly. She requests that the Southbound Chinatown station (Stop ID #5857) is moved north, next to the CVS Pharmacy, and the midblock stop next to Walnut Creek Park (Stop ID not specified) either have a pedestrian-hybrid beacon placed near it or be closed. She requests routes be put back in place which provided east-to-west connectivity in North Austin. Lastly, she asks CapMetro staff to explain how ridership is measured, as it could affect the perceived productivity of routes.

### Proposed January 2024 Service Changes

*Lawrence Deeter, Manager of Systems Development*

**Lawrence Deeter** overviews the proposed January 2024 Service Changes, including how those changes fit in with the Service Standards and Guidelines process, the Public Involvement Plan, and future possibilities for CapMetro services.

**Betsy Greenberg** mentions low frequency could be fostering low ridership on some of the routes, and **Lawrence Deeter** agrees that may be possible, but explains that CapMetro is constrained by current resources, and will look at how to best serve all communities across the service area the upcoming Transit Service Plan.

**David Foster** asks what the impact on Round Rock services is, as well as future possibilities for that area. **Lawrence Deeter** says no changes are planned for the current proposed service change, and that Julie Mazur, *Manager of Regional Planning and Coordination* may be better to ask for future possibilities.

**David Foster** asks that considering constrained resources, how does providing Round Rock service affect CapMetro's ability to provide service to the rest of the service area? **Lawrence Deeter** says that the resources allocated to Round Rock has gone down since 2020, and **Nadia Barrera-Ramirez** clarifies that Round Rock pays for "ala-carte" services, so they choose what service they want CapMetro to provide.

**Ephraim Taylor** asks when CapMetro staff first decided to make permanent the frequency reductions to Routes 18, 217 & 335, considering the ridership of some routes has not changed since 2020, even when at lower frequencies. **Lawrence Deeter** says that they made the choice in August and sent a memo to the board, and also explains that CapMetro staff evaluate routes by productivity, which is a measure derived from dividing the ridership by the amount of service hours.

**Ephraim Taylor** asks why the weekend reductions on high frequency routes aren't being formalized, while the weekday reductions for Routes 18, 217, and 335 are, and **Lawrence Deeter** explains that CapMetro intends to restore weekend frequencies over time.

**BJ Taylor** and **Arlo Brandt** express that the 337 is important for their community. **Lawrence Deeter** notes the comments.

### **Transit Speed and Reliability Update**

*Nadia Barrera-Ramirez, Manager of Cross-Agency Programs for Transit and Mobility*

**Nadia Barrera-Ramirez** overviews the Transit Speed and Reliability program and its ongoing projects, as well as upcoming MetroBike projects.

**Ephraim Taylor** asks about transit signal prioritization (TSP) and what impacts CapMetro is seeing on reliability for the system considering it's only on a few routes. **Nadia Barrera-Ramirez** explains that TSP is mainly implemented based on traffic volume to reduce time stuck in traffic and support reliable scheduling. She also notes that TSP is only recently implemented, and the number of routes with TSP for part or all of the trip will increase.

**Ephraim Taylor** asks what the long term plans are for MetroBike to spread out stations across the system and in places that are end-point destinations. **Nadia Barrera-Ramirez** says that while CapMetro decided to stay with a station-based system for MetroBike, there is the opportunity for new station designs due to the new RFP, and they expect to add many more stations in order to increase capacity and coverage.

**Meeting adjourned at 7:17 PM**



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2021-190

**Agenda Date:** 3/28/2022

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Access Advisory Committee



## **Capital Metropolitan Transportation Authority**

### **Access Advisory Committee**

**Wednesday, September 6, 2023**

**5:30 PM**

***Virtual Presentation***

**CapMetro Employees:** Penelope Ackling, Peter Breton, Ken Cartwright, Louise Friedlander, Marcus Guerrero, Martin Kareithi, Dave Kubicek, Julie Lampkin, Chris Mojica, Jo Anne Ortiz, Edna Parra, Sara Sanford, Randy Slaughter, Danny Souraphath, Scott Taylor.

**Supporting Staff Attendees:** Kristi Avalos, Matt Pool, Brian Shamburger, Christopher Westbrook.

**Committee Members:** Estrella Barrera, Andrew Bernet, Glenda Born, Mike Gorse, Paul Hunt, John McNabb.

**Guests:** Jonathan Jones.

***Meeting called to order at 5:34 PM***

### **Welcome / Introductions / Call to Order**

*Chair Hunt*

**Approval of the minutes** - Motion to approve by Glenda Born / 2nd by John McNabb. Passes unanimously.

### **Public Communications**

**Audrea Diaz** mentions that she has seen shelters being moved or replaced and is concerned, and **Edna Parra** asks her to send stop IDs to follow up with the Planning department on.

### **Fares Update**

*Danny Souraphath, Manager of Technical Product Management*

*Edna Parra, Manager of Community Engagement and Outreach*

**Danny Souraphath** and **Edna Parra** overview the new AMP fare system, as well as the Discount Programs, including the Transit Pass for Unhoused Community Program.

**Andrew Bernet** asks if there is a possibility to link a physical and digital card together in the AMP system, and **Danny Souraphath** says not at this time.

**Paul Hunt** asks if CapMetro Access drivers have been made aware of the transition to the AMP system, and **Sara Sanford** explains that yes, they've kept operators in the loop.

### **North Base Demand Response Facility & Centralized Warehouse**

*Marcus Guerrero, Director of New Facility Development*

*Taylor Scott, Technical Project Manager III*

**Marcus Guerrero** overviews the North Base Demand Response & Centralized Warehouse project, including a proposed design plan of the facility.

### **Self-Evaluation and ADA Transition Plan**

*Kimley-Horn Supporting Staff*

**Kimley-Horn Supporting Staff** overview the progress made on the Self-Evaluation and ADA Transition Plan.

**Paul Hunt** asks if braille is required at bus stops and if so, are they evaluating that? **Martin Kareithi** explains that it is not a requirement, but CapMetro understands that it is a need for riders that they are actively trying to address. The main concern with implementing braille is the ability of the material to withstand heat and vandalism.

**Glenda Born** asks if they've been evaluating the contrast and readability of signage, and **Brian Shamburger** says that they are evaluating physical and digital signage.

**Paul Hunt** asks if they've been doing the same for schedule maps, and **Martin Kareithi** says he is unsure but can follow up, and notes that those who design the maps know of any issues that came from the report.

***Meeting adjourned at 6:54 PM***



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2022-329

**Agenda Date:** 1/24/2022

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Public Safety Advisory Committee (PSAC)

## **Capital Metropolitan Transportation Authority**

### **Public Safety Advisory Committee (PSAC)**

**Friday, August 25, 2023**

**11:30AM**

**Virtual Presentation**

**CapMetro Employees:** Jeremy Benoit, Peter Breton, Kevin Conlan, Estefani Garcia, Georgen Guerrero, Darryl Jamail, Kelsey Lammy, Nina Loehr, Edna Parra, Eric Robins, Brian Robinson, Carlos Silva, Emmanuel Toutin, Yvonne Wilson, Holly Winge.

**Committee Members:** Stephen Foster, Kathryn Kalinowski, Adam Powell, Christian Shelmire, Lauren Taylor.

**Meeting called to order 11:33AM**

### **Welcome / Introductions / Call to Order**

*Chair Foster*

**Approval of the minutes** – Motion to approve by Stephen Foster / 2<sup>nd</sup> by Adam Powell – passes unanimously.

### **FY2024 Budget Proposal**

*Emmanuel Toutin, Manager of Budget and Financial Planning*

**Emmanuel Toutin** overviews the FY2024 Budget Proposal, including the community engagement timeline, operating budget, and capital budget.

**Lauren Taylor** asks about how Section 5307 funds are integrated into the grant budget compared to grants like RAISE, and **Kevin Conlan** explains that Section 5307 funds are integrated into the operating budget, while capital grants like RAISE are integrated into the capital budget.

### **HMIS Pass Update**

*Kelsey Lammy, Senior Community Engagement Coordinator*

**Kelsey Lammy** overviews the HMIS Pass Program Pilot.

**Adam Powell** asks what the Title VI analysis entails, and **Edna Parra** explains that while CapMetro has not formally started the process, it will look at the people who will be impacted to make sure there isn't a disproportionate impact on minority groups.

**Christian Shelmire** asks what the scope of the pilot was - to test technology, operations? What was the success criteria?

**Kelsey Lammy** explains that the main reason was to connect the community, test the technology, and work with service providers of different scales and different missions in order to best learn how cards get distributed and tracked.

**Christian Shelmire** asks if there were any clear takeaways, and **Kelsey Lammy** explains that service providers needed additional support or assistance in submitting information into HMIS.

### **Community Intervention Specialist Program Update**

*Holly Winge, Community Intervention Specialist II*

**Holly Winge** updates the committee on the Community Intervention Program, including recognition by Austin-Travis County EMS, as well as housing and referral successes.

### **Transit Police Update**

*Eric Robins, Chief Administrator*

**Eric Robins** updates the committee on work being done to start the transit police department, including the organizational structure and staffing, the progress on hiring an Assistant Chief, the process for hiring police officers, and marketing and branding work.

**Public Safety Ambassador Program Update**

*Brian Robinson, Public Safety Supervisor*

**Brian Robinson** introduces the newest class of Public Safety Ambassadors, the newest Public Safety Supervisor, and explains ongoing training for the team.

***Meeting adjourned at 1:00PM***



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2023-972

**Agenda Date:** 9/25/2023

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Approval of minutes from the August 28, 2023 board meeting.



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

2910 East 5th Street  
Austin, TX 78702

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**Monday, August 28, 2023**

**12:00 PM**

**Rosa Parks Boardroom**

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**I. Call to Order**

12:07 p.m. Meeting Called to Order

<b>Present:</b>	Pool, Stratton, Harriss, Vela, Bangle, and Ellis
<b>Absent:</b>	Travillion, and Ross

**II. Recognition**

1. Cap Metro Paratransit Rodeo Winners

**III. Public Comment:**

Bob Kafka, Gavino Fernandez, Ricky Hall, Deb Miller, Zenobia Joseph and Jacob Emerson provided public comments.

**IV. Advisory Committee Updates:**

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee
3. Public Safety Advisory Committee (PSAC)

**V. Board Committee Updates:**

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

**VI. Consent Items:**

A motion was made by Board Member Vela, seconded by Board Member Stratton, to approve the Consent Agenda. The motion carried by the following vote:

**Aye:** Pool, Stratton, Harriss, Vela, Bangle, and Ellis

1. Approval of minutes from the July 24, 2023 board meeting.
2. Approval of a resolution appointing Stacy Landry to the Access Advisory Committee.
3. Approval of a resolution re-appointing Terry Follmer to the position of Vice President, Internal Audit for a term of five years.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Via Transportation, Inc. for transit on-demand system hosting, maintenance, and support in support of Pickup for a one (1) year base and four (4) one-year options in an amount not to exceed \$2,307,060.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a building lease with CFJ Manufacturing, LP (CFJ), for approximately 1,027.5 rentable square feet within CapMetro's administrative offices at 624 N. Pleasant Valley Road, Austin, Texas 78702 for a base period of eight (8) months, for a total amount of \$22,606 paid to CapMetro.
6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an interlocal agreement (ILA) with the City of Austin for the installation, configuration, maintenance and repair or lease of public safety equipment and systems related to the Greater Austin-Travis County Regional Radio System (GATRRS) for an estimated amount of \$15,000 per fiscal year during the term of the ILA.
7. Approval of a resolution authorizing the President & CEO, or her designee, to modify contract # 200455 with AmericanEagle for the remaining hosting, maintenance, and support of the web content management system for a total new contract amount not to exceed \$695,725.
8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Turbo Images for vinyl bus wraps parts and installation of CapMetro's Novabus fleet in a total not to exceed amount of \$639,783.
9. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Rio Grande Pacific Technology, Inc. for the construction of the I-35/4th Street Pedestrian Crossings Preemption project for \$358,038, plus 20 percent contingency, for a total not to exceed the amount of \$429,646.

**VII. Report:**

1. President & CEO Monthly Update

**VIII. Executive Session:**

Into Executive Session: 12:54 p.m.

Out of Executive Session: 1:44 p.m.



Texas Government Code, Section 551.071, for consultation with an attorney for legal issues related to pending litigation: In re Proterra, Inc. et al., Chapter 11 bankruptcy case.

**IX. Items for Future Discussion:**

**X. Adjournment**

1:45 p.m. Meeting Adjourned

**ADA Compliance**

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*BOARD OF DIRECTORS: Jeffrey Travillion, Chair; Leslie Pool, Vice Chair; Becki Ross, Secretary; Eric Stratton, Paige Ellis, Matt Harriss, Dianne Bangle and Chito Vela.*

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Board of Directors

Item #: AI-2023-796

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Capital Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

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

DBE/SBE PARTICIPATION: Does not apply.

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

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

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

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-796**

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

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

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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Board of Directors

Item #: AI-2023-836

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

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

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

Planning and Safety Committee on September 13, 2023.

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

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

**PROCUREMENT:** The contract will utilize the Department of Information Resources (DIR) contract, DIR-TSO-4288, held by Carahsoft Technology Corporation to re-sell ServiceNow software products. DIR awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act.

Purchases made using DIR contracts satisfy otherwise applicable competitive bidding requirements. Pricing for ServiceNow IT Service Management Systems software licensing subscription was determined to be fair & reasonable by DIR’s organization during its solicitation and award process.

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

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

The contract is a firm fixed price type contract.

**RESPONSIBLE DEPARTMENT:** Information Technology

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-836**

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

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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Board of Directors

Item #: AI-2023-948

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

This action reimburses Capital Metro for expenses incurred.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

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

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

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



CapMetro for all services provided.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-948**

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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

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

**RECITALS**

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

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

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

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

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

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

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

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

\*The estimated annual hours are subject to change.

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

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

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

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

**Capital Metropolitan Transportation Authority**

**City of Round Rock**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dottie Watkins

Craig Morgan

President & CEO

Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Deputy Counsel

City Attorney

CapMetro

# Regional Transportation Agreements

September 13, 2023

# Resolutions for Approval

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

# Service Expansion Program

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



## City of Round Rock ILA

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

# Travis County ILA

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

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

# City of Georgetown ILA

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

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

# CARTS - Master Regional Mobility Agreement

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

# CARTS Supplements

- CARTS operates the following services through supplements:

## Regional Partners

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

## CapMetro routes within the service area

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

# Resolutions for Approval

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

CapMetro

Thank you!

Board of Directors

Item #: AI-2023-947

Agenda Date: 9/25/2023

**SUBJECT:**

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

**FISCAL IMPACT:**

This action reimburses Capital Metro for expenses incurred.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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



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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-947**

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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

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

**RECITALS**

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

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

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

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

**AGREEMENT**

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

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

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

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

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

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

**13. Federal Funding.**

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

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

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

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

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

**16. Liability and Limitation of Liability.**

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

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

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

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

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

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

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

If to City:

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

With copy to:

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

If to CapMetro:

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



With copy to:

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

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

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

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

**30. Survivability.** The provisions of Sections 14 through 16 shall survive the termination, expiration, or non-renewal of this Agreement.

**31. Exhibits.** The following exhibits are incorporated herein by reference:

- A. Scope of Services
- B. Fees
- C. Insurance
- D. Service Area

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

**Capital Metropolitan Transportation Authority**

**City of Georgetown**

By: \_\_\_\_\_  
Dottie Watkins  
President & CEO  
CapMetro

By: \_\_\_\_\_  
Josh Schroeder:  
Mayor, City of Georgetown

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Ayeola Williams  
Deputy Counsel

Attest:

By: \_\_\_\_\_  
Robyn Densmore  
City Secretary

Approved as to Form:

By: \_\_\_\_\_  
Skye Masson  
City Attorney

## Exhibit A – Scope of Services

### 1. GENERAL PURPOSE

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

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

### 2. DESCRIPTION OF SERVICE

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

### **3. SERVICE PERIOD**

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

### **4. VEHICLE REQUIREMENTS**

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

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

### **5. VEHICLE HOURS**

Vehicle hours are:

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

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

### **6. VEHICLES**

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

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

## **7. EQUIPMENT CONDITION**

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

## **8. REPORTING**

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

## **9. TRAINING**

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

9.1.1. Defensive Driving

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

9.1.3. Route specific training

9.1.4. Ongoing refresher training

## **10. PERSONNEL**

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

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

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

## **11. FARE COLLECTION**

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

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

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

## **12. MARKETING AND PUBLIC RELATIONS**

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

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



## Attachment 1 to Scope of Services

### Eligibility Application



## Limited Paratransit Eligibility Application



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

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

### Who Should Apply for Limited Paratransit Services?

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

### How to Apply for Services:

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

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

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

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

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

### Step 1: Complete the General Information Section

Last name

First name

MI

Street Address

City

State

Zip Code

Home Phone

Cell Phone

Work Phone

Date of Birth

#### Emergency Contact

Full Name

Street Address

Phone

## Step 2: Information About Your Disability

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

---

**1** Can you board the bus by yourself?

YES  NO  SOMETIMES

---

---

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

YES  NO  SOMETIMES

---

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

YES  NO  SOMETIMES

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

YES  NO  SOMETIMES

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

YES  NO  SOMETIMES

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## Step 2: Continued...

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

---

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

---

---

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

---

---

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

---

---

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

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

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

---

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## Applicant Agreement and Release

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Health Care Professional Verification of Eligibility

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

--	--

Person Completing Verification

Professional Title

--

Agency Affiliation

--

State of Texas Certification ID Number

--

Business Address

--	--	--

City

State

Zip Code

--

Business Phone

- What is the medical diagnosis that causes this disability?

--

- This condition is... PERMANENT  TEMPORARY

- If temporary, what is the expected duration?

--

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

--	--

Signature of Qualified Professional

Date

## Exhibit B – Rates

FY24 Service

Limited Paratransit and Senior Service Hours – Annual Totals

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

## **Exhibit C - Insurance**

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

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

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

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

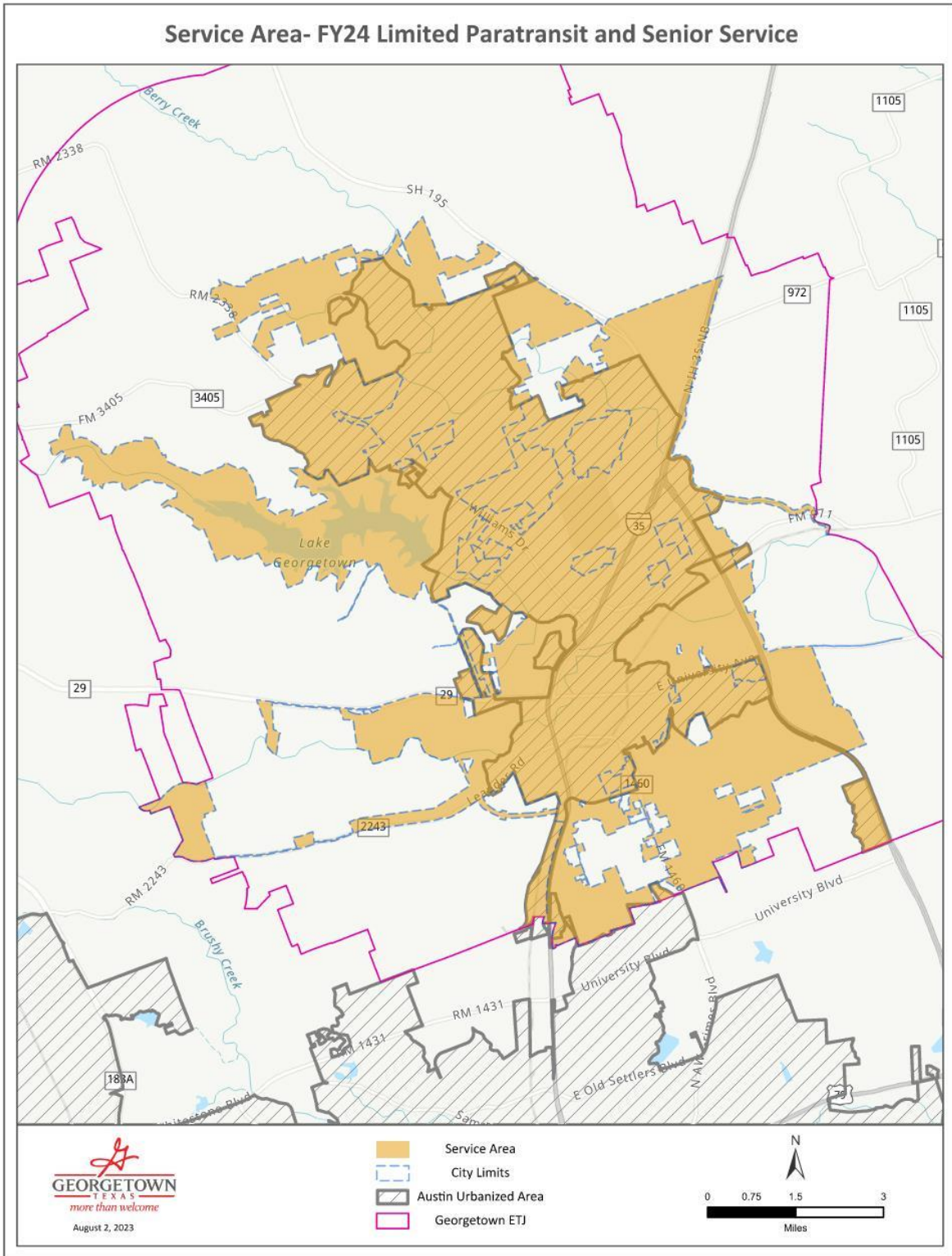
**If CapMetro is using a Third Party Service Provider to provide insurance, such Third Party Service Provider will carry:**

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

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



# Exhibit D - GoGeo Service Area



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Board of Directors

Item #: AI-2023-949

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

This action reimburses Capital Metro for expenses incurred.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-949**

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

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

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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

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

**I. Contracting Parties:**

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

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

**II. Recitals:**

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

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

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

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

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

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



#### IV. Financial Terms:

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

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

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

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

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

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

VI. **Term of the Agreement:**

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

VII. **Default:**

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

VIII. **Miscellaneous:**

a. **Cooperation**

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

b. **Force Majeure**

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

c. **Notice**

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

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

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

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

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

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

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

d. Entire Agreement

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

e. Modification

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

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

f. Invalid Provision

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

g. Inspection of Books and Records

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

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

h. Current Funds

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

i. Venue

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

j. Interpretation

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

k. Application of Law

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

l. Mediation

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

m. Third Party Rights Not Created

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

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

n. Counterparts

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

o. Sovereign Immunity

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

p. Contract Authority

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

q. Taxpayer Identification

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

r. Survival

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

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

*[Signature page follows]*

**PERFORMING AGENCY**  
**Capital Metropolitan Transportation Authority**

By: \_\_\_\_\_  
Dottie Watkins  
President & CEO  
CapMetro

Signature Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
CapMetro Legal Department

**RECEIVING AGENCY**  
**Travis County, Texas**

By: \_\_\_\_\_  
Andy Brown  
County Judge

Signature Date: \_\_\_\_\_

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

**Exhibit "A"**



## **Insurance Coverage**

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

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

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

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

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

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

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Board of Directors

Item #: AI-2023-950

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

This action reimburses Capital Metro for expenses incurred.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-950**

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

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

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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

**(Manor Pickup)**

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

**RECITALS:**

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

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

## AGREEMENT:

### A. AMENDMENT.

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

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

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

#### **3.0 Vehicle Hours.**

Vehicle hours for the Pickup service are provided below:

Estimated Total Hours Per Weekday = 72.5

Estimated Total Hours Per Saturday = 42

Estimated Total Hours Weekday Annually = 18,705

Estimated Total Hours Saturday Annually = 2,184

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

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

#### **4.0 Vehicle Requirements.**

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

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

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

**Capital Metropolitan Transportation Authority**

By: \_\_\_\_\_  
Dottie Watkins  
President & CEO

Date: \_\_\_\_\_

**Capital Area Rural Transportation System**

By: \_\_\_\_\_  
Dave L. Marsh  
General Manager

Date: \_\_\_\_\_

Attachments:

ATTACHMENT SFP-6 - Schedule of Fees and Payments



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

**Manor Pickup**

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

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

Source of Funds for Payment of Contracted Service:

CapMetro – 100% Local Funds

Travis County – Local and FTA Funds

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

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Board of Directors

Item #: AI-2023-951

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

This action reimburses Capital Metro for expenses incurred.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

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

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

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

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-951**

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

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

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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

**(Services to the City of Georgetown)**

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

**RECITALS:**

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

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

## AGREEMENT:

### A. AMENDMENT.

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

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

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

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

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

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

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

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

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

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

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

*[SIGNATURES ON NEXT PAGE]*

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

**Capital Metropolitan Transportation Authority**

By: \_\_\_\_\_  
Dottie Watkins  
President & CEO  
CapMetro

Date: \_\_\_\_\_

**Capital Area Rural Transportation System**

By: \_\_\_\_\_  
David L. Marsh  
General Manager

Date: \_\_\_\_\_

Attachments:

ATTACHMENT SFP-7 - Schedule of Fees and Payments

ATTACHMENT SOS-7 - Scope of Services



**ATTACHMENT SFP-7**

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

**(City of Georgetown Limited Paratransit and Senior Service)**

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

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

**CapMetro Source of Funds for Payment of Contracted Service:**

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

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

## ATTACHMENT SOS-7

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

#### **(City of Georgetown Limited Paratransit and Senior Service)**

#### **1.0 GENERAL PURPOSE**

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

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

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

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

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

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

#### **2.0 DESCRIPTION OF CONTRACTED SERVICE**

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

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

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

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

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

### **3.0 SERVICE PERIOD**

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

### **4.0 VEHICLE REQUIREMENTS**

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

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

### **5.0 VEHICLE HOURS**

Vehicle hours are:

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

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

## **6.0 SERVICE SCHEDULE**

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

## **7.0 VEHICLES**

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

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

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

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

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

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

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

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

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

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

## **8.0 EQUIPMENT CONDITION**

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

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

## **9.0 SPARE VEHICLES**

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

## **10.0 MONTHLY REPORTS**

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

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

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

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

## **11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE**

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

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

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

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

## **12.0 HOLIDAY SCHEDULE**

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

## **13.0 TRAINING**

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

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

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

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

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

All training programs shall be subject to CARTS approval.

#### **14.0 UNIFORM AND APPEARANCE STANDARDS**

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

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

#### **15.0 REMOVAL**

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

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

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

## **16.0 PERSONNEL**

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

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

## **17.0 SUPERVISION**

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

## **18.0 DISPATCHING & RADIO COMMUNICATION**

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

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

## **19.0 FARE COLLECTION**

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



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

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

## **20.0 CUSTOMER COMPLAINTS AND CUSTOMER RELATIONS**

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

## **21.0 NATIONAL TRANSIT DATABASE REPORTING**

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

## **21.0 PERFORMANCE SPECIFICATIONS**

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

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

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

### **23.0 ON-TIME PERFORMANCE**

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

### **24.0 MARKETING, FARE MEDIA AND PUBLIC RELATIONS**

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

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

### **25.0 OPERATOR QUALIFICATIONS/STANDARDS**

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

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

### **26.0 DRUG AND ALCOHOL TESTING PROGRAM**

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

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

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

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

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

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

## **27.0 SAFETY AND SECURITY**

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

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

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

## Attachment 1 to Scope of Services

### Eligibility Application



## Limited Paratransit Eligibility Application



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

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

### Who Should Apply for Limited Paratransit Services?

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

### How to Apply for Services:

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

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

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

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

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

### Step 1: Complete the General Information Section

Last name

First name

MI

Street Address

City

State

Zip Code

Home Phone

Cell Phone

Work Phone

Date of Birth

#### Emergency Contact

Full Name

Street Address

Phone

## Step 2: Information About Your Disability

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

---

- 1** Can you board the bus by yourself? YES  NO  SOMETIMES

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---

- 2** Can you climb three 12-inch steps on your own? YES  NO  SOMETIMES

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- 3** If you have a cognitive disability, can you give your name, address and number? YES  NO  SOMETIMES

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- 4** Are you able to recognize destinations and/or landmarks? YES  NO  SOMETIMES

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---

- 5** Can you handle unexpected events or changes to your routine? YES  NO  SOMETIMES

---

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**Step 2: Continued...**

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



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

---

\_\_\_\_\_

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

---

\_\_\_\_\_

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

---

\_\_\_\_\_

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

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

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

---

\_\_\_\_\_

## Applicant Agreement and Release

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Health Care Professional Verification of Eligibility

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

--	--

Person Completing Verification

Professional Title

--

Agency Affiliation

--

State of Texas Certification ID Number

--

Business Address

--	--	--

City

State

Zip Code

--

Business Phone

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

--

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

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

--

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

--

Signature of Qualified Professional

--

Date

---

Board of Directors

Item #: AI-2023-953

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Capital Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

1. Customer       2. Community  
 3. Workforce       4. Organizational Effectiveness

**Strategic Objectives:**

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

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

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

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

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

cabling.

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

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

TIPS awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act. Purchases made using TIPS contracts satisfy otherwise applicable competitive bidding requirements.

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

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

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

The contract will be a fixed price contract.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-953**

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

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

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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Board of Directors

Item #: AI-2023-955

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

Funding for this action is available in the FY2023 Operating Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

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

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

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-955**

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

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

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**Date:** \_\_\_\_\_

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

**(Route 990 – Manor Express)**

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

**RECITALS**

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

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

**AGREEMENT**

**A. AMENDMENT.**

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



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

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

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

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

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

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

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

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

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

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

*[Signature Page Follows]*

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

**Capital Metropolitan Transportation Authority**

By: \_\_\_\_\_

Name: Dottie Watkins

Title: President and CEO

Date: \_\_\_\_\_

**Capital Area Rural transportation System**

By: \_\_\_\_\_

Name: David L. Marsh

Title: General Manager

Date: \_\_\_\_\_

Attachments:

ATTACHMENT SFP-5 - Schedule of Fees and Payments

ATTACHMENT SOS-5 - Scope of Services

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

**Route 990 – Manor Express**

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

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

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

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

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

**Route 990 – Manor Express**

**1.0 GENERAL PURPOSE**

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

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

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

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

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

**2.0 DESCRIPTION OF CONTRACTED SERVICE**

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

**3.0 VEHICLE HOURS**

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 11.

Estimated Total Hours Annually = 2,102.

**4.0 VEHICLE REQUIREMENTS**

Two (2) peak vehicles are required.

## 5.0 SERVICE PERIOD

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

## 6.0 SERVICE SCHEDULE

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

## 7.0 VEHICLES

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

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

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

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

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

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

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

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

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

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

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

## 8.0 EQUIPMENT CONDITION

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

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

## 9.0 SPARE VEHICLES

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

## 10.0 MONTHLY REPORTS

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

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

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

## 11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

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

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

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

## 12.0 HOLIDAY SCHEDULE

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

## 13.0 TRAINING

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

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

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

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

All training programs shall be subject to CapMetro approval.

#### 14.0 UNIFORM AND APPEARANCE STANDARDS

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

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

#### 15.0 REMOVAL

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

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

#### 16.0 PERSONNEL



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

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

#### 17.0 SUPERVISION

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

#### 18.0 DISPATCHING & RADIO COMMUNICATION

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

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

#### 19.0 FARE COLLECTION

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

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

CapMetro shall notify CARTS of changes in the fare structure.

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

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

## 20.0 CUSTOMER COMPLAINTS

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

## 21.0 NATIONAL TRANSIT DATABASE REPORTING

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

## 22.0 PERFORMANCE SPECIFICATIONS

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

The following are the performance specifications:

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

## 23.0 ON-TIME PERFORMANCE

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

## 24.0 MARKETING AND PUBLIC RELATIONS

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

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

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

## **25.0 PERSONNEL QUALIFICATIONS/STANDARDS**

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

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

## **26.0 DRUG AND ALCOHOL TESTING PROGRAM**

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

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

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

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

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

## **27.0 SAFETY AND SECURITY**

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

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

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

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

DRAFT

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Board of Directors

Item #: AI-2023-956

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

Funding for this action is available in the FY2023 Operating Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

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

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2022-548**

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

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

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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

**(Route 214 – Northwest Feeder)**

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

**RECITALS**

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

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

**AGREEMENT**

**A. AMENDMENT.**

- 1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:  
  
CARTS agrees to provide to CapMetro, the transportation services described in Attachment SOS-5 (“Scope of Services”) attached and incorporated herein for all purposes (“Contracted Service”). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-5) and the Agreement.
- 2. Paragraph 2.B. of the Supplement is deleted in its entirety and replaced with the following:



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

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

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

B. **NOT TO EXCEED AMOUNT.** Payments made under the Supplement for the FY 2024 period beginning October 1, 2023, and ending September 30, 2024, shall not exceed \$720,329.40.

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

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

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

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

*Signatures on next page.*

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

**Capital Metropolitan Transportation Authority**

By: \_\_\_\_\_

Name: Dottie Watkins

Title: President & CEO

Date: \_\_\_\_\_

**Capital Area Rural transportation System**

By: \_\_\_\_\_

Name: David L. Marsh

Title: General Manager

Date: \_\_\_\_\_

Attachments:

ATTACHMENT SFP-5 - Schedule of Fees and Payments

ATTACHMENT SOS-5 - Scope of Services

**ATTACHMENT SFP-5**

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

**Route 214 – Northwest Feeder**

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

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

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

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

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

**Route 214 – Northwest Feeder**

**1.0 GENERAL PURPOSE**

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

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

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

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

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

**2.0 DESCRIPTION OF CONTRACTED SERVICE**

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

**3.0 VEHICLE HOURS**

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 31

Estimated Total Hours Annually = 8,167.

**4.0 VEHICLE REQUIREMENTS**

Two (2) peak vehicles are required.

**5.0 SERVICE PERIOD**

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

## **6.0 SERVICE SCHEDULE**

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

## **7.0 VEHICLES**

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

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

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

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

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

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

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

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

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

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

### **8.0 EQUIPMENT CONDITION**

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

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

### **9.0 SPARE VEHICLES**

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

### **10.0 MONTHLY REPORTS**

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

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

### **11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE**

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

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

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

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

## **12.0 HOLIDAY SCHEDULE**

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

## **13.0 TRAINING**

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

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

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

All training programs shall be subject to Capital Metro approval.

## **14.0 UNIFORM AND APPEARANCE STANDARDS**

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

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Board of Directors

Item #: AI-2023-958

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

Planning and Safety Committee on September 13, 2023.

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Rail Operations

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-958**

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**CapMetro**

Excursion Rail Passenger  
Service Trackage Agreement  
Austin Steam Train  
Association

# Excursion Rail Passenger Service Trackage Agreement - Austin Steam Train Association

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

# SOUTHERN PACIFIC 786





# Pictures of Steam Loco and Loco with Cars



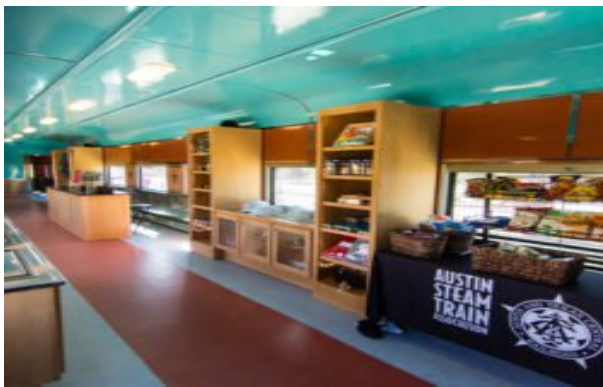
# ALCO DIESEL 442 and HZRX DIESEL 3134



# Examples of Coach Cars



Dinner  
Cars



Store  
Car



Coach  
Car

**CapMetro**

Thank You!

---

Board of Directors

Item #: AI-2023-961

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

1. Customer       2. Community  
 3. Workforce       4. Organizational Effectiveness

**Strategic Objectives:**

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

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

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

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

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

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction and Engineering Design (CCED)

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-961**

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

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

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

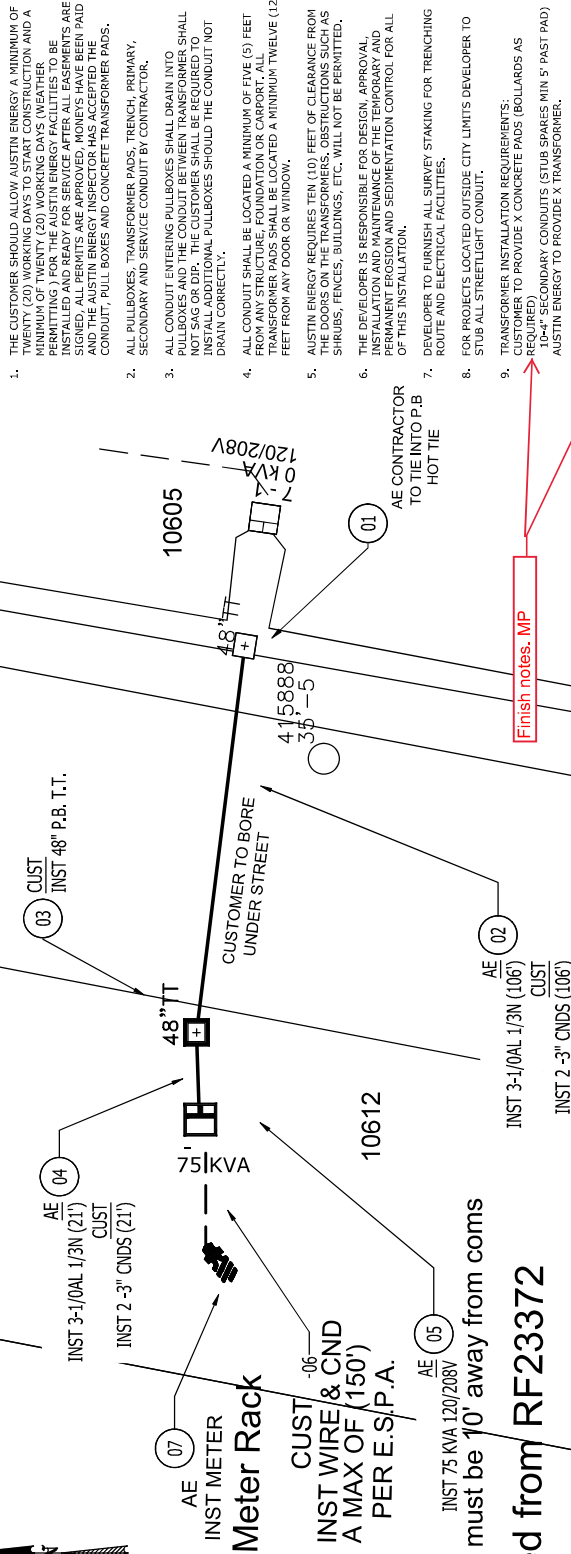
NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to grant an approximately 0.334-acre (1,453 square-foot) electric utility easement to the City of Austin across CapMetro-owned property located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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

# SMALL SCALE JOB

## EXHIBIT "A" APPROXIMATE LOCATION OF EXISTING FACILITIES



**LEGEND**

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

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

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

NO.	DATE	REVISION
5		
4		
3		
2		
1		
0	01-24-2022	MARK COOK
DESIGNER	MARK COOK	DESIGN APPROVED:
CHECK BY:	CONST. REVIEW:	DESIGN APPROVED:

- NOTES:**
- THE CUSTOMER SHOULD ALLOW AUSTIN ENERGY A MINIMUM OF TWENTY (20) WORKING DAYS TO START CONSTRUCTION AND A MINIMUM OF TWENTY (20) WORKING DAYS (WEATHER PERMITTING) FOR THE AUSTIN ENERGY FACILITIES TO BE INSTALLED AND READY FOR SERVICE AFTER ALL EASEMENTS ARE SIGNED, ALL PERMITS ARE APPROVED, MONEYS HAVE BEEN PAID TO THE CITY OF AUSTIN, AND ALL NECESSARY PERMITS, CONDUIT, PULL BOXES AND CONCRETE TRANSFORMER PADS.
  - ALL PULLBOXES, TRANSFORMER PADS, TRENCH, PRIMARY, SECONDARY AND SERVICE CONDUIT BY CONTRACTOR.
  - ALL CONDUIT ENTERING PULLBOXES SHALL DRAIN INTO PULLBOXES AND THE CONDUIT BETWEEN TRANSFORMER SHALL NOT SAG OR DIP. THE CUSTOMER SHALL BE REQUIRED TO INSTALL ADDITIONAL PULLBOXES SHOULD THE CONDUIT NOT DRAIN CORRECTLY.
  - ALL CONDUIT SHALL BE LOCATED A MINIMUM OF FIVE (5) FEET FROM ANY STRUCTURE, FOUNDATION OR CARPORT. ALL TRANSFORMER PADS SHALL BE LOCATED A MINIMUM TWELVE (12) FEET FROM ANY DOOR OR WINDOW.
  - AUSTIN ENERGY REQUIRES TEN (10) FEET OF CLEARANCE FROM THE DOORS ON THE TRANSFORMERS, OBSTRUCTIONS SUCH AS SHRUBS, FENCES, BUILDINGS, ETC. WILL NOT BE PERMITTED.
  - THE DEVELOPER IS RESPONSIBLE FOR DESIGN, APPROVAL, INSTALLATION AND MAINTENANCE OF THE TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL FOR ALL OF THIS INSTALLATION.
  - DEVELOPER TO FURNISH ALL SURVEY STAKING FOR TRENCHING ROUTE AND ELECTRICAL FACILITIES.
  - FOR PROJECTS LOCATED OUTSIDE CITY LIMITS DEVELOPER TO STUB ALL STREETLIGHT CONDUIT.
  - TRANSFORMER INSTALLATION REQUIREMENTS: CUSTOMER TO PROVIDE X CONCRETE PADS (BOLLARDS AS REQUIRED)
  - 10-4" SECONDARY CONDUITS (STUB SPARES MIN 2" PAST PAD) AUSTIN ENERGY TO PROVIDE X TRANSFORMER.
  - AUSTIN ENERGY TO PROVIDE/INSTALL PRIMARY AND SECONDARY CABLE AS FOLLOWS:
    - A. PRIMARY X AL URD (15KV) - X
    - B. SECONDARY X - X
  - THIS PRINT IS SOLELY FOR THE PURPOSE OF INSTRUCTING THE CUSTOMER ON THE INSTALLATION OF THE AUSTIN ENERGY INFRASTRUCTURE UP TO AND INCLUDING THE POINT OF INTERFERENCE WITH THE BUILDING. IN ALL OTHER INSTANTIONS THE CUSTOMER IS RESPONSIBLE FOR ALL REQUIREMENTS STATED ON THE QUOTE LETTER AND, WHERE CIVIL WORK IS REQUIRED BY THE CUSTOMER, SHALL ADHERE TO ALL AE CIVIL REQUIREMENTS AS INDICATED ON THE SEPARATE CUSTOMER CIVIL DOCUMENTS, WHICH MAY BE REFERRED TO IN PART OR IN WHOLE ON THIS PRINT.
  - CUSTOMER IS RESPONSIBLE FOR ADHERING TO ALL REQUIREMENTS IN THE LATEST VERSION OF THE AUSTIN ENERGY DESIGN CRITERIA MANUAL.
  - THIS DRAWING IS NOT TO SCALE AND THE LOCATION OF INSTALLATION OF THE INFRASTRUCTURE ON THIS PRINT SHOULD ADHERE TO ALL CLEARANCES IN THE AUSTIN ENERGY DESIGN CRITERIA MANUAL. THE CUSTOMER SHALL VERIFY ALL REQUIREMENTS, UNLESS SPECIFICALLY STATED OTHERWISE ON THIS PRINT.
  - METER AND DISCONNECT LOCATIONS AND SPECIFICATIONS ARE TO BE DETERMINED BY THE CUSTOMER. THE CUSTOMER SHALL REFER TO THE LATEST AUSTIN ENERGY DESIGN CRITERIA MANUAL FOR THIS INFORMATION IN THE PLANNING STAGES PRIOR TO INSTALLATION TO AVOID COSTLY CORRECTIONS. FOR INFORMATION CONCERNING METERING AND DISCONNECTS, PLEASE CONTACT THE REFERRED REPRESENTATIVE AT [SalesCustomerSupport@austinenergy.com](mailto:SalesCustomerSupport@austinenergy.com).
  - FOR CT INFORMATION AND EQUIPMENT SIZING, CONTACT [aeDistributionEngineering@austinenergy.com](mailto:aeDistributionEngineering@austinenergy.com)
  - FOR CT INSPECTIONS CONTACT [aeModisatch@austinenergy.com](mailto:aeModisatch@austinenergy.com)
  - FOR A COMPLETE SET OF INSTRUCTIONS FOR THE LEVEL REFER TO THE CIVIL LETTER AND SPECIFICATION SHEETS

**ADDRESS: 10612 DELTA DR**

**WO. NO. : 490178**  
**ACCT: 1102250600**

**CUSTOMER: Jeffrey Campos**    **PH: 512-872-2817**    **MP PAGE: MP09**    **DATE STAKED: ---**  
**DESIGNER: MARK COOK**    **PH: 512-505-7032**    **MAP GRID: ---**    **TRETRIMMING: ---**  
**SUB WORK TYPE: DPHUBJGUPD**    **SCALE: N.T.S.**  
**ROWMAN NO. : ---**    **EASEMENT NO. : ---**  
**HWY/COUNTY PERMIT NO. : ---**

**SHEET 1 of 1**

**ELECTRIC SERVICE DELIVERY DISTRIBUTION SERVICES**

**AUSTIN ENERGY**

NO.	DATE	REVISION
5		
4		
3		
2		
1		
0	01-24-2022	MARK COOK
DESIGNER	MARK COOK	DESIGN APPROVED:
CHECK BY:	CONST. REVIEW:	DESIGN APPROVED:



EXHIBIT “ \_\_\_ ”

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

DESCRIPTION FOR A 0.0334 OF ONE ACRE  
ELECTRIC EASEMENT

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

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

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

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

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

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

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

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

0.0334 Acre EE (Parcel E27)

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

Bearing Basis Note

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

SURVEYED BY:

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

3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



A handwritten signature in blue ink, appearing to read "Chris Conrad".

09/05/2023

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\CMTA~22-103~McKalla TO #10\Description\McKalla E27\_EE

Issued 09/05/2023

AUSTIN GRID K-32  
TCAD# 0251100101

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

LEGEND

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

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



SCALE 1" = 100'

NOTES:

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

BEARING BASIS:

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

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

*Chris Conrad*



09/05/2023

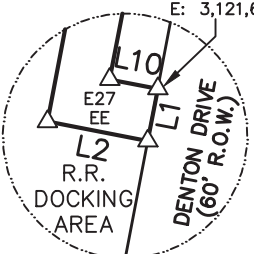
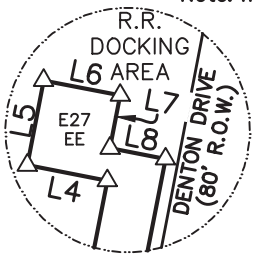
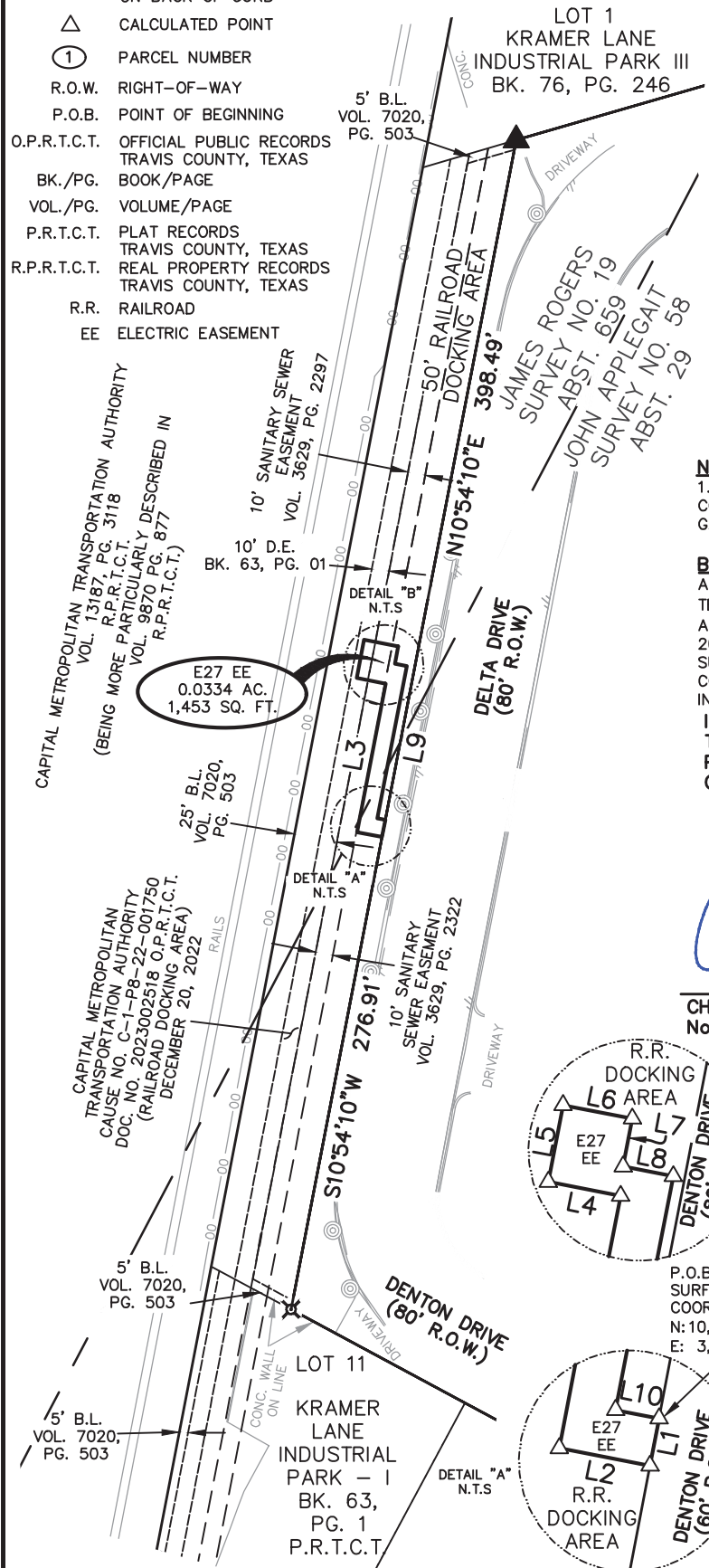
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
Note: There is a description to accompany this plat.

TCAD# 0251100101

ISSUED: 09/05/2023

**McGRAY & McGRAY**  
LAND SURVEYORS, INC.  
3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #10095500

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



CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
VOL. 13187, PG. 3118  
(BEING MORE PARTICULARLY DESCRIBED IN  
VOL. 9870 PG. 877  
R.P.R.T.C.T.)

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
CAUSE NO. C-1-P8-22-001750  
DOC. NO. 2023002518 O.P.R.T.C.T.  
(RAILROAD DOCKING AREA)  
DECEMBER 20, 2022

5' B.L. VOL. 7020, PG. 503



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

Board of Directors

Item #: AI-2023-962

Agenda Date: 9/25/2023

**SUBJECT:**

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

**FISCAL IMPACT:**

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

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

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

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Real Estate

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-962**

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

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Board of Directors

Item #: AI-2023-963

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

Funding for this action is available in the FY2023 Capital Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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



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

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

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

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

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

BuyBoard awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act.

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

Core Office Interiors not to exceed BuyBoard pricing:

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

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Facilities Management

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-963**

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

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

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

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**Date:** \_\_\_\_\_

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Board of Directors

Item #: AI-2023-952

Agenda Date: 9/25/2023

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**SUBJECT:**

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

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Operating Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

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

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

EXECUTIVE SUMMARY:

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

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

**Overview**

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

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

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

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

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

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

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

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

The Contractor agrees to use all reasonable efforts to accomplish:

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

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

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

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

### Process Overview

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

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

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

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

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

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

### Recommended Firm

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

- Experienced Management Team

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

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

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

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

### Price Analysis

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

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

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

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

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

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

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

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-952**

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

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

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

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



CapMetro

# Contracted Bus Operations and Maintenance Services

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2023

# Overview

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

# Role of CapMetro and Service Provider



## CapMetro Responsibilities

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

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

## Service Provider Responsibilities

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

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

# Bargaining and Other Contractor Employees

## Current Bargaining Employees – 1,212

Bus Operators: 900  
Road Supervisors: 21  
Run Dispatcher: 13  
Vehicle Maintenance: 247  
Building Maintenance: 30  
Trainer: 1

## Operations, Safety and General Management - 36

GM/VP 1  
Ops Mgr/AGM 2  
Safety Manager 1  
Safety 6  
Maintenance Manager 2  
Human Resources 8  
Labor Relations 4  
Payroll/Finance 7  
Technology/Data Specialists 3  
Administrative Staff 2

# Procurement Process Overview

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

## Condensed timeline

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

## 3 Proposals Received

- Keolis

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

- MTM

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

- MV

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

KEOLIS

 MTM<sup>®</sup>  
Transit



# Evaluation Factors

1

Management Competence and Staffing Plan

2

Quality of Service Delivery, Safety and Performance Monitoring

3

Capability, Experience and Past Performance of the Firm

4

Quality of Mobilization Plan

# Final Score Sheet

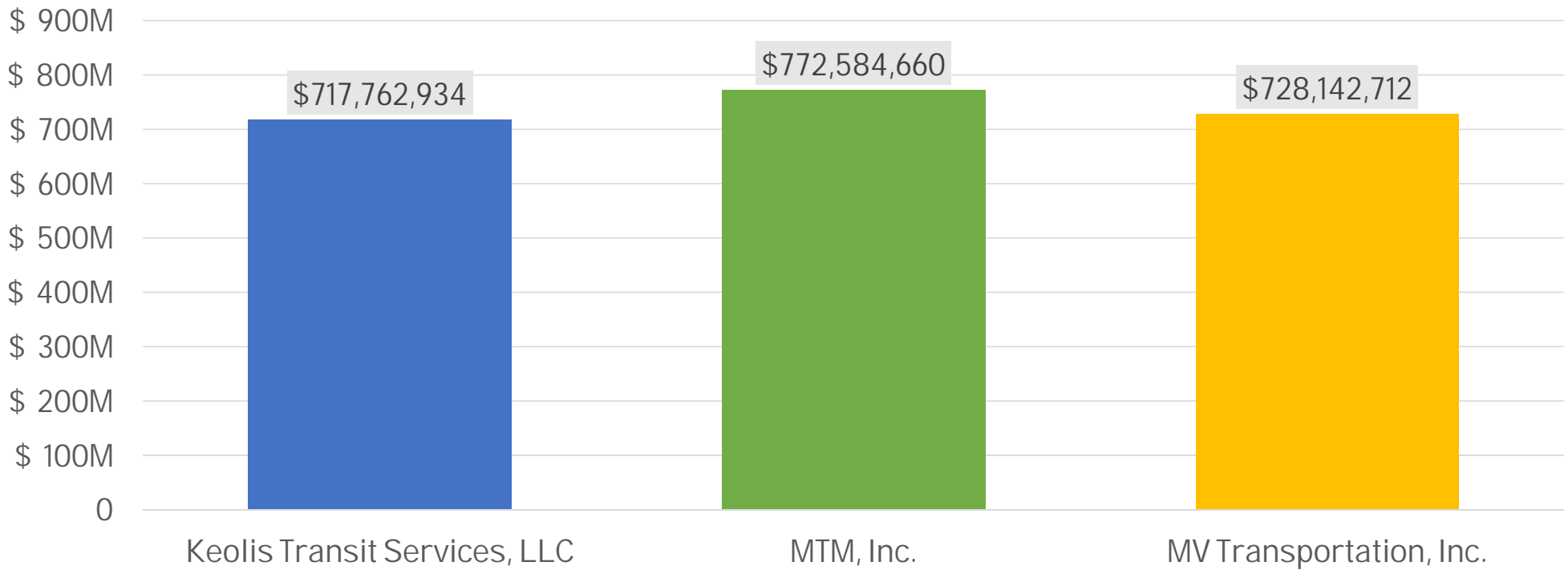
OFFEROR	Overall
Keolis Transit Services, LLC	A
MTM Transit, LLC	M
MV Transportation, Inc.	M

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



# Final Pricing

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



## Recommended Firm – Keolis

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

## Recommended Firm – Keolis

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

**CapMetro**

Thank you

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# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2023-973

**Agenda Date:** 9/25/2023

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Memo: Selection Process for the Contracted Bus Operations and Maintenance Services contract (September 15, 2023)

To: CapMetro Board of Directors  
From: Terry Follmer, VP of Internal Audit  
CC: Dottie Watkins, President & CEO  
Date: September 13, 2023  
Re: Internal Audit Department's observations of the vendor selection process for Contracted Bus Operations and Maintenance Services (RFP 802071)

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Over the last 6 months I have been participating as an independent observer of the vendor selection process related to the proposed Contracted Bus Operations and Maintenance Services (CBOM) contract. The Procurement Department proactively reached out to me last year requesting my participation and feedback on the procurement process. During the vendor solicitation and selection process, I have been invited to all of the key meetings including the oral interviews of the vendors to discuss their proposals and the separate meetings to discuss the evaluation members individual technical and pricing ratings. The purpose of this memo is to summarize my observations related to the vendor selection process.

My goal as an independent observer of the CBOM vendor selection process was to ensure that a fair and equitable vendor selection process plan was established and executed in compliance with CapMetro policies. The VP of Procurement and I had multiple conversations on this topic before the Request for Proposal (RFP) was issued on 5/15/2023 and throughout the lifecycle leading up to the 9/5/2023 award decision. I have concluded that the process was planned and executed with the following qualities: thorough and complete vendor solicitation and evaluation process; fair and equitable treatment of both the vendors and CapMetro evaluation team members; all parties to this process were given ample time to ask questions and respond; and the support from the outside consultants was invaluable and provided another layer of value added analysis and quality control. Throughout this process I was allowed access to all records and meetings, and my questions were appropriately addressed.

Based upon my review and observations, I do not have any concerns related to the vendor selection process and I concur with Capital Metro's evaluation team's unanimous recommendation to award the contract to Keolis. In my opinion, I agree with the evaluation teams recommendation that the Keolis proposal represents the best value to the agency. Please let me know if you have any questions or if there are additional actions you would like for me to take related to this matter.

Sincerely,

Terry Follmer, VP of Internal Audit

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Board of Directors

Item #: AI-2023-945

Agenda Date: 9/25/2023

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**SUBJECT:**

Approval of the Fiscal Year 2024 Operating and Capital Budget and Five-Year Capital Improvement Plan

**FISCAL IMPACT:**

Adoption of the proposed Fiscal Year (FY) 2024 budget will provide an appropriation of \$871,033,690 in FY2024 for operating and capital expenses that are supported by projected revenue and other funding sources.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The proposed FY2024 budget includes funding to maintain CapMetro’s current services while also adding new innovative mobility initiatives, customer service enhancements and building infrastructure needed to support the region’s current and future growth. The five-year capital improvement plan identifies projects that support the achievement of CapMetro’s strategic goals, ensures regulatory compliance and maintains assets in a state of good repair.

**BUSINESS CASE:** CapMetro has prepared a structurally balanced budget that provides the funding needed to continue delivering high-quality and efficient transportation services.

**COMMITTEE RECOMMENDATION:** This item was presented for recommendation by the Finance, Audit and Administration Committee on September 13, 2023.

**EXECUTIVE SUMMARY:** The proposed FY2024 budget is structurally sound and balanced. Ongoing revenue is sufficient to fund operations and will also help provide funding for needed capital investments, including replacement of transit assets nearing the end or at the end of life cycles.

The FY2024 budget is drafted with the intent to remain efficient and fiscally responsible. This budget enables CapMetro to continue improving our operations and service levels, while also delivering crucial projects and commitments to Project Connect and our 5-year capital improvements plan.

CapMetro proposes to spend \$427.5 million for operating expenses, \$12.0 million for commitments under interlocal agreements with local government entities for mobility programs and \$20.6 million to contribute to the Austin Transit Partnership for the Project Connect System Plan in FY2024.

Capital Metro prepared a five-year Capital Improvement Plan (CIP) for capital projects that support its strategic goals. The CIP is updated annually and addresses replacement or state of good repair, regulatory compliance and expansionary requirements for public transportation service in Central Texas. CapMetro plans to invest \$411.0 million in capital projects during FY2024.

Significant projects and acquisitions in the proposed FY2024 Budget, including state of good repair, regulatory compliance and new investments, are highlighted as follows:

- Continuing replacement of vehicles with battery electric powered buses on the streets of Central Texas, helping us achieve our goal to create sustainable and equitable options for the entire community.
- Construction work will continue on the two new MetroRapid lines serving East Austin, Expo Center and Pleasant Valley, preparing for their initial service in 2025.
- Roll out new fare programs that ensure an equitable structure for our entire community and prepare the agency and our community for the transformative Project Connect program that is coming our way.
- In addition to the highlights above, we will be completing construction on the McKalla Station at Q2 Stadium, focusing on establishing our new headquarters at 3100 East 5<sup>th</sup> Street, progressing on creating a Transit Police department, and much more.

The proposed budget reflects the prudent use of projected revenue to provide funding for capital investments needed to maintain CapMetro's transit assets in a state of good repair or to support enhanced services. The proposed, structurally balanced FY2024 budget totals \$871.0 million and is comprised of the following funding and expense categories:



## Budget Summary

<b>Funding</b>	<b>FY2024</b>
Sales Tax	\$396,736,814
Passenger Revenue	18,591,722
Freight Railroad Revenue	6,701,074
Miscellaneous Revenue	6,835,899
Operating Contributions and Grants	91,140,574
Capital Grants - Federal	74,330,752
Capital Grants - State	3,067,594
Other Capital Contributions	133,266,713
Fund Balance	140,362,548
<b>Total Funding</b>	<b>\$871,033,690</b>
<b>Expenses</b>	<b>FY2024</b>
Operating Expenses	\$427,453,204
Capital Project Expense	410,950,712
Austin Transit Partnership Contribution	20,600,000
Interlocal Agreements	12,029,774
<b>Total Expenses</b>	<b>\$871,033,690</b>

The proposed budget reflects fund balance projections of \$285.4 million by the end of FY2024 as outlined in the table that follows. Of this amount, CapMetro is estimating to set aside \$71.2 million in reserves for two months of operating expenses, which meets the level set forth by the Texas Legislature, \$35.6 million for the budget stabilization reserve, \$10.0 million for the Sustainability Capital Fund, \$3.7 million for city of Austin mobility programs, \$2.3 million for the Small Cities Transit Supportive Infrastructure Fund, \$1.7 million for a self-insurance reserve and \$160.8 million for future funding of the 5-year capital improvement plan as we look forward to future needs in the region.

**FY2024 Estimated Ending Fund Balance:**

**Projected Beginning Balance** **\$425,758,839**

**FY2024 Projected Activity:**

+ Revenue 730,671,142  
 - Operating Expenses 427,453,204  
 - Interlocal Agreements 12,029,774  
 - Contribution to Austin Transit Partnership 20,600,000  
 - Capital Projects 410,950,712

**= Projected Ending Balance** **\$285,396,291**

**Breakdown of Ending Balance:**

Statutory Operating Reserve Requirement 71,242,201  
 Budget Stabilization Reserve 35,621,100  
 Sustainability Capital Fund 10,000,000  
 Small Cities Transit Supportive Infrastructure Fund 2,262,998  
 City of Austin Mobility Programs 3,734,990  
 Self-Insurance Reserve 1,716,327  
 Funding for 5-Year Capital Improvement Plan 160,818,675

**= Projected Ending Balance** **\$285,396,291**

Senate Bill 650 requires CapMetro to prepare a five-year capital improvement plan, which is included in Appendix A of the budget document. This section provides additional information about each project category, including project descriptions, funding sources, project benefits and strategic objectives. The plan is updated annually and addresses replacement and expansion requirements for the delivery of public transportation services. The proposed FY2024 capital budget and capital improvement plan are outlined in the table that follows, summarized by project type and followed by projected funding sources.

Capital Project Type	FY2024	FY2025	FY2026	FY2027	FY2028	Total
Bus and Paratransit	\$ 68,408,000	\$ 6,650,000	\$ 107,421,788	\$ 49,136,229	\$ 31,589,800	\$ 263,205,827
Commuter Rail	5,750,000	1,700,000	1,850,000	1,700,000	1,000,000	12,000,000
Facilities	82,229,136	69,828,385	80,503,557	29,957,588	5,320,000	267,838,666
Freight Railroad	45,000	45,000	45,000	45,000	45,000	225,000
Information Technology	15,315,641	15,332,307	14,674,177	10,756,579	5,619,715	64,688,520
Other	25,676,553	3,787,500	5,575,000	4,434,835	4,241,680	43,725,568
Project Connect	183,870,889	58,760,718	66,647,953	94,027,977	63,850,000	474,777,617
Property and Asset Mgmt	29,665,413	16,887,200	975,000	986,525	1,744,503	50,258,641
<b>Total Capital Projects</b>	<b>410,950,712</b>	<b>170,511,120</b>	<b>297,693,552</b>	<b>191,014,114</b>	<b>106,900,869</b>	<b>1,177,070,367</b>
<b>Funding Sources</b>						
Grants/Contributions	110,665,058	72,815,618	105,873,173	115,268,397	66,727,440	571,349,787
Local Funding	200,285,653	97,695,502	191,820,279	74,745,717	40,173,429	604,720,580
<b>Total Funding Sources</b>	<b>\$ 410,950,712</b>	<b>\$ 170,511,120</b>	<b>\$ 297,693,552</b>	<b>\$ 191,014,114</b>	<b>\$ 106,900,869</b>	<b>\$ 1,177,070,367</b>

Over recent months, CapMetro provided information regarding the budget process and the proposed FY2024 budget in a variety of formats for the public and sought feedback using online engagement tools, as well as methods like public open houses and virtual webinars. These outreach efforts included the following:

**Presentations to the Board of Directors and its Committees**

May 10, 2023, Finance, Audit and Administration Committee  
May 10, 2023, Operations, Planning and Safety Committee  
June 14, 2023, Finance, Audit and Administration Committee  
June 14, 2023, Operations, Planning and Safety Committee  
July 24, 2023, Board of Directors  
August 14, 2023, Finance, Audit and Administration Committee  
September 13, 2023, Finance, Audit and Administration Committee  
September 25, 2023, Board of Directors

**Board and Committee Meetings** on Microsoft Teams virtual meetings and available to the public and at Rosa Parks Board Room, 2910 East 5<sup>th</sup> Street, Austin, TX 78702.  
Served by routes 4, 300.

**Presentations to Access Advisory Committee**

June 7, 2023, 5:30 - 7:00 PM  
August 2, 2023, 5:30 - 7:00 PM  
Microsoft Teams virtual meetings and available to the public.

**Presentations to Customer Satisfaction Advisory Committee**

June 14, 2023, 6:00 - 7:30 PM  
August 9, 2023, 6:00 - 7:30 PM  
Microsoft Teams virtual meetings and available to the public.

**Presentations to Public Safety Advisory Committee**

June 23, 2023, 11:30 AM - 1:00 PM  
August 25, 2023, 11:30 AM - 1:00 PM  
Microsoft Teams virtual meetings and available to the public.

**Proposed FY2024 Budget Document Available and Posted Online**

August 18, 2023

**Public Open Houses**

Information was made available to the public regarding the proposed FY2024 budget and five-year capital improvement plan.

August 21, 2023, 7:00 AM - 8:30 AM  
Lakeline Station Park & Ride  
Served by routes 214, 383, 985, MetroRail.

August 22, 2023, 7:00 AM - 8:30 AM  
Westgate Transit Center  
Served by routes 30, 300, 311, 315, 318, 803.

August 23, 2023, 12:00 PM - 1:30 PM  
Norwood Walmart

Served by routes 10, 323, 325, 339.

August 24, 2023, 12:00 PM - 1:30 PM

Republic Square Park

Served by downtown routes.

**Online Webinar**

Information made available to the public regarding the proposed FY2024 budget and five-year capital improvement plan.

YouTube virtual webinar available to the public, Spanish-translated, recorded and posted on YouTube, Facebook and Twitter.

**Public Hearing on Proposed FY2024 Budget**

September 13, 2023, 12:00 PM

Rosa Parks Board Room, 2910 East 5th Street, Austin, TX 78702

Served by routes 4, 300.

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

September 25, 2023, 12:00 PM

Rosa Parks Board Room, 2910 East 5th Street, Austin, TX 78702

Served by routes 4, 300.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-945**

WHEREAS, pursuant to Section 451.102 of Chapter 451 of the Texas Transportation Code, the budget for Fiscal Year 2024 was made available to the public on August 27, 2023, and a budget public hearing was held on September 13, 2023; and

WHEREAS, pursuant to Section 451.132(c), the Board of Directors has reevaluated the five-year capital improvement plan.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Fiscal Year 2024 budget in the amount of \$871,033,690 is adopted.

BE IT FURTHER RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the five-year Capital Improvement Plan for capital projects is amended.

BE IT FURTHER RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors hereby requires the President & CEO to report at least quarterly on the operating expenses and capital project expenses of each major department in a financial report.

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**Date:** \_\_\_\_\_

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Board of Directors

Item #: AI-2023-899

Agenda Date: 9/25/2023

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**SUBJECT:**

Approval of a resolution adopting revised bylaws for the Project Connect Community Advisory Committee (CAC) and authorizing the President & CEO, or her designee, to finalize and execute an amendment to the Joint Partnership Agreement between the City of Austin, CapMetro and the Austin Transit Partnership.

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

1. Customer       2. Community  
 3. Workforce       4. Organizational Effectiveness

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The Project Connect Community Advisory Committee supports the advancement of the Project Connect program by engaging the community and providing recommendations to staff.

**BUSINESS CASE:** The CAC Bylaws must be approved by the CapMetro Board, Austin Transit Partnership Board, and Austin City Council. The Joint Partnership Agreement was adopted by all three bodies, and can be amended by approval of all three bodies.

**COMMITTEE RECOMMENDATION:** This item was recommended by the Project Connect CAC on September 14, the Austin Transit Partnership Board on September 20 and the Austin City Council on September 21. This item will be presented to the full CapMetro Board on September 25, 2023.

EXECUTIVE SUMMARY: The Project Connect Community Advisory Committee (CAC) was initially appointed in January 2021 to support implementation of the Project Connect program. Over the past three years, the CAC has been meeting at least monthly to guide the City of Austin, CapMetro, and ATP on the transit investment.

Bylaws changes are necessary to increase transparency by consolidating all CAC structural elements into one document (currently spread across the CAC Bylaws and the Joint Partnership Agreement), clarify logistics and support for the work of the CAC, and increase community access to the CAC by clarifying membership, appointment and reappointment processes, and more.

The Bylaws changes are proposed by staff from the City, CapMetro and ATP, and have been guided by input from the CAC and members of the CapMetro and ATP Boards and City Council. The JPA amendment removes reference to membership and appointment of CAC Members in to consolidate this information within the Bylaws.

The proposed Bylaws are included in attached Exhibit A. A draft JPA amendment to facilitate these Bylaws is included in Exhibit B. Also included is a memo from staff to the CAC which includes an edit log that lists the specific changes.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Executive

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2023-899**

WHEREAS, the Project Connect Community Advisory Committee was created to guide implementation of Project Connect; and

WHEREAS, CapMetro, the City of Austin and Austin Transit Partnership (ATP) benefit from partnership and collaboration with the Project Connect Community Advisory Committee; and

WHEREAS, the Project Connect Community Advisory Committee Bylaws and the Joint Partnership Agreement between the City, CapMetro, and ATP must be amended to enhance the work of the CAC, ensure broader community access to the CAC and clarify staff roles in relation to supporting the CAC.

NOW, THEREFORE, BE IT RESOLVED the Capital Metro Board approves the Project Connect Community Advisory Committee Bylaws as written in Exhibit A and authorizes the President & CEO, or her designee, to finalize and execute an amendment to the Joint Partnership Agreement between CapMetro, the City of Austin, and Austin Transit Partnership, as drafted in Exhibit B.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



Project Connect Community Advisory Committee Bylaws

*As proposed – September 2023*

## **SECTION 1. NAME.**

The name of the Advisory Committee is Project Connect Community Advisory Committee.

## **SECTION 2. PURPOSE AND DUTIES.**

The purpose of the Project Connect Community Advisory Committee, referred to hereinafter as CAC, is to assist the Austin City Council (City Council), Capital Metropolitan Transportation Authority (CapMetro) Board, and Austin Transit Partnership (ATP) Board in engaging the community and advising on anti-displacement and equity matters related to Project Connect, in its entirety, as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement.

The recommendations made by the CAC related to displacement mitigation measures or equity issues that impact historically underserved populations must be considered at a public meeting of the ATP Board, City Council, or the CapMetro Board, as appropriate, in accordance with the recommendations made.

As provided in the City Contract with the Voters (Res. No. 20200812-015), the City shall “create with the community, neighborhood-level prevention and mitigation strategies” and shall make “recommendations for funding proposals and implementation of identified strategies.” Further, ATP shall provide funding and “enter into interlocal agreements and/or grant agreements with the City to timely develop and implement anti-displacement strategies.” The CAC will provide support in the creation and implementation of these strategies.

As provided in the Joint Powers Agreement, the CAC shall also review Project Connect business impact mitigation strategies and public involvement plans prior to their approval.

## **SECTION 3. MEMBERSHIP.**

### **3.1 Membership Composition**

The CAC is composed of eleven members. Members are appointed by approval of the CapMetro Board, ATP Board, and Austin City Council, utilizing a Nominating Committee process outlined in Section 3.5. Members should have lived experience and/or expertise that contributes to the purpose of the CAC.

Additionally, the CAC may have up to two non-voting ex-officio members. If CAC determines ex-officio(s) are necessary, the ex-officio(s) will be appointed by the sitting members of the CAC.

### **3.2 Eligibility**

All CAC Members must meet the following requirements:

- a) Be residents of either the City of Austin or CapMetro’s Service Area;
- b) Not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8.
- c) Not be an employee of the City of Austin, CapMetro, or ATP;

- d) Not have a contract for real property, goods, or services with the City of Austin, CapMetro or ATP, or be employed by such a contractor; and,
- e) Shall abide by the ATP Ethics, Conflicts and Nondisclosure Policy, as amended.

CAC Members must continue to meet eligibility requirements throughout the duration of their term. It is each CAC Member's responsibility to notify the primary staff liaison at ATP (Staff Liaison) of any changes in their eligibility. The Staff Liaison role is defined below in section 5.1.

### **3.3 Term of Membership**

CAC Members serve for a term of four years and remain appointed members after their four-year term has expired until the earlier of: 1) their replacement is appointed; 2) the CAC Member indicates in writing to the Chair that they do not want to remain appointed; 3) the CAC Member is reappointed to a new term; 4) 180 days have passed; or 5) the CAC Member becomes ineligible. CAC Members are limited to two terms or eight total years following initial adoption of these amended bylaws on the CAC unless they receive a two-year term under Section 3.4 or are completing a vacated term under Section 3.7, in which case they shall be limited to three terms.

### **3.4 Staggered Terms**

Upon initial adoption of these amended bylaws, in January 2024 all CAC Members shall draw for two-year and four-year initial terms. Subsequent terms of these members shall be four years.

### **3.5 Appointment Process**

A nominating committee shall be formed to review applications and make recommendations regarding appointments of CAC members.

The Nominating Committee shall include the Chair of the City's Mobility Committee, the Chair of the CapMetro Operations, Planning and Safety Committee, the Community Expert Director for Community Planning who sits on the ATP Board, and one member of the CAC to be identified by the Chair. If unable to participate in the Nominating Committee, the roles outlined above may identify a designee from their respective body to serve as their delegate for the entirety of the Nominating Committee process.

ATP, the City, and CapMetro shall make available online all opportunities for members of the public to become CAC Members, and shall promote and make widely accessible any application to join the CAC.

The application must include the following: the applicant's name, ZIP code, and questions that address how frequently an applicant uses transit to commute and applicant demographics such as age, gender, race, housing status and income. The application must also include question(s) that allow the applicant to speak to how their personal, professional, or lived experience has contributed to meeting the needs of people experiencing homelessness, mobility justice, the advancement of criminal justice reform, housing and land-use policy, workforce/labor policy, and increasing economic and other opportunities for underserved transit users. Staff shall ensure applicants are aware their application may be subject to public information requests.

The Staff Liaison shall provide received applications to the Nominating Committee and, in coordination with each agency's staff, shall support the Nominating Committee's review of the applications.

If CAC determines ex-officio(s) are necessary, the ex-officio(s) will be appointed by the sitting members of the CAC.

### **3.6 Reappointments**

A CAC Member is eligible for reappointment at the end of their first term. If a CAC Member is seeking reappointment, they must complete the CAC Member Reappointment Form at least sixty (60) days before the expiration of their term and turn it into the Staff Liaison. The application will be reviewed by the Staff Liaison for completeness, and submitted to the Nominating Committee for consideration. The Nominating Committee shall review the application and make a recommendation to the ATP Board, Austin City Council, and CapMetro Board regarding reappointment.

### **3.7 Filling of Vacancies**

In the event of a mid-term vacancy, the CAC Chair will designate a working group to review applications from the most recent application and appointment process and make a recommendation to the full CAC. At a CAC meeting, the CAC will vote to approve the recommendation of a person to serve out the remainder of the outgoing member's term. The CAC's recommendation will be considered for approval by the City Council, the CapMetro Board and ATP Board. At the end of the term, the individual will have an opportunity to reapply through the appointment process outlined in Section 3.5 to serve on the CAC for up to two full terms.

To fill a vacancy that occurs at the completion of a full term, the application process as outlined in Section 3.5 shall be followed.

### **3.8 Removal of Members**

All CAC Members play an important role in Project Connect. It is important that by accepting a role on the CAC, each individual actively participates and contributes to the CAC. The following constitute grounds for removal:

- a) Being absent from three consecutive CAC meetings or missing a quarter of CAC meetings annually without explanation acceptable to the CAC Chair. The primary Staff Liaison shall contact the absent Committee Member to ascertain reasons for the absence and provide that information to the CAC Chair to determine whether removal is necessary. If the CAC Chair determines attendance standards have been violated, then the Staff Liaison will inform the Committee Member.
- b) Failure to abide by the ATP Ethics, Conflicts and Nondisclosure Policy, as amended. A person may report a concern regarding adherence to the ATP Ethics, Conflicts and Nondisclosure policy to the Chair or Staff Liaison for review. If determined that a violation has occurred, the Staff Liaison shall inform the Committee Member that they are removed from the CAC.
- c) Failure of a CAC Member to maintain their eligibility as defined in Section 3.2 above throughout the duration of their term constitutes grounds for removal.

Upon removal of a CAC Member, staff shall initiate the appropriate appointment process as outlined above.

### **3.9 Resignation**

A CAC member who seeks to resign from the CAC shall submit a written resignation to the CAC Chair and the primary Staff Liaison. If possible, the resignation should allow for a 60-day notice so a replacement may be identified.

Upon notification of a resignation, staff shall initiate the appropriate appointment process as outlined above.

### **3.10 Official Actions**

An individual CAC member may not act in an official capacity except through the action of the CAC.

## **SECTION 4. OFFICERS**

The officers of the CAC shall consist of a Chair, Vice Chair, and Secretary.

### **4.1 Duties of Officers**

The Chair shall preside at CAC meetings and represent CAC at ceremonial functions.

The Chair and Vice Chair will appoint all committees and approve each final meeting agenda.

In the absence of the Chair, the Vice Chair shall perform all duties of the Chair. In the absence of the Chair and Vice-Chair, the Secretary shall perform all duties of the Chair.

The Secretary shall ensure that the integrity of the minutes are kept. The Secretary shall monitor the timely completion of CAC meeting summaries.

The Secretary shall take note of CAC Members' meeting attendance and shall provide this information to the Chair.

### **4.2 Election of Officers**

Officers shall be elected annually during the first meeting of the calendar year by a majority vote of CAC. In the event a current officer becomes ineligible to serve as an officer, CAC may hold an emergency election as needed.

The term of office shall be one year. An officer may continue to serve until a successor is elected. A person may not serve as an officer in a designated position of CAC for more than four consecutive one-year terms. A person who has served as an officer in a designated position of CAC for four consecutive terms is not eligible for re-election to that designated office until the expiration of two years after the last date of the person's service in that office. CAC, at its discretion, may override the term limit provision for an officer by an affirmative vote of two-thirds of the authorized CAC Members.

A CAC Member may not hold more than one office at a time.

## **SECTION 5. STAFF LIAISON**

### **5.1 General**

The primary Staff Liaison for the CAC shall be staff member from ATP. The primary Staff Liaison shall be supported by staff from the City's Project Connect Office, the City's Housing Department, and CapMetro

as necessary to ensure efficiency and effectiveness of the CAC in their purpose, and based on the CAC's monthly agenda. This includes coordination of appointment, reappointment, and removal of members as needed.

The Staff Liaison shall support the CAC and CapMetro, ATP, and the City in processes to maintain the CAC's membership, including appointments, filling of vacancies, etc.

The Staff Liaison shall coordinate logistics and support for each CAC meeting, including necessary accessibility and childcare accommodations, language access accommodations, coordination of physical meeting space and technology needs, etc.

## **5.2 Maintaining of Records**

The Staff Liaison shall submit the meeting agenda through the online agenda posting system for each meeting not less than 72 hours before the meeting.

The Staff Liaison shall prepare the minutes from each meeting. The minutes of each CAC meeting must include the vote of each CAC Member on each action item before CAC and indicate whether a CAC Member is absent or failed to vote on an item.

The Staff Liaison shall participate and coordinate in developing the CAC monthly agenda, alongside the CAC officers. The Liaison shall coordinate partner-agency agenda items with the appropriate parties.

CAC records are subject to disclosure under Texas Government Code Chapter 552 (Texas Public Information Act).

## **SECTION 6. MEETINGS**

### **6.1 General**

CAC meetings and posting of agendas shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

CAC meetings shall be governed by Robert's Rules of Order, or some other parliamentary procedure adopted by the CAC.

CAC shall allow members of the community to provide public comment during a period of time set aside for public comment. The Chair may limit a speaker to three minutes.

Each person and CAC member attending a meeting should observe decorum pursuant to Section 2-1-48 of the City Code.

The Chair shall adjourn a CAC meeting not later than 10 p.m. unless CAC votes to continue the meeting.

CAC meetings shall be recorded and held in locations publicly accessible via in-person and/or virtual participation, as determined by the CAC.

### **6.2 Quorum**

A majority of CAC Members constitutes a quorum.

If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.

### **6.3 Meeting Schedule**

CAC shall meet monthly or when it is required to meet in order to comply with a legal deadline or critical project or program milestone. In November of each year, CAC shall adopt a schedule of the meetings for the upcoming year, including makeup meeting dates for the holidays and canceled meetings.

The Chair may call a special meeting, and the Chair shall call a special meeting if requested by three or more members. The call shall state the purpose of the meeting. CAC may not call a meeting in addition to its regularly scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless the meeting is required to comply with a statutory deadline, or a deadline established by City Council, CapMetro, or ATP.

The meeting schedule shall be posted online.

### **6.4 Agendas**

Two or more CAC Members may place an item on the agenda by oral request at a meeting of the CAC or written request to the officers and Staff Liaison at least five days before the meeting. After first consulting with and receiving input from the Staff Liaison and appropriate agencies, the officer shall approve each final meeting agenda.

Agendas shall be posted online and physically posted in a public space at the ATP offices.

### **6.5 Actions of the CAC**

To be effective, CAC action must be adopted by an affirmative vote of the number of CAC Members necessary to provide a quorum.

The CAC Chair has the same voting privilege as any other CAC Member. Ex-officio member(s) do not have voting privileges.

### **6.6 CAC Participation at Non-Meeting Events**

Individual CAC Members may come together at non-meeting events such as public meetings, workshops, private events, etc. This gathering does not contribute towards a quorum so long as CAC business will not be discussed. Staff shall post instances of non-meeting events organized by staff where a quorum is likely to be present.

## **SECTION 7. WORKING GROUPS**

### **7.1 Working Groups**

A working group may be established at the discretion of the Chair. CAC Chair shall appoint CAC Members to the working group, with the members' consent.

CAC can determine the size of a working group but the number of CAC Members serving on the working group cannot equal or exceed a quorum of CAC.

A working group may designate a Chair, with the member's consent, but it is not required to do so.

Quorum requirements do not apply to working groups.

Staff support may be provided for working groups.

Working groups are not required to post their meetings in accordance with the Texas Government Code Chapter 551 (Texas Open Meetings Act).

#### **SECTION 8. PARLIAMENTARY AUTHORITY.**

The rules contained in the current edition of Robert's Rules of Order, or some other parliamentary rules adopted by CAC, shall govern CAC in all cases to which they are applicable, except when inconsistent with these bylaws or with special rules of procedure which CAC.

#### **SECTION 9. AMENDMENT OF BYLAWS.**

The CAC may initiate an amendment of these bylaws at any properly called meeting by CAC, with the approval by a super majority (two-thirds) of CAC members. Bylaws amendments are not effective unless approved by the City Council, ATP Board, and CapMetro Board. The staff liaison shall facilitate approval of bylaws amendments at all three governing bodies, and shall inform the CAC of when the bylaws have been fully adopted.

The CapMetro Board, City Council and ATP Board may initiate amendments to the CAC Bylaws, which shall require the adoption of the amended bylaws by the CAC upon approval of all three governing bodies. Prior to any vote on Bylaws changes initiated by the governing bodies, the primary Staff Liaison shall inform the CAC of proposed changes and provide CAC an opportunity to provide feedback on the draft; any feedback the CAC offers shall be provided to the governing bodies.

**Joint Powers Agreement Between  
Austin Transit Partnership and  
Capital Metropolitan Transportation Authority and the City of Austin**

This Joint Powers Agreement (“Agreement”) is entered into between Austin Transit Partnership (“ATP”), a joint local government corporation created under Ch. 431 of the Texas Transportation Code, the City of Austin, Texas (the “City”), a home-rule municipality incorporated by the State of Texas, and 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, each a “Party” and collectively referred to within this Agreement as the “Parties”.

**RECITALS**

The City Council and the Capital Metro Board recognized the benefits of a high-capacity transit system and determined that implementation of the Project Connect System Plan will create an integrated transit system that addresses transit needs for safer, faster, and more reliable transportation that will improve access to essential services, such as education, health care, food access, childcare, jobs, and open space especially in historically underserved and underrepresented communities, and which will manage congestion, create jobs, improve the environment, and better connect people in our community; and

The voters of the City of Austin also recognized the benefits of Project Connect by approving a ballot measure at the November 3, 2020 special election to provide dedicated funding to an independent board to oversee the implementation of the Project Connect System Plan, including investment in transit-supportive anti-displacement strategies; and

The Capital Metro Board voted to provide the balance of its Capital Expansion Fund in the Fiscal Year 2021 and to commit certain long-term contributions to the furtherance of Project Connect upon voter approval; and

The Federal Transit Administration oversees transit and transit-supportive grant programs, providing federal grants to transit projects based on the following criteria: land use, cost effectiveness, mobility improvements, congestion relief, environmental benefits, and economic development, and the programs within the Project Connect System Plan are eligible to seek such a grant; and

The City Council and Capital Metro Board created a joint local government corporation, named Austin Transit Partnership, to serve as the independent entity responsible for the implementation of the Project Connect System Plan, including the financing of acquisition, construction, equipping, and funding operations of the expanded system; and



The City and Capital Metro must take the necessary actions to fulfill the commitments contained in the City Contract with the Voters and the Capital Metro Funding and Community Commitment, which includes entering into a Joint Powers Agreement; and

The City and Capital Metro entered into an interlocal agreement, providing that the Parties will execute a Joint Powers Agreement delineating the roles and responsibilities of all three Parties among other commitments; and

The Parties have properly authorized their agreement in accordance with Interlocal Cooperation Act, Texas Government Code Chapter 791. Through this Agreement the Parties confirm their commitment to and support of Project Connect and agree to cooperate and coordinate in good faith to assist each other in satisfying their respective obligations under this Agreement and to facilitate the timely implementation of Project Connect.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is acknowledged, the Parties agree to the terms and conditions stated in this Agreement as follows:

## **SECTION 1. DEFINITIONS**

**1.1. Terms Defined.** In this Agreement, in addition to the terms defined in the preamble to this Agreement, in the above recitals, and elsewhere in this Agreement, the following terms will have these meanings:

- 1.1.1. “Agreement” means this agreement between ATP, the City, and Capital Metro, entered into together with all Attachments thereto.
- 1.1.2. “ATP” means the Austin Transit Partnership, sometimes referred to as the Joint LGC or Corporation. ATP is a local government corporation, incorporated on December 22, 2020, created in compliance with Subchapter D, Chapter 431, Texas Transportation Code (“Chapter 431”), Chapter 394, Texas Local Government Code. (“Chapter 394”), and Chapter 22, Business Organizations Code (“Chapter 22”).
- 1.1.3. “ATP Board” means the Austin Transit Partnership Board of Directors, as provided for in the Articles of Incorporation and Bylaws.
- 1.1.4. “Capital Metro Board” means the Board of Directors for the Capital Metropolitan Transportation Authority.
- 1.1.5. “City Council” means the City Council of the City of Austin, Texas.

- 1.1.6. “Executive Leadership” means the City of Austin City Manager, the Capital Metro President & CEO, and the ATP Executive Director.
- 1.1.7. “Federal Transit Administration (FTA)” means the operating administration of the U.S. Department of Transportation which oversees the Capital Investment Grant (CIG) Program and provides oversight and review of grant recipients and operators.
- 1.1.8. “Financial Model” means the September 2020 Project Connect Integrated Financial Model developed by PFM Financial Advisors, LLC which provides the cash flow model for the implementation of Project Connect.
- 1.1.9. “Fiscal Year” means that twelve-month time period between any October 1 and the next following September 30.
- 1.1.10. “Foundational Texts” means the documents that are 1) instrumental to the adoption of the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines as a component of Capital Metro’s long-term transit plan and the City of Austin’s Strategic Mobility Plan (the transportation element of the Imagine Austin Comprehensive Plan), 2) instrumental to the corporate formation and establishment of the Austin Transit Partnership, and 3) instrumental to voter approval of Proposition A at the November 3, 2020 tax rate election which dedicated a portion of the City’s property tax revenue to implementation of Project Connect. These documents include:
- 1.1.10.1. Resolutions related to the Project Connect System Plan and Locally Preferred Alternatives (LPAs): The June 10, 2020 concurrent resolutions adopting and supporting the Project Connect System Plan and Locally Preferred Alternatives for Orange, Blue, Gold, Green and MetroRapid Lines. (CMTA Res. No. AI-2020-1273, COA Res. No. 20200610-002).
- 1.1.10.2. Articles of Incorporation: The Articles of Incorporation jointly approved by City Council and the Capital Metro Board and filed with the Secretary of State.
- 1.1.10.3. Bylaws: The bylaws for organization and meetings of the ATP Board approved by the Capital Metro Board and City Council and adopted by ATP.

- 1.1.10.4. Community Commitment and Contract with Voters: The August 12, 2020 concurrent resolutions that provide the funding commitments of the City and Capital Metro and direction to ATP to achieve certain policy directives. (CMTA Res. No. AI-2020-1297, COA Res. No. 20200812-015, COA Ord. No. 20200812-009).
- 1.1.10.5. Creation of ATP Resolutions: The December 18, 2020 concurrent resolutions directing the creation of ATP and approving the Articles of Incorporation and Bylaws as required by TEX. TRANSP. CODE § 431.101(a). (CMTA Res. No. AI-2020-1399, COA Res. No. 20201218-002).
- 1.1.10.6. Election Order and Canvass: The election order (Ord. No. 20200812-009) providing for a City of Austin tax rate election held on November 3, 2020 allowing voters to approve Proposition A and canvass (COA Res. No. 20201117-001) certifying that Proposition A received a majority of votes and passed. The voter approved ballot language:  
“Approving the ad valorem tax rate of \$0.5335 per \$ 100 valuation in the City of Austin for the current year, a rate that is \$0.0875 higher per \$100 valuation than the voter-approval tax rate of the City of Austin, for the purpose of providing funds for a citywide traffic-easing rapid transit system known as Project Connect, to address traffic congestion, expand service for essential workers, reduce climate change emissions, decrease traffic fatalities, create jobs, and provide access to schools, health care, jobs and the airport; to include neighborhood supportive affordable housing investments along transit corridors and a fixed rail and bus rapid transit system, including associated road, sidewalk, bike, and street lighting improvements, park and ride hubs, on-demand neighborhood circulator shuttles, and improved access for seniors and persons with disabilities; to be operated by the Capital Metropolitan Transportation Authority, expending its funds to build, operate and maintain the fixed rail and bus rapid transit system; the additional revenue raised by the tax rate is to be dedicated by the City to an independent board to oversee and finance the acquisition, construction, equipping, and operations and maintenance of the rapid transit system by providing funds for loans and grants to develop or expand transportation within the City, and to finance the transit-supportive anti-displacement strategies

related to Project Connect. Last year, the ad valorem tax rate in the City of Austin was \$0.4431 per \$100 valuation.”

1.1.10.7. Interlocal Cooperation Agreement, as Amended, for the Creation of a Local Government Corporation (“Initial Agreement”): The August 7, 2020 approved interlocal agreement between the City and Capital Metro which primarily provides that upon a successful election, 1) a joint local government corporation will be created and a board appointed, 2) the City and Capital Metro will provide the committed funds and support Project Connect until this joint powers agreement is finalized, 3) formally create and appoint members to a Community Advisory Committee.

1.1.11. “Investment Map and Associated Implementation Sequence Plan” means the approved map of infrastructure components of Project Connect and sequence plan in which they will be designed, constructed and made operational, as may be amended by the City Council and Capital Metro Board. The Investment Map and Associated Implementation Sequence Plan are provided hereto as Attachment A.

## **SECTION 2. GENERAL TERMS**

**2.1. Overall Objectives.** In accordance with Creation of ATP Resolutions, the objective is for ATP to “aid and act on behalf of the City and Capital Metro to accomplish a governmental purpose by implementing the Project Connect System Plan”. The Articles of Incorporation provide the purpose and objective of ATP:

“The Corporation is to be the principal entity responsible for financing, designing, building, implementing, and contracting with Capital Metro to operate and maintain assets funded by the Joint LGC in a manner independent of the City and Capital Metro. The implementation of Project Connect is comprised of the financing, design, engineering, and construction of a fixed rail and bus transit system, including customer technology, park & ride hubs, on-demand neighborhood circulators, and associated improvements to roadways, bikeways, sidewalks and street lighting. Project Connect also comprises transit-supportive anti-displacement strategies for the purpose of preventing displacement and encouraging transit-oriented affordable housing along Project Connect transit corridors. The Corporation shall implement Project Connect in accordance with the Initial Investment Map and associated Implementation Sequence Plan, as modified from time to time jointly by Capital Metro and the City.”

**2.2. Purpose and Scope.** The purpose of this Agreement is to set forth the roles and responsibilities of all three Parties in a manner that further details ATP as the principal

entity responsible for implementing Project Connect in a manner independent of the City and Capital Metro. The scope of this Agreement is in accordance with the Foundational Texts.

**2.3. Agreement Term.** The term of this Agreement shall commence on October 29, 2021, and will terminate upon mutual consent of the Parties; provided, however, that the confidentiality provisions in the Agreement shall survive termination of this Agreement.

**2.4. Entire Agreement.** All oral agreements between the Parties to this Agreement relating to ATP that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement. In accordance with the Foundational Texts, this Agreement, along with the following attachments, which are hereby incorporated, constitute the entire Joint Powers Agreement between the Parties:

**Attachment A:** The Investment Map and Associated Implementation Sequence Plan.

**Attachment B:** List of existing supplemental agreements between the Parties, as amended.

**Attachment C:** The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

**Attachment D:** ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

**2.5. Agreement Communications.** The Parties agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Agreement must initially be presented by and through the Executive Director of ATP, President & CEO of Capital Metro and the City Manager for the City or their designees.

**2.6. Amendments.** Any Party may propose an Amendment to this Agreement. Requests for alterations, additions or deletions of the terms of this Agreement will be submitted to the Executive Director of ATP for consideration and possible action by the ATP Board, President & CEO of Capital Metro for consideration and possible action by the Capital Metro Board, and to the City Manager for consideration and possible action by City Council. An Amendment to this Agreement is effective upon execution, or as otherwise mutually agreed, of a written agreement by all Parties.

**2.7. Supplemental Agreements.** The Parties also recognize that, in addition to this Agreement, the implementation of Project Connect will require the Parties to subsequently address a

variety of matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate ATP, City and Capital Metro staffs, and, when necessary, approved by the governing bodies of the Parties. These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues related to policy, planning, property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. The existing supplemental agreements between the Parties are listed in Attachment B, and Executive Leadership shall ensure that staff maintains a publicly accessible list and records of such agreements and actions that relate to Project Connect.

Before final approval by the governing bodies of the parties, all proposed language, except de minimis language, in supplemental agreements related to equity and anti-displacement must be submitted to the CAC with sufficient time for the CAC to review and comment, absent emergency circumstances. The proposed language must also be made public for feedback by the community at large by following, as applicable, the Boards' public input processes and in accordance with the Community Engagement and Inclusion Commitments outlined in Section 3.2.

- 2.8. Findings.** Each of the Parties find that entering into this Agreement for the purposes in this Agreement is for the benefit of the residents of the City.

## **SECTION 3 COMMITMENTS OF THE PARTIES**

### **3.1 Joint Commitments**

The Parties agree to the following commitments and responsibilities:

- The Parties recognize that Project Connect will bring light rail transit to Austin and truly deliver a citywide transit system with expanded services including, but not limited to, bus, neighborhood circulators, and commuter rail. As such, the nature and scale of the design and linear construction of Project Connect will be the first of its kind within Austin and differs significantly from private development and transportation and public works projects that are familiar to the Parties. The Parties further acknowledge that Project Connect is funded by public tax revenues, and the Parties are responsible for being good stewards of public funds. The Parties further acknowledge the commitment to building and implementing a system rooted in equity and the need to assess and proactively address displacement and equity concerns as stated in the Community Commitment Resolution and Contract with Voters resolutions. Therefore, the Parties commit to being equitable, innovative and holistic in the development of processes, procedures, reviews and regulations tailored to Project Connect to achieve effective decision-making and appropriate stewardship of public dollars. Executive Leadership shall spearhead these efforts and direct staff

- to develop such process, procedures, and regulations, and when necessary, bring an action for approval by the governing bodies of the Parties.
- The Parties commit to continuing a working relationship that will provide for the resolution of issues and the completion of Project Connect, in accordance with the Foundational Texts, this Agreement, and the Implementation Sequence Plan. Executive Leadership commits to establishing a dispute resolution process for technical issues that arise during the design, construction, and implementation of the Project Connect program.
  - The Parties commit to prioritizing staff resources to support the scope, schedule, and program budgets during planning, design review, construction, and inspections for Project Connect transit projects.
  - The Parties commit to prioritizing resources to ensure all permit and inspection documents are complete and permit and inspection approvals are streamlined and efficient to support the Project Connect schedules and program budgets.
  - The Parties commit to identifying opportunities for efficiencies, cost sharing, reimbursement method, and other agreements, as appropriate.
  - The Parties commit to working together to identify and pursue future opportunities to leverage regional, state and federal funding for Project Connect.
  - The Parties commit to working on the Utility Rules of Practice (“UROP”) to serve as the methodology for analyzing, reviewing, and approving potential utility conflicts for Project Connect.
  - The Parties commit to negotiating and, if necessary, bringing to the governing bodies for approval, any agreements and resolutions or ordinances required to timely implement the projects in accordance with the Implementation Sequence Plan. Any changes to the Implementation Sequence Plan and Investment Map must be brought before the City Council and Capital Metro Board for approval. The Parties commit to supporting an equitable transit system to benefit the community, recognizing that decisions made within the Project Connect program may impact equitable outcomes, including but not limited to design, accessibility, rollout, and operations.
  - ATP and CapMetro commit to prioritizing staff resources towards the development and implementation of transit equity goals and metrics, in coordination with the City. These goals and metrics shall be regularly analyzed and publicly reported on. Creation of goals, metrics, and methods of analyzing and reporting shall include comprehensive opportunities for collecting and responding to feedback from transit users, community members and key stakeholder groups including the advisory committees to ATP and CapMetro. These items must be developed in a timely manner in order to impact the Project Connect program of projects.
  - The Parties commit to developing an agreement outlining a process to discuss and mitigate the use and impact on parkland and historic squares, which shall be approved by the ATP Board, City Council, and the Capital Metro Board.

- The Parties commit to working together in a collaborative fashion to discuss any potential or proposed legislation related to Project Connect as early in the process as practicable.

### **3.2 Community Engagement and Inclusion Commitments**

3.2.1 Community Engagement Process. To effectively engage with members from different neighborhoods with different ethnic and racial identities, income, resource and education levels, abilities and sexual and gender identities, outreach and engagement must be designed specifically for their needs and be sensitive to cultural differences within communities. In their delivery of the Project Connect program elements, each Party will seek to understand each community's unique history, values, priorities, concerns, and communication methods to help learn from these community members; include their feedback and guidance in project planning, development, implementation and operations; and understand the different needs of each community to improve and increase access to essential services with a direct focus on under-resourced communities. The process must also include a mechanism to report back to the community about how feedback was used, in accordance with section 3.2.3 and 3.2.4 of this document.

3.2.2 Priority Populations. The communities most likely to be impacted by Project Connect, also referred to as priority populations, that shall be prioritized in the community engagement process are the following:

- BIPOC communities (Black people, Indigenous people, and people of color);
- Women, trans, and non-binary individuals;
- Individuals with disabilities;
- Families of all kinds;
- Members of immigrant and/or undocumented communities;
- Members of the LGBTQIA+ community;
- Youth and students, especially those who are cost-burdened or severely cost-burdened, based on federal guidelines;
- People who are cost-burdened and severely cost-burdened, based on federal guidelines;
- Members from culturally and linguistically diverse communities;
- Renters and the unhoused;
- Senior homeowners;
- Healthcare workers and educational providers;
- Businesses and property owners along the routes;
- Individuals who were previously incarcerated;
- Individuals primarily dependent on transit for transportation needs;
- Small businesses owned and/or operated by BIPOC, women, people with disabilities, and members of LGBTQIA+ community;



- Community, neighborhood, creative, cultural, labor, and nonprofit organizations, particularly those serving communities most likely to be impacted by Project Connect;

3.2.3 Community Engagement Guiding Principles. The Parties shall utilize the following guiding principles in the planning and execution of community engagement work:

- Continue creating in-person and virtual opportunities for priority populations to engage meaningfully in, and provide feedback on, all aspects of the Project Connect program, including but not limited to project planning and proposed anti-displacement strategies.
- Provide greater weight to voices of priority populations in the analysis and use of community feedback.
- All information on how the community can engage shall be provided in English as well as the language of preference for the community sought for engagement. All communication shall be designed and written to be clear and accessible, including to those with hearing and visual impairments.
- In public engagement processes, define how participants' feedback will be included as well as how participant feedback impacts decisions.
- Opportunities shall allow time for community members to review materials, provide informed and meaningful feedback, and understand how feedback is incorporated before a decision is made.
- Results of community engagement, including recommendations and policy/program decisions, will be transparently and accountably documented.
- The Project Connect Community Advisory Committee shall be comprehensively consulted and involved in the process, including being regularly informed in advance of Project Connect-related equity and anti-displacement actions being brought to any of the Parties' policymaking bodies in a timely manner that allows for informed decision-making so that they can effectively assist staff with community engagement processes and create a space for community members to provide feedback on the program.
- All public engagement opportunities shall be highlighted on a publicly available and accessible calendar and shared through various communication methods with clear information on how community members can obtain further information.
- Project Connect program updates shall be shared with the community via digital and nondigital communications.
- Prior to any public meeting, outreach, or engagement opportunity, the responsible party shall provide advance notice for meaningful participation to individuals, businesses, and organizations that will be impacted by the project.

3.2.4. Community Engagement Reporting. The Parties shall make a substantial effort to collect disaggregated demographic data for all participants in its outreach and engagement efforts, including public meeting solicitations and public comments, and shall report that information annually and more frequently prior to decision making related to public

comments via the comprehensive Community Engagement Dashboard. The information may include, but not be limited to: race, ethnicity, age, gender, gender identity and expression, housing status (renter/owner/experiencing homelessness), income level, and ZIP code. Any participant asked to provide demographic information will not be required to provide that information as a condition for participating in any outreach or engagement effort or to provide public comment.

3.2.5. Public Involvement Plans. Throughout the program, project teams may create project-specific public participation plans for each project in the Project Connect program. The plans will be flexible and adaptable to the needs of the community throughout the given project, and the plans will, at minimum:

- Identify the communities, businesses, organizations, and other stakeholders who are impacted or potentially impacted by the project.
- Design a plan that identifies specific engagement tools and techniques to meaningfully engage stakeholders, prioritizing tools that are most appropriate to the context and community of the specific stakeholders for the project. This should include both online and on-location/in-person opportunities and tools.
- Leverage and coordinate opportunities with other engagement efforts from partner agencies, institutions, and community-based organizations.
- Allow flexibility to amend strategies to aim for greater participation from priority populations if data from outreach and engagement efforts show that priority populations are not proportionally represented.
- Identify a process to “report back” to the communities, individuals, and groups that participated, including information on how their feedback was used or, if not used, why. The online Community Engagement Dashboard shall be used to help further this direction.
- Address accessibility, including language accessibility through translation and interpretation services, diversity of in-person locations and venues, etc., and the ability of people to attend. Provide incentives and other tools to facilitate participation (e.g., food, childcare, variety of meeting times, etc.). The public participation plans shall also leverage resources already mobilized specifically for Project Connect, such as the Project Connect Community Advisory Committee, ATP Board Technical Advisory Committees, the Project Connect Advisory Network (PCAN), and Orange and Blue Line Working Groups.
- The public involvement plans shall be reviewed by the Project Connect Community Advisory Committee and the ATP Board Technical Advisory Committees.

3.2.6. Communications. The Parties shall develop communication tools and strategies to reach racially, ethnically, and geographically diverse communities regarding the Project Connect program. Communications tools will include methods designed to reach marginalized communities and people who do not have access to the internet or other forms of digital communications. These may include, but are not limited to, door-to-door canvassing,

telephone canvassing, direct mail, and contracting with community-based organizations with experience serving marginalized and under-resourced communities.

ATP and Capital Metro will also utilize social media and the Project Connect website (ProjectConnect.com) as a communication tool to provide information to the community about the transit elements of the program and allow people to subscribe and receive pre-construction, construction, and operations notifications and other appropriate updates on a regular basis or as they are posted. ATP shall provide equal opportunity for such subscriptions and notifications to individuals who do not have access to the internet.

3.2.7 Community Advisory Committee. ATP, the City and Capital Metro shall utilize a Project Connect Community Advisory Committee (CAC) to assist in engaging the community and advising on anti-displacement and equity matters related to Project Connect, in its entirety, as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement.

~~The Community Advisory Committee (CAC) was convened to assist ATP, City Council, and the Capital Metro Board in engaging the community and advising on anti-displacement and equity matters related to Project Connect. Additionally, the CAC will assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement. The CAC will provide input and recommendations on program equity along with the ATP Board Technical Advisory Committees. Staff liaisons will notify CAC members of upcoming Technical Advisory Committee meetings, including providing an annual calendar of meetings and agendas, as they are prepared. The CAC may appoint delegates to attend TAC meetings on behalf of the CAC.~~

~~— The recommendations made by the CAC related to displacement mitigation measures or equity issues that impact historically underserved populations must be considered at a public meeting of ATP, the City, or Capital Metro, as appropriate, in accordance with the recommendations made.~~

~~The CAC shall be composed of an odd number, at least eleven members, plus an ex-officio member, appointed by the City Council and Capital Metro Board. Five members will be appointed from the following five existing advisory groups (one member each):~~

- ~~● City of Austin Urban Transportation Commission~~
- ~~● City of Austin Mayor’s Committee for People with Disabilities~~
- ~~● City of Austin Community Development Commission~~
- ~~● Capital Metro’s Customer Satisfaction Advisory Committee~~
- ~~● Capital Metro’s Access Advisory Committee~~

~~The City Council and Capital Metro Board may appoint additional members to the Committee.~~

~~The City and Capital Metro shall initiate a widely publicized nomination process for the CAC Community Members in a manner that is accessible and easy to navigate, and that promotes a large, diverse, and qualified applicant pool, reducing barriers to the application process and committee membership, including but not limited to language access, digital access, or providing information to interested community members. This nomination process shall be articulated on a public facing web page and shall allow for community engagement. To the fullest extent possible, the City shall work with community organizations/groups to ensure that historically marginalized communities most impacted by mass transit are able to engage with the CAC selection process.~~

~~Capital Metro and the City shall form a Nominating Committee for the selection of members to the CAC. A qualified member of the community shall submit an application to the Nominating Committee. The Nominating Committee will consist of the Chairs, or a Committee Member designee of the Chair, of the City Council Housing and Planning Committee, City Council Mobility Committee, City Council Audit and Finance Committee, Capital Metro Finance, Audit and Administration Committee, and Capital Metro Operations, Planning and Safety Committee. After review of the submitted applications, the Nominating Committee shall recommend a slate of at least six applicants based on their qualifications. The City Council and the Capital Metro Board of Directors shall, upon their joint approval of the slate, jointly appoint the CAC Members as nominated by the Nominating Committee.~~

~~The slate of candidates selected by the Nominating Committee shall provide for geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints, socio-economic status, and lived experience. Members shall be selected based on their experience as users of and/or directly impacted by public transportation and connection to community, neighborhood, and/or labor organizations. The Advisory Committee should be representative of Austin's diverse community with nominations for membership inclusive of women, families with small children, Black people, indigenous people, people of color, people from immigrant and/or undocumented populations, members of the LGBTQIA+ community, students, and workers' rights advocates, among others. A variety of interests and experience should also be considered, including community organizing, household affordability, environment and conservation, green planning and design, housing and transportation, urban planning and architecture, health and human services, accessibility, small, local and minority owned business, mobility justice, and/or other relevant topics as they relate to transit.~~

~~The CAC bylaws must be approved by the ATP Board, the City Council and Capital Metro Board. The CAC will be supported by ATP and the City staff liaisons. Staff liaisons will~~

~~ensure the committee complies with the Texas Open Meetings Act, and other rules and statutory requirements. The Parties will provide staff support to help the committee prepare agendas, post meeting notices, schedule briefings, keep the committee apprised of all items being considered by the ATP Board and Technical Advisory Committees, maintain minutes, and keep attendance records for committee members. The CAC meetings shall be recorded and held in locations publicly accessible or virtually, as determined by the CAC. The City and Capital Metro shall send a courtesy copy of their CAC appointments to the ATP staff liaison.~~

## **SECTION 4. ROLES AND RESPONSIBILITIES OF AUSTIN TRANSIT PARTNERSHIP**

**4.1 Authority of ATP.** ATP shall have all powers allowed by law and as defined in its Articles of Incorporation including but not limited to:

- Contract with persons, governmental entities, and with for-profit and non-profit entities, and employ individuals, for the purposes of implementing Project Connect, conducting the administrative operations of ATP, and to enter into interlocal agreements with Capital Metro for the operation and maintenance of assets constructed by the Corporation.
- Acquire and hold title to real and personal property and interests in real and personal property, and sell real and personal property;
- Procure professional and other services necessary for the design, construction, financing, and permitting of Project Connect;
- Accept funds and property appropriated by the City and Capital Metro and by other entities;
- Apply for grants of funds, services, and things of value and to accept awards of such grants;
- Accept donations of funds, services and things of value;
- Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the implementation of Project Connect as stated above; and
- Engage in other lawful activities to accomplish the implementation of Project Connect as stated above.

**4.2 Governance of ATP.**

**4.2.1 ATP Board.** The management of the affairs of the ATP shall be vested in the ATP Board in accordance with the Articles of Incorporation which establishes the membership, terms and appointment process for the ATP Board.

**4.2.1.1 Budget.** In accordance with the Initial Agreement, the ATP Board shall develop an annual budget for each fiscal year that must be approved by the ATP Board annually.

- 4.2.1.2 Internal Auditor. In accordance with the Initial Agreement, the ATP Board shall engage an internal auditor to perform advanced audit and finance functions.
- 4.2.1.3 Financial Reports. In accordance with the Bylaws, the ATP Board shall cause to be maintained a proper and complete system of records and accounts of all transactions, business, and affairs of the corporation. Within a reasonable time after the end of each fiscal year, the ATP Board shall cause the preparation of a financial statement which shall be audited by an independent certified public accountant or firm of independent certified public accountants retained by the ATP Board for such purpose. The financial statement audit must follow generally accepted accounting principles for governments and must be submitted to the City of Austin’s Controller’s Office no later than January 31 each year for inclusion in the City’s Annual Comprehensive Financial Report. For the fiscal year ending September 30, 2021, ATP will make every effort to meet the January 31 deadline, but will submit its audited financial statements no later than March 1, 2022.
- 4.2.1.4 Advisory Committees. The ATP Board may establish technical advisory committees and select members via a widely publicized and transparent application process. Each committee will have a board liaison and assigned ATP staff. ATP will work with the City and Capital Metro to provide the agenda and meeting information prior to any ATP technical advisory committee meeting to ensure their representation is included, depending on the agenda items. Membership for the committees should be shared publicly. Board liaisons may report on committee feedback at ATP Board meetings. The ATP Board may create additional technical advisory committees as the needs of the Program evolve.
- 4.2.2 Executive Director. In accordance with the Bylaws, the ATP Board shall appoint an Executive Director. The ATP Board shall conclude an independent analysis to determine the appropriate leadership model for ATP no later than March 31, 2022. The independent analysis shall include a community engagement process with input from the CAC, technical advisory committees, and others. After careful consideration of such analysis, the ATP Board shall determine its leadership model in its sole discretion. Further, the ATP Board shall make any Executive Director appointments in its sole discretion. The ATP Board shall establish a community engagement process for such appointments which is appropriate for the appointment of senior leadership and similar to the process described above. The Executive Director of ATP shall be the chief executive officer of ATP and shall in general supervise and control all of the business and affairs of ATP.

4.2.3 **Joint Annual Meeting.** The Executive Director shall organize and provide for a Joint Annual Meeting of the Parties held at least annually to ensure continued support and engagement of all Parties for implementation of Project Connect. A Party may request additional joint meetings and those additional meetings may occur on concurrence of all three parties. The Executive Director shall present on ATP's progress in implementing Project Connect. The annual management report shall include a presentation on the project statuses, financial status of ATP, implementation of and compliance with ATP Workforce and Equity policies, and progress towards implementation of Project Connect. The report shall include any anticipated adjustments to the Implementation Sequence Plan and the scope of any projects. The Parties shall discuss and consider amendments to the JPA, as necessary, which may be brought by any Party.

4.3 **Commitments of ATP.** ATP recognizes equity is a core value of Project Connect. As Project Connect continues to develop, ATP's internal policies will grow to reflect this value across every stage of project development and delivery. The Community Commitment Resolution and Contract with Voters Resolutions requires ATP to approve policies that will meet all the commitments made by City Council and the Capital Metro Board to the voters. The ATP Board has taken action to either meet these commitments or ensure they will be met. ATP agrees to effectuate these policies to ensure that the vision of Project Connect as an equitable transit system is realized. ATP commits to implementing the following policies ("Workforce and Equity Policies"):

- Developing, approving, and implementing a business impact mitigation strategy that includes approaches for establishing robust business outreach and communications, supporting business access and operations, and creating effective project scheduling and sequencing that minimizes the length of construction impacts. To further clarify the community engagement component of the business impact mitigation strategy, ATP commits that the business impact mitigation Strategy shall be reviewed by the CAC, the TACs, and available for public input prior to approval. ATP commits to reaching out to organizations and businesses located along the Project Connect corridors to seek input and guidance on the mitigation strategy.
- Developing and implementing a Disadvantaged Business Enterprise Program to meet and comply with federal regulations to ensure that maximum opportunities are available to women, minority, and small businesses, including veteran-owned businesses, to participate.
- Developing and implementing a policy that applies to ATP or any other entity implementing the Project Connect Implementation Map and Associated Sequence Plan that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program which ensures compliance with all applicable federal, state, and local safety laws and includes :
  - Completion of OSHA 10-hour training for workers;

- Completion of OSHA 30-hour training for supervisors;
  - Receipt of personal protective equipment free-of-charge for workers in accordance with federal laws and regulations;
  - Coverage by workers' compensation insurance; and,
  - On-site monitoring independent of construction companies and their affiliates. The ATP Board must make a determination that the on-site monitors are: 1) independent of construction companies or their affiliates; and 2) not fiscally sponsored by construction companies or industry trade groups, and 3) accredited by a community organization that represents the interest of workers
- Developing and implementing a construction careers program which meets the requirements of federal law and regulations and includes City of Austin hiring goals to hire workers from apprenticeship and craft training programs, and which promotes the hiring of local workers so long as possible within the existing workforce.
  - Developing and implementing a policy that ensures a living wage as established by the City of Austin or prevailing wage under the Davis-Bacon Act for all workers under the contract, ensure access to health care and paid sick leave to the extent possible. To further clarify the living wage component of the program, workers whose prevailing wage under the Davis Bacon Act is above a living wage as established by the City shall be required to be paid at least the prevailing wage under the Davis Bacon Act, as required by law. Workers whose prevailing wage under the Davis Bacon Act is below a living wage as established by the City shall be required to be paid at least the living wage as established by the City. Therefore, contracts will ensure a living wage or a prevailing wage under Davis Bacon, depending on the classification of worker. All workers shall be paid by check. In all instances the JPA terms shall comply with state and federal wage and hour laws.

**4.4 Responsibilities of ATP.** As stated herein, it is the responsibility of ATP to implement Project Connect. ATP shall work with Capital Metro (the region's designated grant recipient) and FTA to meet the requirements for New Starts Capital Investment Grants and other grant opportunities. ATP shall work with the City and Capital Metro to comply with applicable City and Capital Metro policies and regulations. ATP shall receive funding from: (i) the City and Capital Metro, (ii) federal or other grants, and (iii) other funding sources as necessary.

**4.4.1 Financial Modeling and Planning.** The Financial Model shall not be updated or changed until the light rail project components reach 30% design. Thereafter, ATP shall update and review the cash flow model annually in concert with the



Implementation Sequence Plan, and as otherwise needed to establish the financial status of ATP in implementing Project Connect.

The review should determine if the Implementation Sequence Plan requires adjustment. ATP shall present its findings and recommended actions at the Joint Annual Meeting but may also request a special-called meeting of the Parties for changes to the Implementation Sequence Plan as needed.

Annually, the ATP Executive Director shall review and make recommendations to the City and Capital Metro on options for revising the cashflow allocation plan for transit-supportive anti-displacement dollars in order to make funds available for transit-supportive anti-displacement strategies earlier in each of the three \$100-million allotments, while maintaining the transit projects' required cashflow and schedules.

- 4.4.2 Funding Allocations and Procedures for Use of Funds for Transit-Supportive Anti-Displacement Strategies Related to the Implementation of Project Connect. ATP shall follow the procedures in the ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs (approved by City Council on March 25, 2021 [Item No. 35], and ATP Board on March 17, 2021 [Resolution No. ATP-2021-012; Action Item No. 3]), provided hereto as Attachment C, which requires ATP to reimburse up to \$300 million for the City to implement transit-supportive anti-displacement strategies.
- 4.4.3 Utility and Right-of-Way Agreements. Project Connect transit projects will largely be delivered within existing City of Austin right-of-way or Capital Metro right-of-way.
- ATP shall coordinate with the City and Capital Metro to align coordination between the Parties and both public and private utilities.
  - ATP shall work with the City to develop a Utilities Rules of Practice, subject to final approval by the City.
  - ATP shall coordinate with the City and Capital Metro for temporary and permanent use of right-of-way, with approval by City Council for permanent uses.
- 4.4.4 Design Review and Permitting Standards. In accordance with Sections 3 and 5 of this Agreement, ATP shall provide and prioritize resources to develop and provide for design review and permitting standards that support the scope, schedule, and program budgets of Project Connect.

- 4.4.5 **Records.** ATP shall maintain records documenting its implementation of and compliance with the policies listed in Section 4.3, and shall make such documents available to the City and Capital Metro at ATP’s offices, at all reasonable times and as often as the City or Capital Metro may deem necessary during the Agreement.
- 4.4.6 **Funding Allocation for Project Connect Office.** ATP shall reimburse the City for staffing a Project Connect Office in accordance with the terms and conditions of an interlocal agreement between the ATP and City of Austin.
- 4.4.7 **Notifications.** ATP shall notify the City Manager or City Manager’s designee of substantive changes to the above Workforce and Equity Policies.

## **SECTION 5. ROLES AND RESPONSIBILITIES OF THE CITY OF AUSTIN AND CAPITAL METRO**

5.1. **Joint Responsibilities of City Council and the Capital Metro Board.** The Capital Metro Board and City Council have the following duties:

- supporting ATP in the implementation of Project Connect to ensure ATP achieves the governmental purpose for which it was jointly created;
- appointing ATP Board members in accordance with the nomination and appointment process provided for in the Articles of Incorporation;
- reviewing and approving proposed amendments to the Articles of Incorporation and Bylaws as put forth by ATP; and
- modifying the Implementation Sequence Plan by joint action of both City Council and the Capital Metro Board as requested by ATP.

5.2. **City of Austin Roles and Responsibilities.**

5.2.1. **City of Austin Officials.** The principal City officials and representatives:

5.2.1.1. **City Council.** In addition to other responsibilities as provided in this Agreement, City Council approval is required for certain supplemental interlocal agreements, and for reviewing and approving code variances and waivers beneficial to support to support the unique nature of Project Connect design and construction.

5.2.1.2. **City Manager.** In addition to other responsibilities as provided in this Agreement, the City Manager shall ensure that a “City of Austin Project Connect Office” (PCO) is established for the duration of the implementation of Project Connect to the extent funding is provided by ATP and/or approved by Council, and that adequate staff resources

are available to support the implementation of Project Connect. The City Manager shall direct staff to:

- interpret and apply regulations applicable to Project Connect in a manner that meets both the City of Austin’s goals and furthers the equitable design and construction of Project Connect; and
- support ATP and Capital Metro in achieving ATP’s goals and schedules by reviewing all submitted plans and documents in a manner and timeframe necessary and reasonable in order to adhere to the project sequence plan in the Contract with the Voters and associated schedule and committing to combine its public and technical review processes with ATP’s wherever possible, including making all plans and documents publicly available and allowing for community engagement in accordance with standard City procedures, including making all plans and documents publicly available and allowing for community engagement in accordance with City procedures; and
- review the Fee Schedule to recommend to City Council any updates that are required to fully and accurately reflect permitting and review costs; and
- review the City Code and provide recommendations to the City Council for approval, identifying any variances or waivers of City Code, regulations, or processes that will facilitate the unique nature of Project Connect design and construction, while still ensuring that Project Connect is designed and constructed in an equitable manner and in accordance with commonly accepted engineering and construction practices and in a manner that is cognizant of other City policies; and
- Ensure utilities coordination and services are prioritized to facilitate program delivery and avoid construction delays.

5.2.1.3. **Project Connect Office (PCO)**. Provided funding is available, the City, through its Project Connect Office, shall provide ATP with professional services to assist with overall coordination of input from relevant City departments and for the design review, permitting, and inspection of Project Connect. ATP shall pay the City for the services provided on a cost reimbursement basis up to the amount included in the then-current budget, which shall align with the Interlocal Agreement approved by the City Council and ATP Board. The payments for such services shall be made in accordance with the timelines set forth in Chapter 2251 of the Texas Government Code (the “Prompt Payment Act”) and shall not be unreasonably withheld. As part of the annual budget process for the Project Connect Office, the PCO staff will submit

its proposed annual budget to ATP annually by April 1<sup>st</sup>. The City and ATP staff shall work to reach agreement by May 31<sup>st</sup> on a proposed budget to be submitted to the City Council and ATP Board for approval. The proposed budget shall be presented to City Council and the ATP Board for approval through each party's budget adoption process.

5.2.2. **City of Austin Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, the City shall:

- transfer Project Connect tax revenue in accordance with the Community Contract with Voters and the ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP, (approved by ATP Board on June 16, 2021 [Resolution No. ATP-2021-020; Action Item No. 5], and City Council on July 29, 2021 [Item 43]), attached and incorporated as Attachment D.
- utilize the \$300 million dedicated to transit-supportive anti-displacement strategies to 1) acquire real property for transit-supportive development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, 2) implement financing tools for funding anti-displacement strategies related to Project Connect, and 3) implement any other anti-displacement programs related to the Project Connect, which may include, but are not limited to:
  - creating with the community, neighborhood-level prevention and mitigation strategies based on the Equity Assessment Tool, and
  - creating a publicly available key performance indicators dashboard to track progress on the strategies identified for implementation.
- Seek reimbursement from ATP in accordance with the Interlocal Grant Agreement, Attachment C and subsection 5.2.1.3 of this agreement.

5.2.3. **Capital Metro Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, Capital Metro shall:

- Dedicate the balance of its Capital Expansion to the implementation of Project Connect as provided in the Community Commitment Resolution.
- Commit all estimated revenues identified in the Estimated Long-Term Contribution as provided for in the Community Commitment Resolution.
- Capital Metro (the region's designated grant recipient) shall work with ATP and FTA to meet the requirements for New Starts Capital Investment Grants and other grant opportunities and may serve as FTA Project Sponsor, in partnership with ATP, and if applicable transfer funds received from any grants received through the Capital Investment Grants Program.
- Complete the federally required National Environmental Policy Act ("NEPA" ) Preliminary Engineering process to obtain an FTA Record of Decision for the

approved Locally Preferred Alternatives approved for the Orange, Blue and Gold Lines and MetroRapid.

- Complete the MetroRapid and MetroRail program projects and obtain reimbursement from ATP.
- Enter in interlocal agreements with ATP to transfer funding to operate and maintain Project Connect assets.
- Develop operational readiness program for each project to contract, hire, and train staff and complete other requirements to prepare for revenue service operation.
- Direct, or via contract support, perform safety inspections and complete any FTA safety certification or other requirements.
- Continue to operate transit service and shall provide information to the community and customers about anticipated service changes and service change processes so they may be engaged and informed.

## SECTION 6. TERMINATION

- 6.1 **Automatic Termination.** This Agreement will terminate upon the earlier to occur of: 1) execution of a written termination by all Parties; 2) the dissolution of the ATP; or 3) ten years, and shall automatically renew for additional ten-year terms, unless terminated by the Parties. If there is a superseding agreement put in place, all existing parties shall produce a timeline by which the superseding agreement shall be executed, which allows for community engagement.
- 6.2 **Other Reasons for Termination.** Any Party to this Agreement may terminate this Agreement if such Party is unable to comply with changes required by federal or state laws or regulations that relate directly to the purpose of this Agreement, provided however that the Party notifies the other Parties and provides at least a 30-day cure period prior to proceeding to a notice of termination.
- 6.3 **Notice of Termination.** Any Party to this Agreement may terminate this Agreement for the reasons described in this section by providing the other Party with sixty (60) days' written notice as described in Section 7.1, below.

## SECTION 7. DEFAULT AND REMEDIES

### 7.1 **Events of Default.**

7.1.1 A Party shall not be in breach or default under the terms of this Agreement for any act, omission, or failure to perform hereunder except as expressly provided in this Section.

7.1.2 Prior to declaring an Event of Default (as defined in Section 7.1.3 below) against another Party hereunder a Party must first deliver written notice to such other Party's executive officer (as described in Section 2.5) and general counsel, specifying the events and circumstances regarding such alleged breach and specifying any action which the notifying party desires the receiving Party to take to remedy such alleged breach ("Default Advisory Notice"). The receiving Party shall work in good faith with the notifying Party to resolve the matter within a reasonable amount of time but in any event no less than sixty (60) days.

7.1.3 If after delivering a Default Advisory Notice, the alleged breach is not resolved to the reasonable satisfaction of the notifying Party within sixty (60) days, then the notifying Party may declare an Event of Default against the receiving Party by delivering written notice thereof to the defaulting Party (a "Default Notice"); provided, however, that no Party shall be authorized to deliver a Default Notice unless the governing body of the notifying Party has taken official action declaring the defaulting Party to be in material breach under the terms of this Agreement in an open meeting (an "Event of Default") and directing staff to deliver such Default Notice to the defaulting Party. After receiving a Default Notice, the defaulting Party shall have an additional sixty (60) days to cure such Event of Default or such additional amount time as may be reasonably necessary to cure such Event of Default, but only so long as such defaulting Party is diligently seeking to cure such Event of Default the ("Cure Period").

7.2 **Limitation on Remedies.** A Party shall not be entitled to pursue any remedies (whether at law or in equity) against any other Party hereunder except with respect to an Event of Default declared in accordance with Section 7.1, and then only if the defaulting Party has failed to reasonably cure such default prior to the expiration of the Cure Period therefor. The Parties' remedies for an Event of Default shall be limited to seeking declaratory or injunctive relief against the defaulting party. No Party shall be justified or otherwise permitted, by virtue of an Event of Default of another Party, to terminate this Agreement or any Supplemental Agreement, withhold performance, or suspend performance of its obligations or responsibilities hereunder or under any Supplemental Agreement, nor shall any Party be entitled to seek punitive, actual or consequential damages.

7.3 **Effect on Other Agreements.** This Section 7 shall apply only to this Agreement, and shall not apply to any Supplemental Agreement entered into by any of the Parties prior to or following the execution and delivery of this Agreement.

## SECTION 8. MISCELLANEOUS PROVISIONS

### 8.1 **Notices.**

8.1.1 **Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one Party the others must be in writing and will be given and deemed to have been given immediately if

delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

- 8.1.2 **ATP Address.** The address of ATP for all purposes under this Agreement and for all notices:

Casey Burack (or her successor)  
General Counsel  
700 Lavaca Street  
Fourteenth Floor  
Austin, TX 78701

- 8.1.3 **Capital Metro Address.** The address of Capital Metro for all purposes under this Agreement and for all notices:

Ashley Glotzer (or her successor)  
Chief Counsel  
2910 E. 5th Street  
Austin, TX 78702

- 8.1.4 **City of Austin Address.** The address of City of Austin for all purposes under this Agreement and for all notices is the following:

Deborah Thomas (or her successor)  
Interim City Attorney  
301 W. 2nd Street  
Fourth Floor  
Austin, TX 78701

- 8.1.5. **Change of Address.** Each Party may change the address for notice to it by giving written notice of the change. Any change of address by a Party, including a change in the Party's authorized representative, must be reported to the other Parties within twenty (20) days of the change.

- 8.2 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above. If satisfactory resolution cannot be achieved between the representatives of the Parties within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators

for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all Parties (or if the dispute is between two Parties, 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 shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless the involved Parties agree, in writing, to waive the confidentiality.

- 8.3 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas.
- 8.4 **Force Majeure.** No Party will be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting unforeseeable and impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of this clause shall endeavor to notify the other Party or Parties within five (5) business days of the occurrence of the force majeure event, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.
- 8.5 **Liability.** To the extent allowed by Texas law, the Parties agree that each Party is responsible for its own proportionate share of any liability for the negligent or grossly negligent acts or omissions of its employees, agents, contractors or subcontractors arising out of, connected with, or as a consequence of its performance under this Agreement. Neither Party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages (including, but not limited to loss of business, revenue, profits, or other economic advantage) however it arises, whether in an action of contract, negligence or gross negligence, tort or other action, arising out of or in connection with this Agreement, even if advised of the possibility thereof.
- 8.6 **Notice of Claim.** Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against any Party, arising under this Agreement, the Party will give written notice to the other Party of such claim, demand, suit or other action. Said notice will include: (a) the name of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person or persons against whom such claim is being made.
- 8.7 **Third Party Beneficiary.** This Agreement sets out the agreements and obligations between the Parties only, and no provision in this Agreement creates any rights in any person or entity that is not a Party to this Agreement. The rights to performance in this Agreement are only enforceable by ATP, the City and Capital Metro.



- 8.8 **Legal Authority.** The person or persons signing this Agreement on behalf of each Party warrant that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement and to perform the services that Party has obligated itself to perform under this Agreement.
- 8.9 **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.
- 8.10 **Public Information Act.** The Parties are subject to the Public Information Act and any information shared between the Parties may be subject to disclosure pursuant to Texas Government Code Chapter 552, as amended.
- 8.11 **Confidential Information.** Notwithstanding Section 8.10 (Public Information Act) above, the Parties may be granted access to certain of the other Party's (or Parties') or licensor's confidential information or data (including inventions, employee information, confidential know-how, confidential business information, and other information which the Parties or their licensors consider confidential) ("Confidential Information") to provide Project Connect. Confidential Information will be transmitted in writing and clearly marked "Confidential," "Proprietary," or similarly, or if disclosed orally will be reduced to writing by disclosing Party, clearly marked "Confidential," "Proprietary," or similarly, and transmitted to the receiving Party within thirty (30) days after oral disclosure. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the non-disclosing Party and its licensors.

The Parties (including their employees, Subcontractors, agents, or representatives) agree to maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the disclosing Party, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority (including a Texas Attorney General Opinion) with proper jurisdiction. In all cases, the Parties agree to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective order. The Parties

agree to use protective measures no less stringent than the Parties use in their own business to protect their own most valuable information. In all circumstances, the Parties' protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.12 **Order of Precedence.** To the extent there is a conflict between the terms of this Agreement and any Attachment, the following shall be the order of precedence for interpreting a conflict in terms: 1) this Agreement and any subsequent amendments to this Agreement; 2) any Attachments to this Agreement, as amended.
- 8.13 **Appropriation.** Other than as provided in Attachment C and Attachment D, all funding commitments under this Agreement are subject to annual appropriation by the City, Capital Metro, and ATP.
- 8.14 **Recitals.** The recitals contained in the preamble are not made a part of this Agreement.

In witness whereof, the Parties have caused duly authorized representatives to execute this Agreement on the dates set forth below to be effective as of the Effective Date (as defined above).

**AUSTIN TRANSIT PARTNERSHIP:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

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Casey Burack, General Counsel

**CAPITAL METRO:**

**CITY OF AUSTIN:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Kerri Butcher, Chief of Staff

\_\_\_\_\_  
Katherine Kuzmickas, Assistant City Attorney

**ATTACHMENTS:**

**Attachment A:** The Investment Map and Associated Implementation Sequence Plan.

**Attachment B:** List of existing supplemental agreements between the Parties, as amended.

**Attachment C:** The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

**Attachment D:** ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

## MEMORANDUM

**To:** Project Connect Community Advisory Committee

**From:** Cheyenne Krause, Chief of Staff, CapMetro  
Liane Conte, Chief of Staff, City of Austin Project Connect Office  
Courtney Chavez, Senior VP - Equity & Community Partnerships, Austin Transit Partnership

**Date:** September 8, 2023

**Subject:** Proposed amendments to the Project Connect Community Advisory Committee Bylaws

The purpose of this memo is to provide an overview of proposed changes to the Project Connect Community Advisory Committee (CAC) bylaws, as recommended by staff from CapMetro, Austin Transit Partnership (ATP), and the City of Austin. Over the last year, conversations with CAC members and Joint Partnership staff identified the need to review the bylaws to address items related to the CAC's composition and operation. After the June 6, 2023 Joint Partnership action extending CAC members' terms through the end of the year, staff worked alongside the CAC to provide the recommended changes highlighted below.

### Background

The CAC was jointly established by the Austin City Council (Resolution No. 20201218-004) and Capital Metro (CapMetro) Board of Directors (Resolution No. AI-2020-1402) in December 2020 to assist the ATP Board, City Council, and CapMetro Board in “engaging the community and advising on anti-displacement and equity matters related to Project Connect as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities, and the identification of key performance indicators related to equity and displacement and triggers thereof.” The resolution creating the CAC is also reflected in the Joint Partnership Agreement adopted by the three Project Connect partners, and in the CAC Bylaws, also adopted by all three parties.

Since its establishment in early 2021, the ATP, CapMetro, and the City have worked closely with the CAC to advance Project Connect. Through that time, governance and structural challenges became more apparent in the operation of the CAC that required changes to the CAC bylaws and the CapMetro, ATP, City of Austin Joint Partnership Agreement. An opportunity exists now to address these clarity, structural, and transparency topics to ensure the CAC is set up for success going forward.

## Process

Since the June 6 action, staff from ATP, the City, and CapMetro have been working alongside CAC members to identify challenges and potential alternative approaches to a variety of topics related to the structure and implementation of the CAC. Our primary goals emerging from this effort are to: (1) provide continuity in CAC membership, (2) reduce barriers to membership, (3) clarify appointment and reappointment processes, (4) increase accountability and transparency in the appointment process, (5) clarify the roles of the staff liaison, and (6) evolve the bylaws and committee structure to reflect today's joint partnership approach to Project Connect.

A summary of the changes follows. A full list of changes, as well as the proposed bylaws, are attached.

- Clarified membership composition to include 11 members appointed by the ATP Board, the City Council and CapMetro Board.
  - Previously, the CAC was made up of 11 members, but could increase to up to 15 members as determined by the Nominating Committee. Proposed amendment clarifies the number of members is 11, which minimizes confusion and solidifies the number of voting members of the CAC.
- Appointment and Reappointment Processes
  - Modified the Nominating Committee membership to add the Community Expert Director for Community Planning who sits on the ATP Board, and one member of the CAC to be identified by the CAC Chair. The other two positions on the Nominating Committee would be Chair of the City's Mobility Committee and the Chair of the CapMetro Operations, Planning and Safety Committee. This allows for ATP and the CAC to be represented in the Nominating Committee process. The proposed amendments also include the ability for members of the Nominating Committee to delegate the responsibility to another member of their respective body if they are not able to participate in a specific process.
  - Removed Committee & Commission appointed positions; all 11 positions would be nominated by the Nominating Committee through an application process and approved by the City Council, CapMetro Board, and ATP Board.
- Vacancy filling processes
  - Proposed amendment identifies a process to fill mid-term vacancies. The CAC would review the most recent pool of applicants to make a recommendation for a person to fill the vacated seat for the remainder of the term. The Council, CapMetro Board, and ATP Board would consider the recommendation for approval. This allows for vacancies to be filled without convening the Nominating Committee at mid-term points throughout the terms. The individual filling the vacancy would have the opportunity to reapply at the end of the term.
- Removal of members
  - Proposed amendments clarify grounds for removal including three unexcused consecutive absences, violation of the ATP Ethics, Conflicts and Nondisclosure Policy, and failure to continue to meet membership eligibility requirements.

- Term of Membership (Staggering, term length, and term limits)
  - The current CAC membership terms expire at the same time, which does not provide for continuity of membership, knowledge, or committee leadership. The proposed amendment to the bylaws allows for staggered terms of the members. In 2023, CAC Members would draw straws for initial 2-year and 4-year terms.
  - Term length is increased to four years with a maximum of two terms or 8 years, except in those instances of 2-year initial terms or filling of vacancies.
- Created new section to contain all responsibilities of staff liaison
  - Previously, staff liaison responsibilities were either not documented or were scattered throughout the bylaws. These responsibilities have been detailed and consolidated in Section 5.1.
- Removed option to form subcommittees
  - Subcommittees as described in the bylaws are not being utilized by the CAC. CAC had and continues to have the ability to form working groups on various topics. See Section 7.
- Corrected typos and miscellaneous errata.

### **Next Steps**

Staff will present this recommendation as items to adopt the CAC bylaws and amend the Joint Partnership Agreement during the CAC Meeting on September 14, the ATP Board meeting on September 20, City Council meeting on September 21, and CapMetro Board meeting on September 25. Upon approval of the amended bylaws, staff will initiate a process to appoint and reappoint CAC Members to be completed by the end of 2023.

We are extremely appreciative of the work of this volunteer advisory committee, and the salient guidance you have provided us on behalf of the community. We are eager to work quickly and ensure continued success and longevity of the CAC.

If you have questions, please don't hesitate to reach out to staff.

### **Cc:**

CapMetro Board of Directors  
 Austin City Council  
 Austin Transit Partnership Board of Directors  
 Dottie Watkins, President & CEO, CapMetro  
 Robert Goode, Interim Assistant City Manager, City of Austin  
 Greg Cannally, Executive Director, Austin Transit Partnership

### **Attachments**

1. Project Connect Community Advisory Committee Bylaws (*As Proposed - September 2023*)
2. Project Connect CAC Bylaws Edit Log (*As Proposed - September 2023*)

## **SECTION 1. NAME.**

The name of the Advisory Committee is Project Connect Community Advisory Committee.

## **SECTION 2. PURPOSE AND DUTIES.**

The purpose of the Project Connect Community Advisory Committee, referred to hereinafter as CAC, is to assist the Austin City Council (City Council), Capital Metropolitan Transportation Authority (CapMetro) Board, and Austin Transit Partnership (ATP) Board in engaging the community and advising on anti-displacement and equity matters related to Project Connect, in its entirety, as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement.

The recommendations made by the CAC related to displacement mitigation measures or equity issues that impact historically underserved populations must be considered at a public meeting of the ATP Board, City Council, or the CapMetro Board, as appropriate, in accordance with the recommendations made.

As provided in the City Contract with the Voters (Res. No. 20200812-015), the City shall “create with the community, neighborhood-level prevention and mitigation strategies” and shall make “recommendations for funding proposals and implementation of identified strategies.” Further, ATP shall provide funding and “enter into interlocal agreements and/or grant agreements with the City to timely develop and implement anti-displacement strategies.” The CAC will provide support in the creation and implementation of these strategies.

As provided in the Joint Powers Agreement, the CAC shall also review Project Connect business impact mitigation strategies and public involvement plans prior to their approval.

## **SECTION 3. MEMBERSHIP.**

### **3.1 Membership Composition**

The CAC is composed of eleven members. Members are appointed by approval of the CapMetro Board, ATP Board, and Austin City Council, utilizing a Nominating Committee process outlined in Section 3.5. Members should have lived experience and/or expertise that contributes to the purpose of the CAC.

Additionally, the CAC may have up to two non-voting ex-officio members. If CAC determines ex-officio(s) are necessary, the ex-officio(s) will be appointed by the sitting members of the CAC.

### **3.2 Eligibility**

All CAC Members must meet the following requirements:

- a) Be residents of either the City of Austin or CapMetro’s Service Area;
- b) Not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8.
- c) Not be an employee of the City of Austin, CapMetro, or ATP;



- d) Not have a contract for real property, goods, or services with the City of Austin, CapMetro or ATP, or be employed by such a contractor; and,
- e) Shall abide by the ATP Ethics, Conflicts and Nondisclosure Policy, as amended.

CAC Members must continue to meet eligibility requirements throughout the duration of their term. It is each CAC Member's responsibility to notify the primary staff liaison at ATP (Staff Liaison) of any changes in their eligibility. The Staff Liaison role is defined below in section 5.1.

### **3.3 Term of Membership**

CAC Members serve for a term of four years and remain appointed members after their four-year term has expired until the earlier of: 1) their replacement is appointed; 2) the CAC Member indicates in writing to the Chair that they do not want to remain appointed; 3) the CAC Member is reappointed to a new term; 4) 180 days have passed; or 5) the CAC Member becomes ineligible. CAC Members are limited to two terms or eight total years following initial adoption of these amended bylaws on the CAC unless they receive a two-year term under Section 3.4 or are completing a vacated term under Section 3.7, in which case they shall be limited to three terms.

### **3.4 Staggered Terms**

Upon initial adoption of these amended bylaws, in January 2024 all CAC Members shall draw for two-year and four-year initial terms. Subsequent terms of these members shall be four years.

### **3.5 Appointment Process**

A nominating committee shall be formed to review applications and make recommendations regarding appointments of CAC members.

The Nominating Committee shall include the Chair of the City's Mobility Committee, the Chair of the CapMetro Operations, Planning and Safety Committee, the Community Expert Director for Community Planning who sits on the ATP Board, and one member of the CAC to be identified by the Chair. If unable to participate in the Nominating Committee, the roles outlined above may identify a designee from their respective body to serve as their delegate for the entirety of the Nominating Committee process.

ATP, the City, and CapMetro shall make available online all opportunities for members of the public to become CAC Members, and shall promote and make widely accessible any application to join the CAC.

The application must include the following: the applicant's name, ZIP code, and questions that address how frequently an applicant uses transit to commute and applicant demographics such as age, gender, race, housing status and income. The application must also include question(s) that allow the applicant to speak to how their personal, professional, or lived experience has contributed to meeting the needs of people experiencing homelessness, mobility justice, the advancement of criminal justice reform, housing and land-use policy, workforce/labor policy, and increasing economic and other opportunities for underserved transit users. Staff shall ensure applicants are aware their application may be subject to public information requests.

The Staff Liaison shall provide received applications to the Nominating Committee and, in coordination with each agency's staff, shall support the Nominating Committee's review of the applications.

If CAC determines ex-officio(s) are necessary, the ex-officio(s) will be appointed by the sitting members of the CAC.

### **3.6 Reappointments**

A CAC Member is eligible for reappointment at the end of their first term. If a CAC Member is seeking reappointment, they must complete the CAC Member Reappointment Form at least sixty (60) days before the expiration of their term and turn it into the Staff Liaison. The application will be reviewed by the Staff Liaison for completeness, and submitted to the Nominating Committee for consideration. The Nominating Committee shall review the application and make a recommendation to the ATP Board, Austin City Council, and CapMetro Board regarding reappointment.

### **3.7 Filling of Vacancies**

In the event of a mid-term vacancy, the CAC Chair will designate a working group to review applications from the most recent application and appointment process and make a recommendation to the full CAC. At a CAC meeting, the CAC will vote to approve the recommendation of a person to serve out the remainder of the outgoing member's term. The CAC's recommendation will be considered for approval by the City Council, the CapMetro Board and ATP Board. At the end of the term, the individual will have an opportunity to reapply through the appointment process outlined in Section 3.5 to serve on the CAC for up to two full terms.

To fill a vacancy that occurs at the completion of a full term, the application process as outlined in Section 3.5 shall be followed.

### **3.8 Removal of Members**

All CAC Members play an important role in Project Connect. It is important that by accepting a role on the CAC, each individual actively participates and contributes to the CAC. The following constitute grounds for removal:

- a) Being absent from three consecutive CAC meetings or missing a quarter of CAC meetings annually without explanation acceptable to the CAC Chair. The primary Staff Liaison shall contact the absent Committee Member to ascertain reasons for the absence and provide that information to the CAC Chair to determine whether removal is necessary. If the CAC Chair determines attendance standards have been violated, then the Staff Liaison will inform the Committee Member.
- b) Failure to abide by the ATP Ethics, Conflicts and Nondisclosure Policy, as amended. A person may report a concern regarding adherence to the ATP Ethics, Conflicts and Nondisclosure policy to the Chair or Staff Liaison for review. If determined that a violation has occurred, the Staff Liaison shall inform the Committee Member that they are removed from the CAC.
- c) Failure of a CAC Member to maintain their eligibility as defined in Section 3.2 above throughout the duration of their term constitutes grounds for removal.

Upon removal of a CAC Member, staff shall initiate the appropriate appointment process as outlined above.

### **3.9 Resignation**

A CAC member who seeks to resign from the CAC shall submit a written resignation to the CAC Chair and the primary Staff Liaison. If possible, the resignation should allow for a 60-day notice so a replacement may be identified.

Upon notification of a resignation, staff shall initiate the appropriate appointment process as outlined above.

### **3.10 Official Actions**

An individual CAC member may not act in an official capacity except through the action of the CAC.

## **SECTION 4. OFFICERS**

The officers of the CAC shall consist of a Chair, Vice Chair, and Secretary.

### **4.1 Duties of Officers**

The Chair shall preside at CAC meetings and represent CAC at ceremonial functions.

The Chair and Vice Chair will appoint all committees and approve each final meeting agenda.

In the absence of the Chair, the Vice Chair shall perform all duties of the Chair. In the absence of the Chair and Vice-Chair, the Secretary shall perform all duties of the Chair.

The Secretary shall ensure that the integrity of the minutes are kept. The Secretary shall monitor the timely completion of CAC meeting summaries.

The Secretary shall take note of CAC Members' meeting attendance and shall provide this information to the Chair.

### **4.2 Election of Officers**

Officers shall be elected annually during the first meeting of the calendar year by a majority vote of CAC. In the event a current officer becomes ineligible to serve as an officer, CAC may hold an emergency election as needed.

The term of office shall be one year. An officer may continue to serve until a successor is elected. A person may not serve as an officer in a designated position of CAC for more than four consecutive one-year terms. A person who has served as an officer in a designated position of CAC for four consecutive terms is not eligible for re-election to that designated office until the expiration of two years after the last date of the person's service in that office. CAC, at its discretion, may override the term limit provision for an officer by an affirmative vote of two-thirds of the authorized CAC Members.

A CAC Member may not hold more than one office at a time.

## **SECTION 5. STAFF LIAISON**

### **5.1 General**

The primary Staff Liaison for the CAC shall be staff member from ATP. The primary Staff Liaison shall be supported by staff from the City's Project Connect Office, the City's Housing Department, and CapMetro

as necessary to ensure efficiency and effectiveness of the CAC in their purpose, and based on the CAC's monthly agenda. This includes coordination of appointment, reappointment, and removal of members as needed.

The Staff Liaison shall support the CAC and CapMetro, ATP, and the City in processes to maintain the CAC's membership, including appointments, filling of vacancies, etc.

The Staff Liaison shall coordinate logistics and support for each CAC meeting, including necessary accessibility and childcare accommodations, language access accommodations, coordination of physical meeting space and technology needs, etc.

## **5.2 Maintaining of Records**

The Staff Liaison shall submit the meeting agenda through the online agenda posting system for each meeting not less than 72 hours before the meeting.

The Staff Liaison shall prepare the minutes from each meeting. The minutes of each CAC meeting must include the vote of each CAC Member on each action item before CAC and indicate whether a CAC Member is absent or failed to vote on an item.

The Staff Liaison shall participate and coordinate in developing the CAC monthly agenda, alongside the CAC officers. The Liaison shall coordinate partner-agency agenda items with the appropriate parties.

CAC records are subject to disclosure under Texas Government Code Chapter 552 (Texas Public Information Act).

## **SECTION 6. MEETINGS**

### **6.1 General**

CAC meetings and posting of agendas shall comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).

CAC meetings shall be governed by Robert's Rules of Order, or some other parliamentary procedure adopted by the CAC.

CAC shall allow members of the community to provide public comment during a period of time set aside for public comment. The Chair may limit a speaker to three minutes.

Each person and CAC member attending a meeting should observe decorum pursuant to Section 2-1-48 of the City Code.

The Chair shall adjourn a CAC meeting not later than 10 p.m. unless CAC votes to continue the meeting.

CAC meetings shall be recorded and held in locations publicly accessible via in-person and/or virtual participation, as determined by the CAC.

### **6.2 Quorum**

A majority of CAC Members constitutes a quorum.

If a quorum for a meeting does not convene within one-half hour of the posted time for the meeting, then the meeting may not be held.

### **6.3 Meeting Schedule**

CAC shall meet monthly or when it is required to meet in order to comply with a legal deadline or critical project or program milestone. In November of each year, CAC shall adopt a schedule of the meetings for the upcoming year, including makeup meeting dates for the holidays and canceled meetings.

The Chair may call a special meeting, and the Chair shall call a special meeting if requested by three or more members. The call shall state the purpose of the meeting. CAC may not call a meeting in addition to its regularly scheduled meetings as identified in its adopted meeting schedule, more often than once a quarter, unless the meeting is required to comply with a statutory deadline, or a deadline established by City Council, CapMetro, or ATP.

The meeting schedule shall be posted online.

### **6.4 Agendas**

Two or more CAC Members may place an item on the agenda by oral request at a meeting of the CAC or written request to the officers and Staff Liaison at least five days before the meeting. After first consulting with and receiving input from the Staff Liaison and appropriate agencies, the officer shall approve each final meeting agenda.

Agendas shall be posted online and physically posted in a public space at the ATP offices.

### **6.5 Actions of the CAC**

To be effective, CAC action must be adopted by an affirmative vote of the number of CAC Members necessary to provide a quorum.

The CAC Chair has the same voting privilege as any other CAC Member. Ex-officio member(s) do not have voting privileges.

### **6.6 CAC Participation at Non-Meeting Events**

Individual CAC Members may come together at non-meeting events such as public meetings, workshops, private events, etc. This gathering does not contribute towards a quorum so long as CAC business will not be discussed. Staff shall post instances of non-meeting events organized by staff where a quorum is likely to be present.

## **SECTION 7. WORKING GROUPS**

### **7.1 Working Groups**

A working group may be established at the discretion of the Chair. CAC Chair shall appoint CAC Members to the working group, with the members' consent.

CAC can determine the size of a working group but the number of CAC Members serving on the working group cannot equal or exceed a quorum of CAC.

A working group may designate a Chair, with the member's consent, but it is not required to do so.

Quorum requirements do not apply to working groups.

Staff support may be provided for working groups.

Working groups are not required to post their meetings in accordance with the Texas Government Code Chapter 551 (Texas Open Meetings Act).

**SECTION 8. PARLIAMENTARY AUTHORITY.**

The rules contained in the current edition of Robert's Rules of Order, or some other parliamentary rules adopted by CAC, shall govern CAC in all cases to which they are applicable, except when inconsistent with these bylaws or with special rules of procedure which CAC.

**SECTION 9. AMENDMENT OF BYLAWS.**

The CAC may initiate an amendment of these bylaws at any properly called meeting by CAC, with the approval by a super majority (two-thirds) of CAC members. Bylaws amendments are not effective unless approved by the City Council, ATP Board, and CapMetro Board. The staff liaison shall facilitate approval of bylaws amendments at all three governing bodies, and shall inform the CAC of when the bylaws have been fully adopted.

The CapMetro Board, City Council and ATP Board may initiate amendments to the CAC Bylaws, which shall require the adoption of the amended bylaws by the CAC upon approval of all three governing bodies. Prior to any vote on Bylaws changes initiated by the governing bodies, the primary Staff Liaison shall inform the CAC of proposed changes and provide CAC an opportunity to provide feedback on the draft; any feedback the CAC offers shall be provided to the governing bodies.

## Project Connect Community Advisory Committee Bylaws Edit Log *As proposed – September 2023*

The list below is a comprehensive list of proposed changes to the Project Connect Community Advisory Committee (CAC) Bylaws by section. The intent of this document is to capture minor and significant changes made, including reorganization of existing content. This list is in lieu of a red line document of the existing bylaws.

- General
  - Changed all instances of “Capital Metro” to CapMetro, except for the first instance.
  - Changed “Articles” to “Sections” and created relevant subsections. For example, “Article 3. Membership.” is now “Section 3. Membership”, with relevant subsections enumerated as “3.# Subsection Name”.
  - Minor typo and stylistic changes. For example, changing certain instances of “member” to “Member” and “CAC Member”.
- Section 1: Name
  - changed “board” to “advisory committee”
- Section 2: Purpose and Duties
  - Removed reference to “social” equity, as CAC advises on Project Connect equity broadly.
  - Removed reference to the Project Connect equity tool to restore purpose language to original CAC documents.
- Section 3: Membership
  - Reorganized material into subsections: Membership Composition, Eligibility, Term of Membership, Official Actions, Resignation
  - Created new sections: Reappointment, Filling of Vacancies, and Removal of Members, Staggered Terms
  - Section 3.1 – Membership Composition
    - Defines CAC as being comprised of 11 members appointed by the CapMetro Board, ATP Board and Austin City Council
    - Removes appointment of any members from CapMetro Committees or City Council Commissions
    - Clarifies that the CAC *may* have up to two ex-officio members, and, should the CAC decide ex-officio(s) are needed, allows the CAC to determine who it will be.
  - Section 3.2 – Eligibility
    - Clarified that eligibility criteria applies to members, not applicants.
    - Clarified that CAC Members must continue to meet eligibility criteria for the duration of their term and that each member owns the responsibility of reporting changes in their eligibility.

- Moved other elements of eligibility (abiding by the ATP Ethics, Conflicts, and Nondisclosure Policy) to this section.
- Section 3.3 – Term of Membership
  - Removed reference to “July 1<sup>st</sup> on year of appointment”. Terms begin upon appointment.
  - Increased the term of Members from two years to four years.
  - Established a two term limit for Members unless they are completing a vacated term or draw an initial two-year term.
- Section 3.4 – Staggered Terms
  - Created a new section to create staggered terms for Members.
- Section 3.5 – Appointment Process
  - Identifies process for appointing Members that utilizes a nominating committee to make a recommendation for consideration by all three governing bodies.
  - Noted that staff shall inform applicants their application may be subject to Public Information Requests.
  - Clarified that ex-officios are appointed at the discretion of the CAC.
- Section 3.6 – Reappointments
  - Establishes the ability of existing members to be reappointed and specifies that an application will be completed, submitted to the nominating committee, and approved upon nominating committee recommendation by all three governing bodies.
- Section 3.7 – Filling of Vacancies
  - Creates a process to fill mid-term vacancies that includes a CAC working group to review and recommend appointment to be considered by the full CAC.
  - Specifies the term length for individuals completing a term.
- Section 3.8 – Removal of Members
  - Clarifies that failure to attend three consecutive meetings without explanation acceptable to the CAC Chair constitutes grounds for removal.
  - Clarified it is the responsibility of the Chair to determine if there is a violation of the attendance policy in the bylaws and the staff liaison would inform the member.
  - Clarifies that a change in eligibility constitutes grounds for removal.



- Clarifies that failure to abide by the ATP Ethics, Conflicts and Nondisclosure Policy constitutes grounds for removal and provides instruction on who can and how to report potential violations.
- Section 3.9 – Resignation
  - Clarified that the resigning member shall notify the CAC chair and staff liaison, not the City clerk.
- Moved topics on absences and reimbursement to Subsection 3.8 - Removal of Members and 5.2 - Maintaining of Records, and 6.1 - General
- Section 4: Officers
  - Consolidated Articles 4. Officer and 5. Duties of Officers into one section
  - Section 4.1 – Duties of Officers
    - Clarified that it is the responsibility of the Secretary to track absences and report them to the chair.
  - Section 4.2 - Election of Officers
    - Removed the specific term start and stop dates.
    - Increased the number of consecutive terms in an officer role, to coincide with the increased term lengths for members.
- Section 5: Staff Liaison
  - Created a new section to outline and clarify the roles and responsibilities of the staff liaison
  - 5.1 General
    - Specified that the staff liaison is ATP, with support from the City and CapMetro.
    - Specified that the City shall provide support from both the Project Connect Office and the Housing Department.
    - Specified that the staff liaison will support membership maintenance activities (i.e., reappointment, filling of vacancies, etc.)
    - Specified that the staff liaison shall coordinate all meeting logistics
  - 5.2 Maintaining of Records
    - Consolidated various points about minutes, agendas, etc., into one subsection.
- Section 6: Meetings
  - Organized content into subsections, and combined previous Meetings and Agendas sections.
  - 6.1 General
    - Clarified that CAC shall take public comment as part of each meeting, and removed a prohibition on taking comment on an item posted as a briefing.

- Clarified that posting of agendas must also comply with Texas Government Code Chapter 551 (Texas Open Meetings Act).
- Removed reference to closed meetings. This removal does not prohibit closed meetings.
- 6.2 Meeting Quorum
  - No change.
- 6.3 Meeting Schedule
  - Added a provision to allow a special called meeting in order to comply with a critical project or program milestone.
  - Added a description of where the meeting schedule shall be posted.
- 6.4 Agendas
  - Clarified that the agenda development will include consultation with “appropriate agencies” as is current process.
  - Moved mention of posting requirements for agendas to “staff liaison” section under consolidated responsibilities.
  - Added a description of where the agendas shall be posted.
- 6.5 Actions of the CAC
  - Clarified that an action must be adopted by a majority of the CAC members.
- 6.6 CAC Participation at Non-Meeting Events
  - Clarifies that CAC members may congregate together at non-meeting events where CAC business will not be discussed without constituting a quorum.
- Section 7: Working Groups
  - Removed option to form subcommittees.
- Section 8: Parliamentary Authority
  - No change
- Section 9: Amendment of Bylaws
  - Clarified that the staff liaison shall support the approval of bylaws changes at the three governing bodies.
  - Added language that the bylaws changes could be initiated by approval of the CapMetro Board, City Council and ATP Board.



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2022-585

**Agenda Date:** 9/26/2022

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President & CEO Monthly Update



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Board of Directors

**Item #:** AI-2023-971

**Agenda Date:** 9/25/2023

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Memo: Equitable Transit Oriented Development (ETOD) Executive Summary and Final Report (September 6, 2023)

To: CapMetro Board of Directors  
From: Sharmila Mukherjee, Executive Vice-President, Chief Strategic Planning & Development Officer  
Date: Friday, September 1st, 2023  
Re: Equitable Transit-Oriented Development (ETOD) Study Executive Summary and Final Report

---

The purpose of this memo is to share the Equitable Transit-Oriented Development (ETOD) Final Report and Executive Summary. CapMetro is leading this project to develop strategies to leverage transit investments for sustainable and equitable growth along high-capacity transit corridors. This report fulfills CapMetro's requirements for its 2020 and 2021 Federal Transit Administration (FTA) TOD Pilot Program Grants.

Over the past two years, CapMetro has collaborated with the City of Austin (City), Austin Transit Partnership (ATP), the Project Connect Community Advisory Committee (CAC), and the broader community to identify project goals, strategies, and policies that culminated in the significant milestone of the Council-accepted [ETOD Policy Plan](#).

The Final Report and Executive Summary capture the project purpose and need, partnerships, key deliverables including the Policy Plan, engagement summary, and next steps to implement study recommendations. Both reports will be shared with the public during the week of September 5th, 2023.

The Executive Summary is attached with this memo. The Final Report is not included due to the length and size of the document but can be requested by the Board at any time.

### Next Steps:

- September 2023: Release the ETOD Final Report and Executive Summary on the [ETOD project website](#)
- December 2023: Deliver the first draft of the station area vision plans for CapMetro-owned North Lamar Transit Center (NLTC) and South Congress Transit Center (SCTC)
- January 2024: Initiate City adoption process for the NLTC and SCTC station plans
- March 2024: Begin pilot TOD implementation on selected CapMetro-owned station(s)
- June/July 2024: Anticipated adoption of the NLTC and SCTC station plans

# Equitable Transit-Oriented Development Study





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# 01

## Why Austin Needs ETOD

## With the approval from voters in November 2020 to fund Project Connect, Austinites have a once-in-a-generation opportunity to capitalize on a major public infrastructure investment and set a bold, community-led vision for the future.

Project Connect investments aim to increase and enhance the transportation options available in Austin with a zero-emissions fleet, a new light rail system, additional rail service (Green Line), added on-demand Pickup Zones, Park & Rides and plans for an expanded bus system, including the implementation of new Rapid lines.

The station areas along Project Connect lines have the potential to become vibrant, livable, and inclusive communities that are compact, walkable, and centered around high-quality transportation options.

Equitable Transit-Oriented Development (ETOD) strives to ensure that those who have the greatest need for transit enhancements are also able to benefit from the improvements. This typically includes people of color, low-income households, seniors, people with disabilities, and households with limited or no access to cars. Achieving equitable outcomes through ETOD requires a holistic approach to transit investments that considers and addresses how transit infrastructure intersects with systemic racism, housing affordability, small business interests, economic opportunity, education, and health.

CapMetro is leading the Equitable Transit-Oriented Development Study in partnership with the City of Austin and the Austin Transit Partnership (ATP) to implement investments that focus on helping existing residents and communities thrive and enhancing their access to economic opportunity. CapMetro received a total of \$3.15 million in funding from the Federal Transit Administration's (FTA) Transit-Oriented Development Pilot Grant. An essential component of implementing effective ETOD is a shared vision and set of objectives. The ETOD team created the following six goals to guide the project's ETOD framework throughout this historic investment:

- **Goal 1:** Enable All Residents to Benefit from Safe, Sustainable, and Accessible Transportation
- **Goal 2:** Help to Close Racial Health and Wealth Gaps
- **Goal 3:** Preserve and Increase Housing Opportunities That are Affordable and Attainable
- **Goal 4:** Expand Access to High-Quality Jobs & Career Opportunities
- **Goal 5:** Support Healthy Neighborhoods That Meet Daily Needs
- **Goal 6:** Expand Austin's Diverse Cultural Heritage and Small, BIPOC (Black, Indigenous, People of Color)-Owned, and Legacy Businesses



# 02

## Overview



## Partnership

CapMetro is leading the ETOD Study in partnership with the City of Austin (COA) and the Austin Transit Partnership (ATP). CapMetro also works alongside the Community Advisory Committee (CAC): a civic group formed to advise Project Connect on anti-displacement and equity matters, Community Connectors and grass-top and grassroots groups.

regarding small business and workforce, housing, mobility, land use and urban design and real estate

- Built two public dashboards for [existing conditions](#) and the [ETOD Priority tool](#), a data-driven framework to guide planning
- Compiled key takeaways from existing ETOD studies in the US to adopt tactics with proven success

## Key Deliverables

- Developed the [ETOD Policy Plan](#) (accepted by Austin City Council in March 2023) providing a comprehensive framework to help the Austin community ensure that future development around Project Connect supports residents of all incomes and backgrounds, especially those who have been disproportionately burdened by transportation and land use decisions
- Created the [ETOD Policy Toolkit](#) comprising of 46 buildable policy tools that provide a framework for Project Connect station-area planning

## Land Use, Urban Design, and Real Estate Engagement

A cornerstone to developing the ETOD Study was facilitating community input from historically underrepresented voices throughout the planning process to define equity and establish what equitable outcomes are needed across the station areas. Garnering their participation went beyond a box checking exercise. We utilized a variety of engagement methods, from traditional outreach to compensated focus groups, a community ambassador program of Community Connectors, workshops, and community open houses.

## The resounding challenges we heard included the following:

- **Rising Rents:** The pace of rent increases feels out of control for both commercial and residential properties.
- **Pressure on Small Businesses:** New development is not providing the right retail formats and sizes typically needed by small businesses and creating displacement pressures on long-established Austin businesses.
- **Dissatisfaction with Current Transit Service:** Concerns about current transit service included a lack of service to important destinations, no bus shelters and amenities, service too infrequent, stops too long to walk to, and a general lack of convenience.
- **Lack of Good Government Support/Execution on Affordability Crisis:** Frustration that interventions are too late/not timely or culturally sensitive; the crisis is already here.
- **Sustained Quality of Life:** There is a gap in the market for high-quality childcare options near stations and not enough support or knowledge for people seeking affordable housing and small business assistance.
- **Business Diversity:** Attracting a diverse pool of businesses and community organizations to the neighborhood helps create hubs people would like to visit.



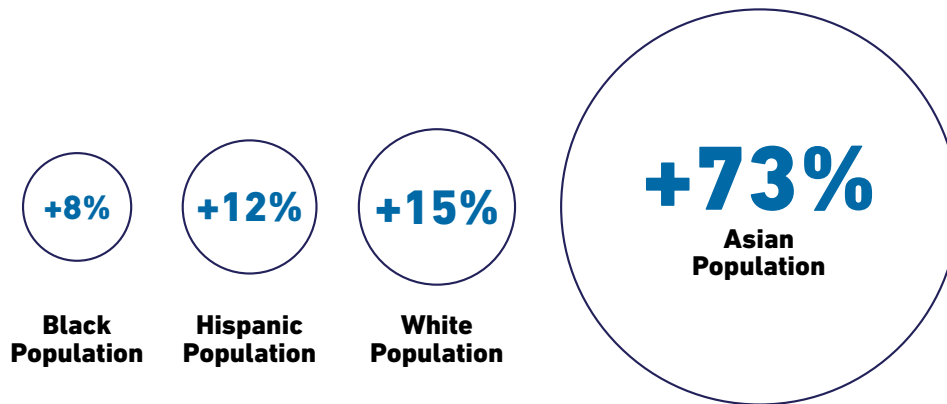


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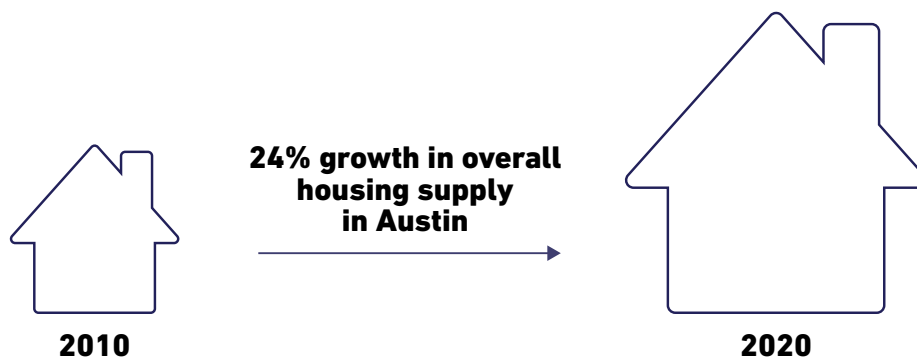
## Purpose & Need

Over the last 30 years, Austin has expanded beyond its historic role as the Texas state capital and a college town to become a major urban center. The past decade has brought especially significant population and job growth.

- **Population Growth:** In the span of 10 years Austin's population has grown by 20%, from 803,000 people in 2010 to 962,000 people in 2020. The large increase in population has not occurred at the same rates across all racial and ethnic groups, creating concerns about displacement.



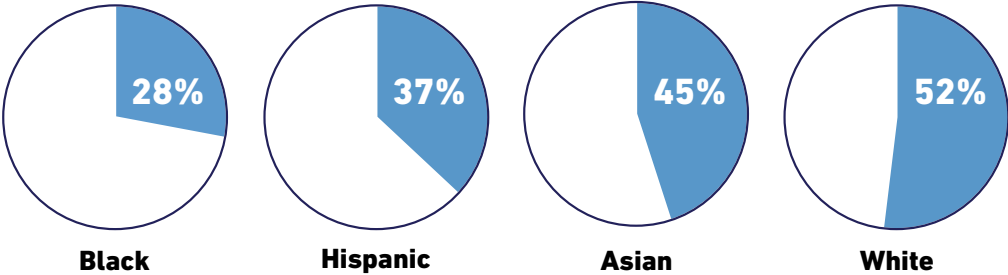
- **Job Growth:** Job growth has outpaced population growth in the same time period, growing by 32% from 431,000 jobs to 568,000 jobs. Job growth spans all industries but has been disproportionately concentrated in the technology sector.
- **Affordable Housing Crisis:** The City of Austin's 2020 Comprehensive Housing Market Analysis identified a gap of approximately 36,000 units in housing supply that are affordable to very low-income households, a shortage that impacts the growing number of unhoused residents of Austin. Affordable housing growth has been limited even though the overall housing supply in the city grew.



- **Active Displacement:** The growth in real estate prices has caused the displacement of low-income and Black, Indigenous, and People of Color (BIPOC) residents from communities across Austin.

- **Racial Inequity:** Income and wealth disparity by race have increased in recent decades in Austin. According to a 2019 study on the racial wealth divide commissioned by the Austin Community Foundation, incomes for Black and Latino households in Austin fell by 9% and 14% respectively between 1980 and 2016. These inequalities are further reflected in the racial breakdown of homeownership rates of Austin householders.

**Racial Breakdown of Austin Home Ownership Rates in 2020**



- **Traffic Congestion and Disparity:** In addition to the rising cost of housing, the increased population has contributed to greater traffic congestion. The 2021 Global Traffic Scorecard ranked Austin as 23rd in America’s most congested cities, with the average Austin driver losing 32 hours to traffic each year.





“

This is a significant milestone, not just for CapMetro, but for the entire city of Austin. As we continue to grow and thrive as a community, we need to ensure that we are building an inclusive city that lifts and supports all Austinites; serves our customers with different needs; of diverse backgrounds and all income levels and bring them along in this journey.

These policies and subsequent reports will help us be more intentional about the development around our city and our stations, minimize displacement and help combat our affordability crisis.

**Sharmila Mukherjee**

*CapMetro Executive Vice President, Chief Strategic Planning and Development Officer*

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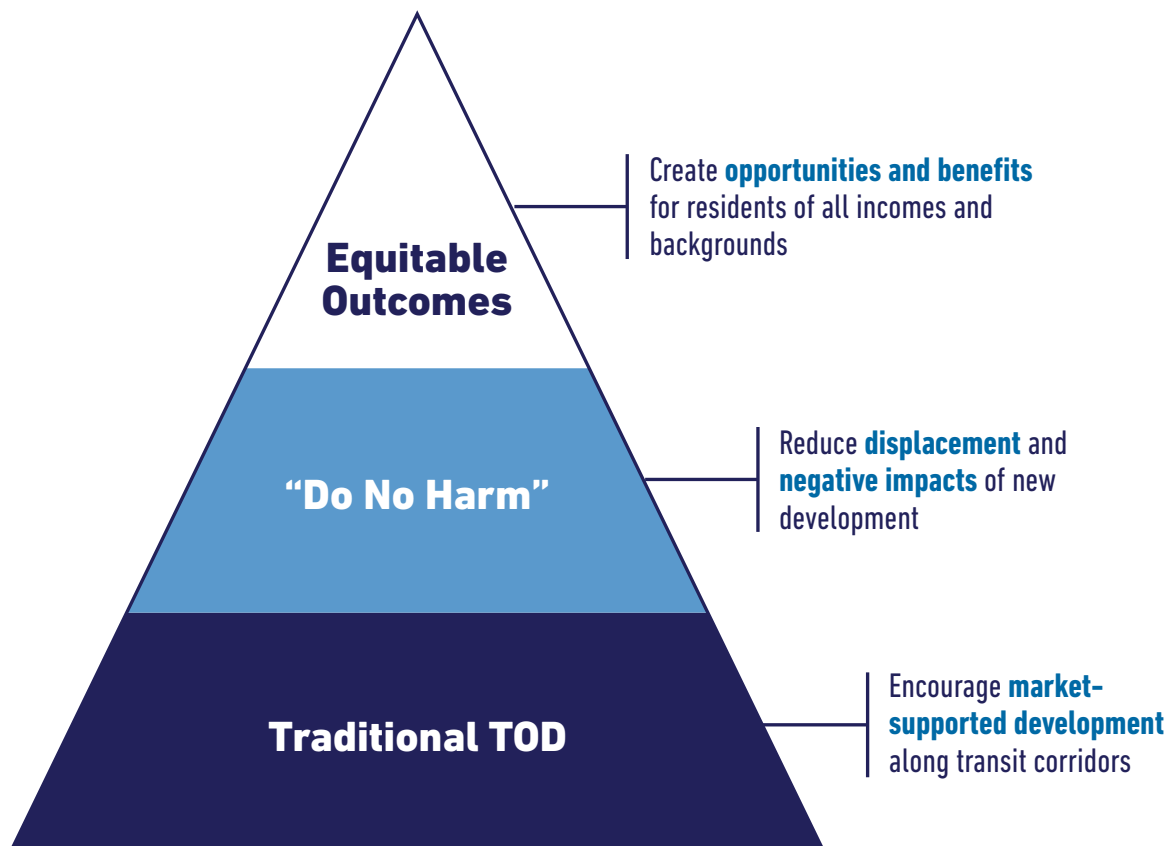


## TOD to ETOD

Traditional TOD refers to a planning and design strategy that promotes compact, mixed-use, pedestrian/bike-friendly communities built around mass transit systems. However, traditional TOD projects often do not benefit everyone equitably and have historically lacked meaningful engagement of people impacted by the implementation of TOD and often result in the rise of property values. This ends up disproportionately displacing low-income households and communities of color.

Equitable TOD works towards building equitable outcomes through proactive actions to ensure that everyone, especially historically marginalized communities of color, can benefit from transit connectivity. At the core of ETOD is the tenet that new transit infrastructure should be accompanied by policies and strategies to mitigate displacement of existing residents and create economic opportunity for all Austinites to thrive.

Achieving equitable outcomes through ETOD requires considering and addressing how transit infrastructure intersects with systemic racism, housing affordability, small business interests, economic opportunity, education, and health. This approach builds upon the priorities outlined within the City of Austin’s Nothing About Us Without Us Racial Equity Anti Displacement Tool by presenting strategies that directly support the needs of Austin’s BIPOC communities. The following graphic demonstrates how equitable TOD approaches can build on traditional TOD across various planning stages.





04

# Project Connect

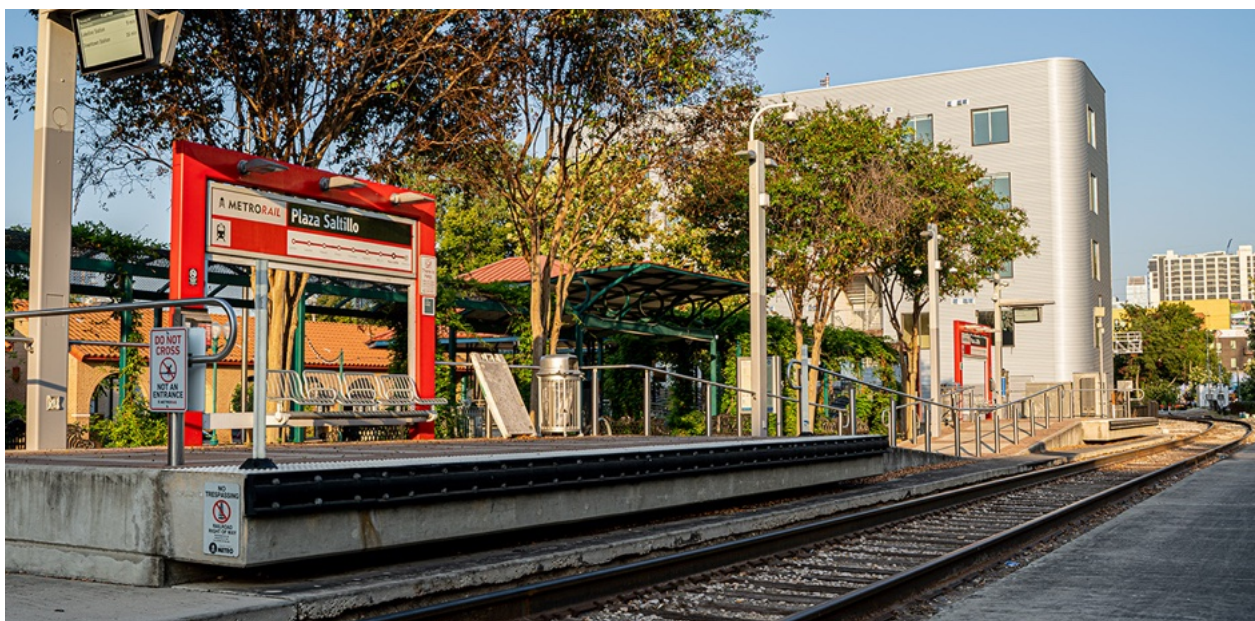
# Project Connect investments will increase the transportation options available and the demand for housing and services near the new transit stations.

Without a proportional increase in housing development and corresponding policies to protect local businesses, many current residents and businesses around transit stations risk being displaced. CapMetro is committed to ensuring that development around transit stations enhances transit ridership, provides community benefits, and encourages equitable outcomes that benefit people who have not historically benefited from infrastructure projects.

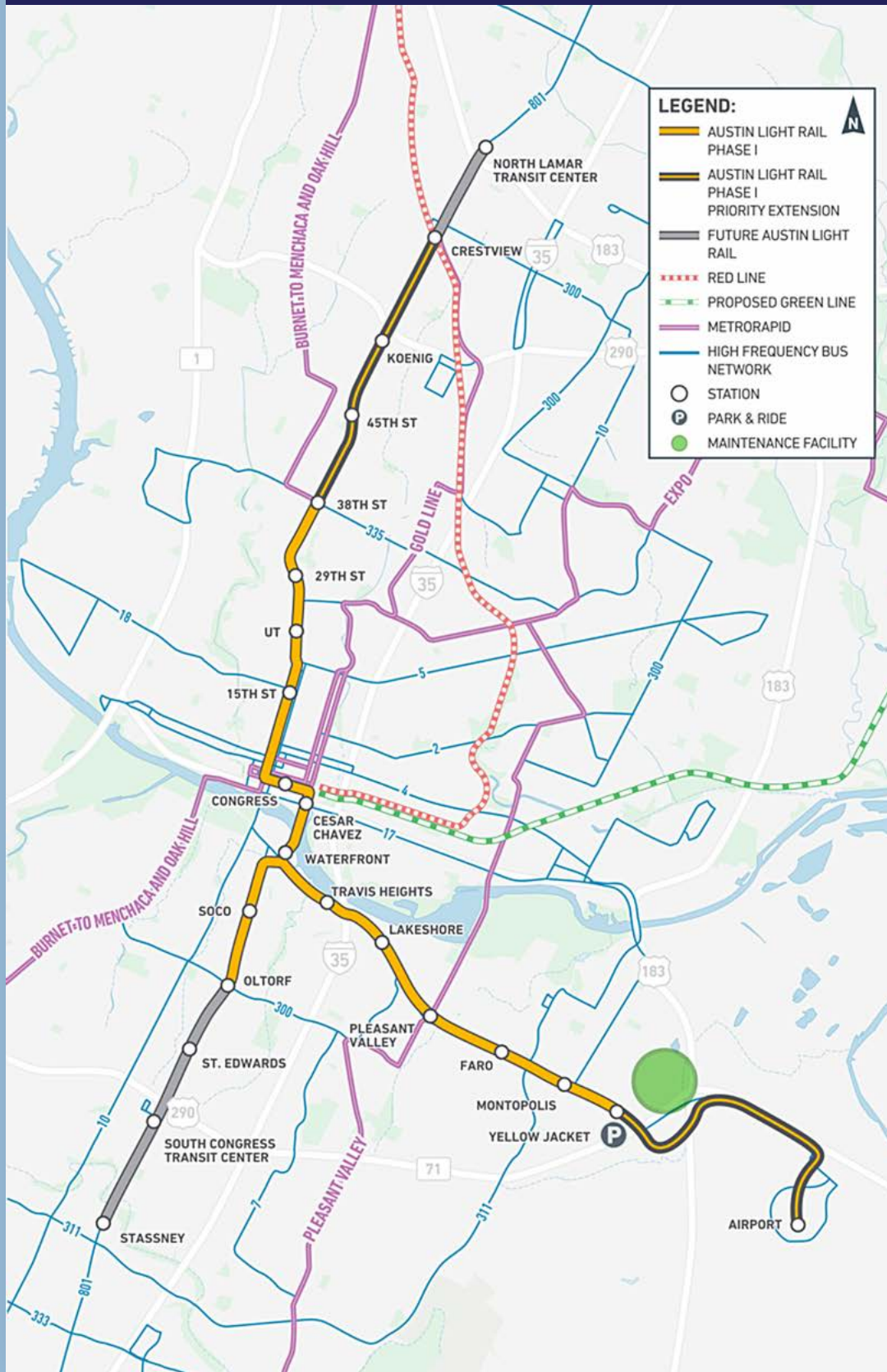


ETOD is built upon previous City initiatives such as the Prop A \$300 million anti-displacement fund, principles set forth by CapMetro as well as the City's 30 ETOD Resolution Goals outlined from the 2021 Council-approved ETOD resolution. The ETOD resolution calls for an ETOD Policy Plan that leads with equity as a guiding principle to planning and implementation and incorporates context-sensitive strategies centered on affordability, increasing transit ridership and displacement prevention. The City of Austin and CapMetro recognize the importance of implementing ETOD across Austin to achieve our community's vision for complete, connected, inclusive communities served by transit.

**The first phase of Austin Light Rail** expands coverage and aligns with ETOD policies by connecting the primarily BIPOC residents of densely populated areas like East Riverside to work and education opportunities throughout Austin. In addition to the Phase 1 alignment, access to the airport was also identified as a Priority Extension, along with 38th Street to Crestview.



# Phase 1 Austin Light Rail Investment



# Goals

CapMetro, ATP and the City of Austin built on the City Council ETOD Goals and Racial Equity Anti-Displacement Tool, learned from the ETOD strategies of other cities and listened to feedback from the local community to create the following 6 goals:

## **Goal 1: Enable all residents to benefit from safe, sustainable, and accessible transportation**

We seek to provide easily accessible, high-quality, reliable transportation that meets the travel needs of existing and new riders. This includes evaluating current transit networks and ridership to determine service gaps and expand the transit service network.

## **Goal 2: Help close racial health and wealth gaps**

This strategy includes (but is not limited to): providing supportive workforce programs, securing affordable housing options easily accessible to employment opportunities, incentivizing commercial uses that provide healthcare and food/grocery options, sustaining the growth and development of small businesses, and empowering homeowners and tenants with legal counsel and funding to strengthen housing stability. In order to achieve this goal, we will need to both increase opportunities for historically disenfranchised communities as well as decrease and remove burdens for these communities in accessing existing opportunities.

## **Goal 3: Preserve and increase housing opportunities that are affordable and attainable**

Our current and future anti-displacement interventions are aimed at protecting existing affordable housing options at risk of redevelopment due to new transit investments. In addition to preservation, we seek to bolster new affordable housing developments that align with existing and future transit-supportive networks.

## **Goal 4: Expand access to high-quality jobs and career opportunities**

Increasing opportunities for economic prosperity includes providing access to better employment options that, at a minimum, provide a living wage. Successfully achieving this goal would reduce the likelihood that a household will be cost-burdened by housing costs, which are often a household's largest expense.

## **Goal 5: Support healthy neighborhoods that meet daily needs**

Equitable Transit-Oriented Developments are most successful when they incorporate commercial, residential, and public uses that support daily household activities such as food shopping, health care visits, outside recreation and gathering, and access to educational opportunities.

## **Goal 6: Expand Austin's diverse cultural heritage and small, BIPOC-owned, and legacy businesses**

This strategy works in concert with Goal 2 to embrace the diversity of businesses that are invited to participate in Transit-Oriented Developments. The invitation includes ensuring that lease spaces are affordable and attainable. We seek to help build operating capacity for businesses that struggle in a high-value real estate market.



METRO



projectconnect

# SYSTEM PLAN

Adopted June 10, 2020

## LEGEND

### LIGHT RAIL

Orange Line

Blue Line

Gold Line

### METRO RAIL

Red Line

Green Line  
Potential Future Extension

### METRO RAPID

Enhanced MetroRapid Route

Potential Future Extension

### METROBUS

Current Frequent Local Routes

### METRO EXPRESS

Current MetroExpress

Future MetroExpress

### METRO ACCESS

Available within CapMetro service area

Current Park & Ride

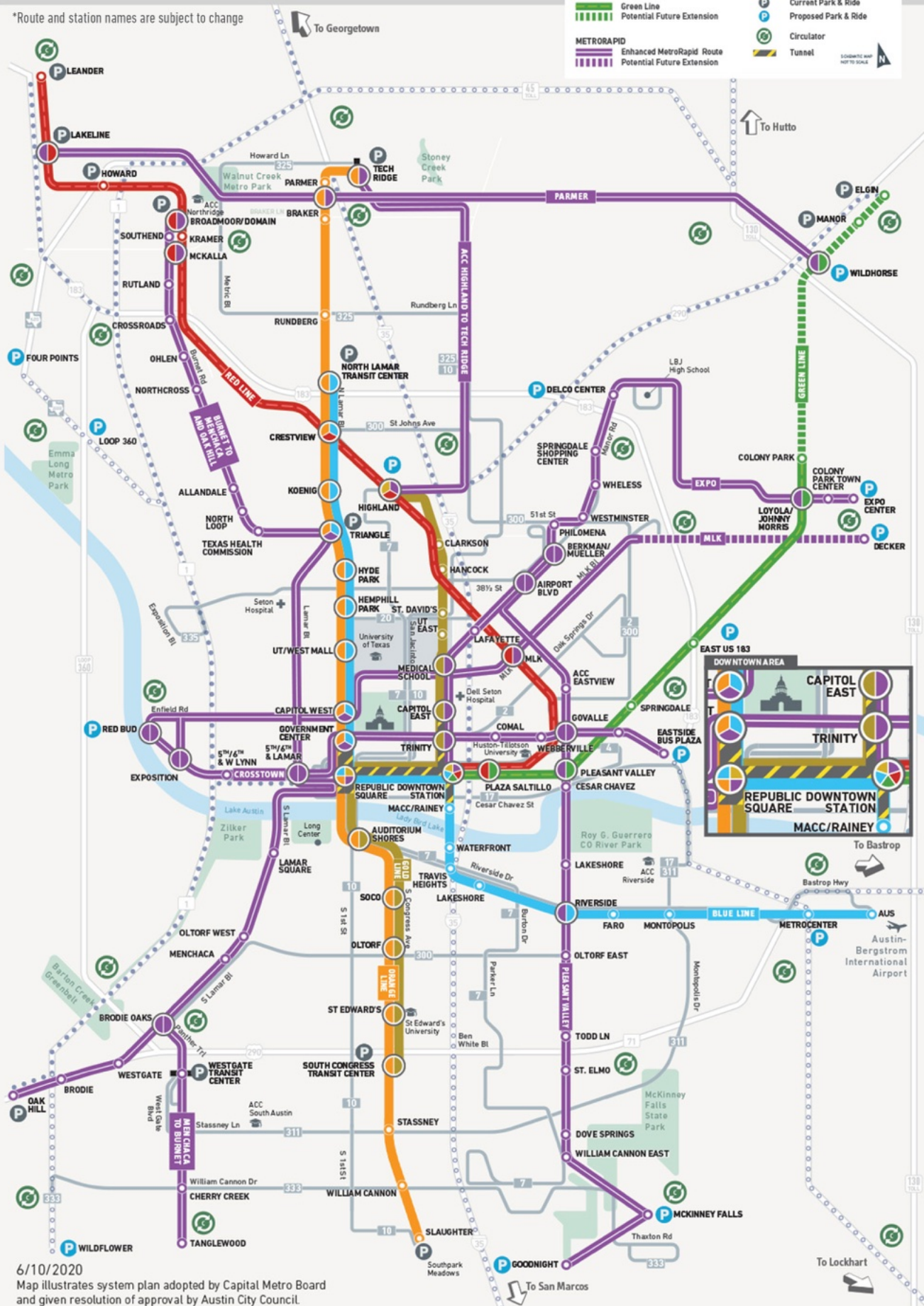
Proposed Park & Ride

Circulator

Tunnel

LEGEND MAP NOT TO SCALE

\*Route and station names are subject to change



6/10/2020

Map illustrates system plan adopted by Capital Metro Board and given resolution of approval by Austin City Council.

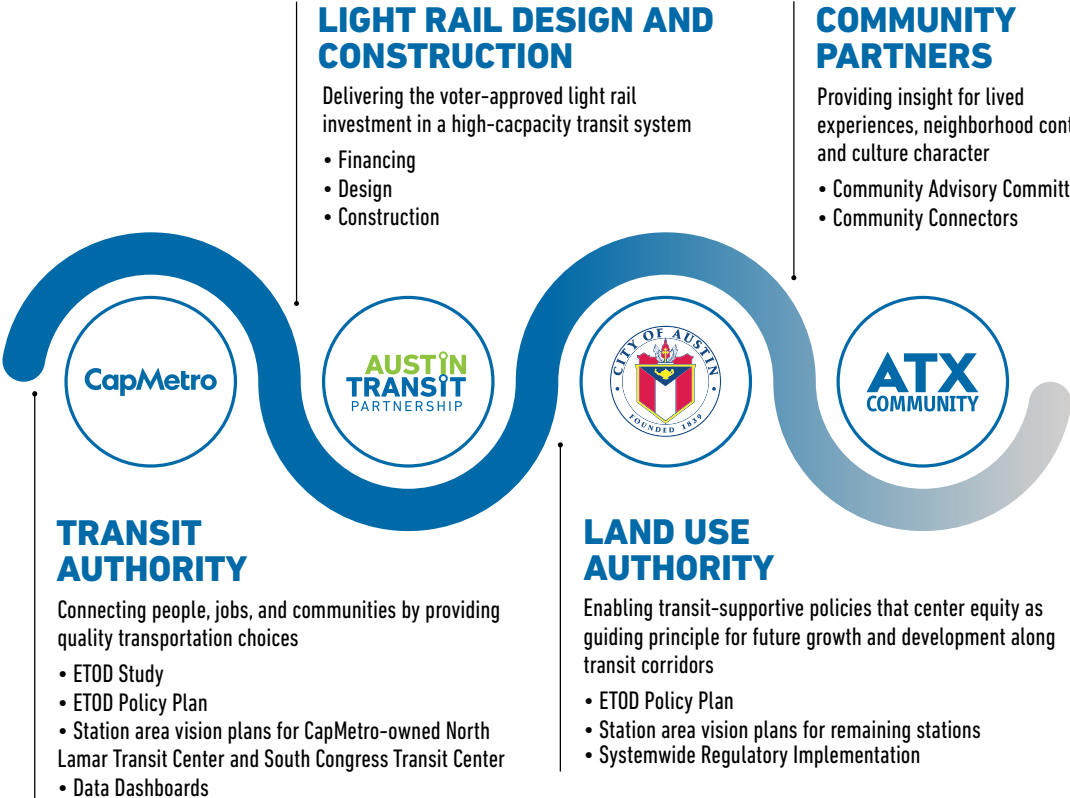
# Project Connect Partnership Structure

The following partners shape ETOD policy, programs, and frameworks to lessen the displacement of local communities, preserve and encourage more housing affordability, stimulate small business growth and create a more equitable quality of life for all.

After Austin voted in November 2020 to implement Project Connect, CapMetro and the City of Austin formed the Austin Transit Partnership (ATP). ATP is an independent local government corporation with the authority and resources to design, construct, and implement Austin Light Rail. The ATP board operates with full transparency and accountability for the community. The City of Austin works closely with CapMetro and the ATP to ensure the Project Connect is built and implemented with full transparency.

The Community Advisory Committee (CAC), a group of community members nominated to advise staff of all three agencies on equity and anti-displacement, formed an ETOD working group that has regularly provided input and worked through analyses and recommendations throughout the ETOD planning process. Community Connectors are compensated community members recruited from across Austin. Out of 141 applications, we selected 12.

The community groups regularly attended project workshops, inputting ideas and considerations essential to guiding the direction of the ETOD policy, design and program. Our Connectors represented everyone from longtime Austinites, to populations who do not speak English as a first language; from Austin’s deaf community to Austin’s LGBTQ+ community; from disabled rights advocates to students and faculty.







# 05

## What We Achieved

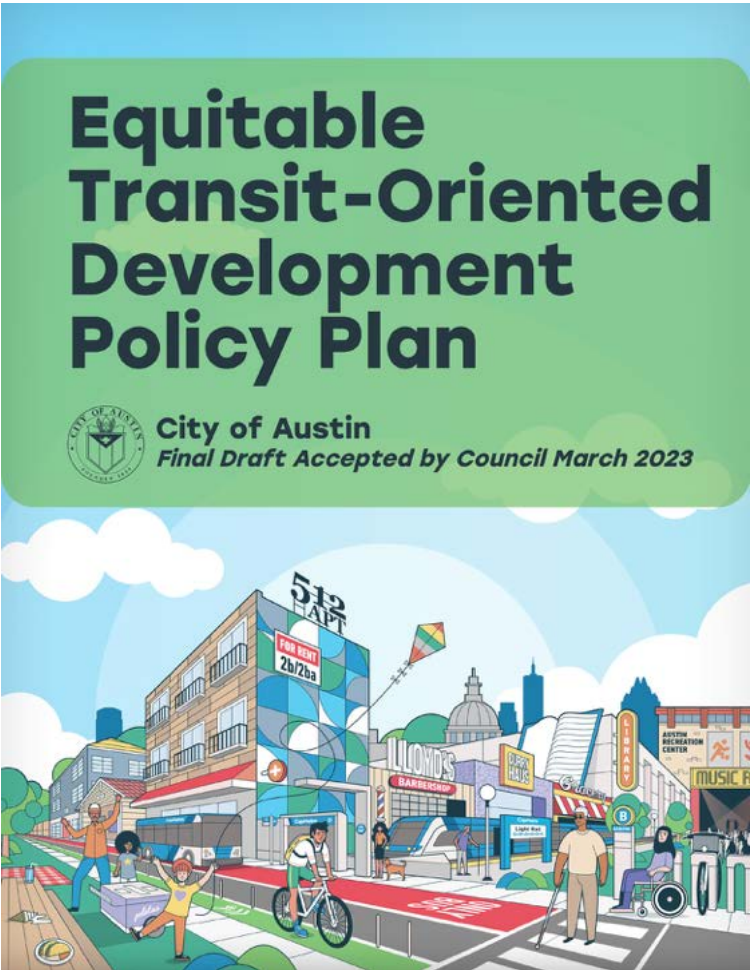
# Key Deliverables

The **Equitable Transit-Oriented Development (ETOD) Policy Plan** is a comprehensive framework to help the Austin community ensure that future development supports residents of all incomes and backgrounds, especially those who have been disproportionately burdened by past transportation and land use decisions.

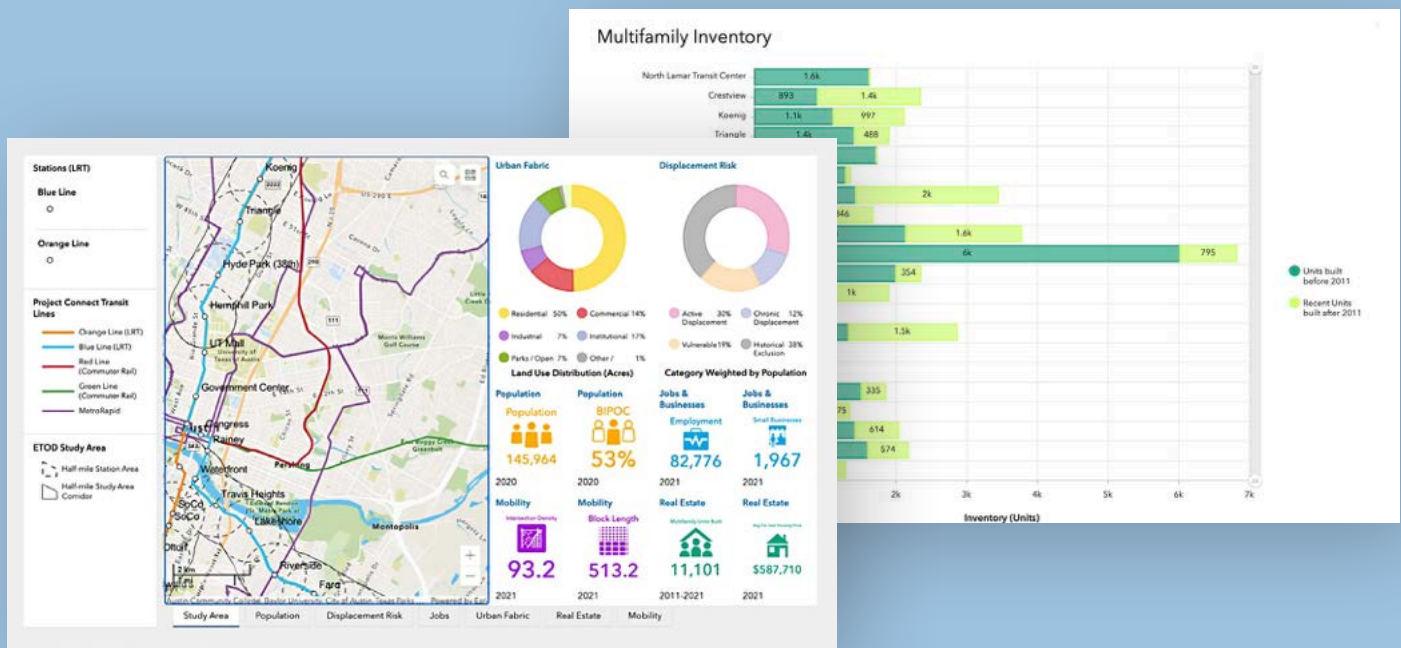
The Plan was created by CapMetro and the City of Austin’s Planning Department with help from ATP and the community. Together, staff and the public drafted the goals for ETOD in Austin, the tools that can help us reach those goals, and the actions we must take to make equity possible in the transit system and the neighborhoods around it. The Plan was accepted by City Council by resolution at their meeting on March 9, 2023.

The **ETOD Policy Toolkit** is a set of 46 policy buildable tools that can be tailored to the goals and needs for each station area. The ETOD Policy Toolkit is incorporated into the policy plan and provides a framework for Project Connect station-area planning and investment so that residents, businesses, and neighborhoods can fully and equitably realize the benefits of transit investment in Austin. The Toolkit allows team members to select from a list of policy tool options and identify funding sources to implement across transit corridors and in specific station areas.

We initiated **Station Area Vision Plans** for the neighborhoods surrounding two CapMetro-owned transit centers along the planned light rail. CapMetro is partnering with the City, crafting responsive land-use policy that grows future ridership, and supports local communities. We use community-established goals as guiding principles in the station area planning process as well as the lessons learned from our engagement strategies. We pivoted our methods to ensure BIPOC residents, low-income earners, daily transit users, people with disabilities and elderly residents were heard after early outreach failed to adequately represent these communities.



[View the full Policy Plan and Toolkit here](#)



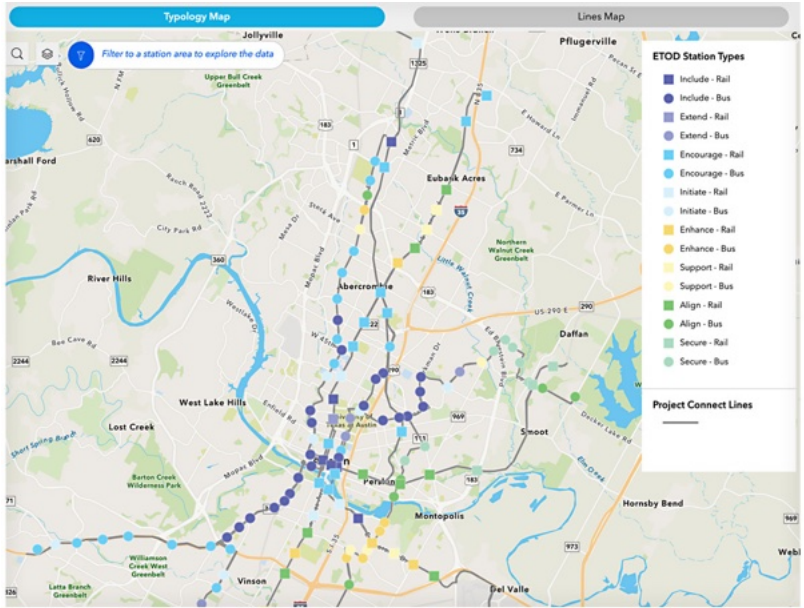
The **Existing Conditions Analysis** was made using 60 data sources for the Project Connect stations along the Austin Light Rail Lines spread across North Central Austin (from the North Lamar Transit Center to Hemphill Park), South Central Austin (from Auditorium Shores to Slaughter), and the Riverside Area (from Waterfront to MetroCenter station near Austin-Bergstrom Airport). CapMetro will expand this analysis to include all stations within the system. The analysis explores each area through 6 dimensions: population, displacement risk, jobs & business, urban fabric, real estate market and mobility. [View the full interactive conditions analysis here.](#)

The **ETOD Priority Tool** is a data-driven framework to prioritize ETOD initiatives and investments. The goal of prioritizing is to minimize displacement risk but also support opportunities to achieve equitable outcomes. The tool is organized into three main tabs:

**Typologies:** Stations are grouped into categories according to shared characteristics that allow decision-makers to tailor policy tools to address unique needs of the people in each area, not market readiness.

**Complete Communities Indicators:** Metrics that describe each station area's progress towards meeting the community's goals for achieving ETOD

**Policy Recommendations:** Applicable policy tools based on the typologies and complete community indicators of each station area. Data feeding this tool is updated by CapMetro with coordination from the City of Austin on a rotating basis to track progress on achieving equitable outcomes as envisioned by the community and Project Connect.

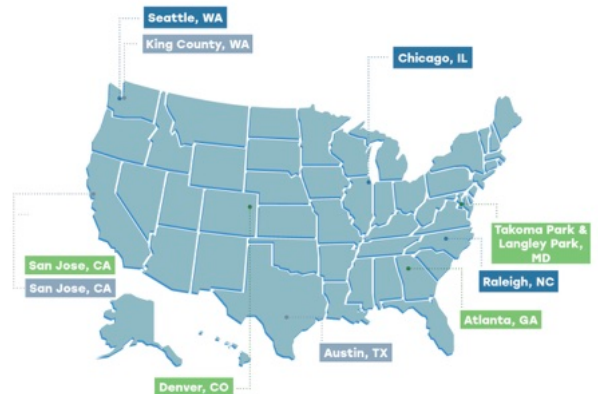


If a station has...	...and is...	...and has experienced...	...its Typology is:
More Residents Today	Historically Exclusionary or Less Vulnerable to Displacement	Rapid Change	Include
More Residents Today	Historically Exclusionary or Less Vulnerable to Displacement	Slow Change	Extend
Fewer Residents Today	Historically Exclusionary or Less Vulnerable to Displacement	Rapid Change	Encourage
Fewer Residents Today	Historically Exclusionary or Less Vulnerable to Displacement	Slow Change	Initiate
More Residents Today	Vulnerable to or Experiencing Displacement	Rapid Change	Enhance
More Residents Today	Vulnerable to or Experiencing Displacement	Slow Change	Support
Fewer Residents Today	Vulnerable to or Experiencing Displacement	Rapid Change	Align
Fewer Residents Today	Vulnerable to or Experiencing Displacement	Slow Change	Secure

[View the ETOD Priority Tool here](#)

## Learning from Existing Studies

We examined ETOD studies from select cities we have the most opportunity to learn from. We reviewed domestic applications to understand policies and programs feasible within Austin, to assess locations with similar demographics and trends and model our strategies after those of other places that also have restrictive laws and prohibit inclusionary zoning, among other equity tools. Each example provides relevant and specifically equity-focused approaches towards transit expansions.





06

Engagement

# Phase I - IV ETOD Engagement by the Numbers

## Total Engagement Counts\*

		Phase 1: Goals and Objectives	Phase 2A: Verify Goals & Discuss Policies	Phase 2B: Policy & Program Application	Phase 3: Station Area Vision Plans	Total Counts
		Winter 2021	Spring 2022	Summer 2022	Spring 2023	Winter 2021 to Spring 2023
<b>Engagement Method</b>	Survey Responses	211	502	281	120	<b>1114</b>
	Focus Group Sessions	10	15	11	7	<b>43</b>
	Focus Group Attendees	52	74	44	28	<b>198</b>
	Focus Group Compensation	\$2,669	\$4,400	\$1,750	\$1,400.00	<b>\$10,219</b>
	Public Meeting/ Workshop Sessions	1	N/A	N/A	4	<b>5</b>
	Public Meeting/ Workshop Attendees	268	N/A	N/A	47	<b>315</b>

\*Phase 4 Engagement commences in fall 2023.

## Engagement Participants by Race

		Engagement Method			
		Surveys	Focus Groups	Combined Methods	Citywide Comparison (Census 2020)
<b>Race</b>	White (Non-Hispanic)	49%	24%	45%	<b>47%</b>
	Hispanic or Latino(a)	31%	49%	34%	<b>32%</b>
	Asian and Pacific Islander (Non-Hispanic)	6%	3%	6%	<b>9%</b>
	Black (Non-Hispanic)	10%	19%	12%	<b>7%</b>
	Native American (Non-Hispanic)	1%	1%	1%	<b>&lt;1%</b>
	Other or Two or More Races (Non-Hispanic)	2%	3%	2%	<b>4%</b>
	<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

## Engagement Participants by Income

		Engagement Method			
		Surveys	Focus Groups	Combined Methods	Citywide Comparison (ACS 2021)
Income	Less than \$25,000	17%	25%	18%	<b>14%</b>
	\$25,000 to \$49,999	22%	38%	25%	<b>17%</b>
	\$50,000 to \$74,999	19%	20%	19%	<b>17%</b>
	\$75,000 to \$99,999	11%	6%	10%	<b>13%</b>
	\$100,000 to \$149,999	17%	5%	15%	<b>18%</b>
	More than \$150,000	14%	6%	12%	<b>22%</b>
	<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>



# What We Heard

A closer look at community members' main priorities around ETOD issues.

## Focus Group Responses

### ACCESS



"I struggle to afford housing on a fixed income, especially since I need to live central for transit. I don't know where to go, this has been my home."

"Folks in the blind community look for bus routes when choosing housing."



### INCOME



"Getting access to affordable housing and assistance programs is hard and complicated."

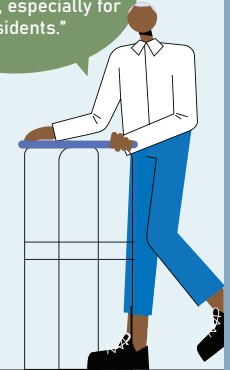
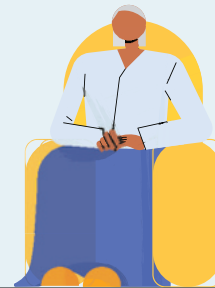
"Rents are at least \$2,500, even if you go far north or south. What can people do?"



### SENIOR CITIZENS

"Focus on offering senior residents the ability to stay and age in place."

"We need more shaded seating areas with benches, especially for older residents."

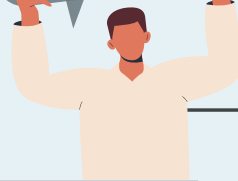


### CAC

"The priority should be getting affordable housing and deeper tiers of housing."

"Expanding home repair is one of the most important programs to help sustain people in place."

"Some affordable housing is owned by people out of state. Landowners don't necessarily care about what's happening in the state they own land in."



1,114 TOTAL RESPONSES

## Survey Responses

### INCOME

40% respondents earn less than \$50,000

"The city of Austin needs to remain affordable and accessible to long time residents. Rent, transit, and green spaces need to be subsidized and made a priority to keep residents from losing their homes and livelihoods."

### SENIOR CITIZENS

19% respondents over 55 years old

"The needs of people with disabilities must be centered here. This includes blind people, deaf people, and wheelchair users, but also cognitive disabilities and the many people who need safe, sanitary rest and bathroom areas."

### RACE

50% BIPOC respondents

"We need to preserve the small businesses especially of minority groups in Austin. It is hard with so many big businesses coming to town...maybe small minority businesses can get special loans or grants."



### 3 Languages

- English
- Spanish
- Hindi







# 07

## Lessons Learned



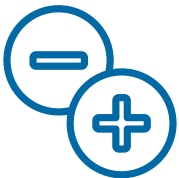
**The importance of partnership** and working together to implement a common vision. The transit operator, regulatory body, implementation and the community bodies need to collaborate to make impactful change. Given the pace of change in the market, no agency can work on ETOD alone.



**Implementation with practical and buildable solutions.** We approached ETOD with the understanding that CapMetro needs to work together with the City to build a common framework, then focus on site-specific implementation (station area vision plans) before finally piloting implementation on CapMetro-owned property. The City will continue to focus on broader systemwide implementation, including updating the Imagine Austin Plan, various Land Development Codes and small area planning around the ETOD station areas.



**Flexibility in policy solutions across stations.** While successful ETOD requires a cohesive framework across the transit system, it needs to adapt to the distinct conditions and needs of different station areas. In some cases, it even requires creative solutions from an individual parcel level or entire corridors. The ETOD Toolkit started with 46 buildable policy tools that identify responsibilities for planning and implementing effective ETODs for the public sector. As we further identify needs and opportunities, additional tools can be added.



**Understanding the benefits and tradeoffs of ETOD.** It's important to acknowledge that market forces that shape neighborhoods will be accelerated by TOD. However, we hold these difficult conversations with the community to articulate how we mitigate displacement and advance public priorities in station areas through additional funding sources, program administration and community engagement. These conversations are necessary to effectively implement ETOD, as well as address potential legal and political limitations.



**Importance of meaningful community engagement.** We spent significant time to be inclusive, transparent and engaging to offer the community the opportunity to co-create. We implemented a range of strategies to hear from the community members that have historically been under-represented and disproportionately impacted by racism, disinvestment and gentrification in Austin.



# 08

## Next Steps

# After establishing a baseline framework through the ETOD Policy Plan, the project partners are focused on implementation.

CapMetro is focusing on the delivery of ETOD through site specific implementation, such as the station area vision plans for CapMetro’s North Lamar Transit Center and South Congress Transit Center. As the land use authority, the City of Austin is implementing ETOD policy tools with a systemwide approach, focusing on regulatory application of the plan, such as amendments to the City’s comprehensive plan, land development code and station area vision planning for the remaining stations. The project teams will continue coordination with the Austin Transit Partnership on the Austin Light Rail implementation.

