

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

**~ Agenda ~**

**Board Liaison** Ed Easton  
512-369-6040

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Monday, August 26, 2019

12:00 PM

Capital Metro Rosa Parks Boardroom

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**I. Pledge of Allegiance**

**II. Safety Briefing**

**III. Public Comment:**

**IV. Advisory Committee Updates:**

1. Update on the Customer Satisfaction Advisory Committee (CSAC)
2. Update on the Access Advisory Committee (AAC)

**V. Board Committee Updates:**

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee

**VI. Consent Items**

1. Approval of Minutes from the July 29, 2019 Board Meeting.
2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to provide broadcast assistance and televise Capital Metro Board of Director meetings and public hearings on the ATXN channel for a base period of one year with nine automatic renewals with an agreed-upon price of \$400 per meeting.
3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with Balfour Beatty Infrastructure, Inc. for additional Plaza Saltillo Signalization services in the amount of \$130,000, for a new contract amount not to exceed amount of \$1,200,640.
4. Approval of a resolution authorizing the President & CEO, or his designee, to amend and restate the Interlocal Agreement with the State of Texas, acting through its Texas Department of Transportation, the City of Austin, County of Travis, and the Capital Metropolitan Transportation Authority (CMTA) for the operation and maintenance of the regional Combined Transportation, Emergency, and Communications Center (CTECC).

5. Approval of a resolution authorizing the President & CEO, or his designee to exercise the four remaining option years, as they occur, on the 209 W. 9th Street lease space with 1303 Properties Ltd. Continuation of the lease allows Capital Metro to provide space for MetroAccess Eligibility and the Transit Store in an amount not to exceed \$742,106.

6. Approval of a resolution authorizing the President & CEO, or his designee, to allocate funding for additional task orders during Option Year 1 of the current contract with Transit Research Consultants (Contract 200317) in an amount up to \$296,000 in FY2020, and not to exceed the original agreed-upon contract amount of \$326,510.

7. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute extensions to the interlocal agreement with Austin Community College for one stop on the Northwest Feeder route for an amount not to exceed \$19,325.

8. Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2019, to September 30, 2020.

9. Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2019, to August 31, 2020, that establishes a flat-fee for paratransit, rail and fixed-route bus services of \$429,000 for the term of the extension.

10. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with Standard Insurance Company for premium payments for life and disability insurance for an additional \$61,000 for the total contract not to exceed an amount of \$986,971.

## **VII. Action Items:**

1. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with New Flyer of America to purchase up to six battery electric transit buses and related equipment in an amount not to exceed \$8,265,154.

2. Approval of a resolution authorizing updates to certain policies adopted by the Board of Directors.

## **VIII. Presentations:**

1. Fleet Strategy Update
2. Proposed FY2020 Budget Update
3. Long Range Financial Plan
4. Project Connect Community Engagement Update

## **IX. Reports:**

1. President's Report

**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:** Wade Cooper, Chair; Delia Garza, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Rita Jonse; Ann Kitchen, Jeffrey Travillion and Pio Renteria.

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

**Capital Metropolitan Transportation Authority MEETING DATE: 08/26/2019**

**Board of Directors**

**(ID # 4457)**

**Update on the Customer Satisfaction  
Advisory Committee (CSAC)**

**TITLE:** Update on the Customer Satisfaction Advisory Committee (CSAC)

**Customer Satisfaction Advisory Committee**  
**Wednesday, August 14 2019**  
**607 Congress Ave, Austin, Texas 78701**  
**6:00 p.m. – 7:30 p.m.**

**Call to Order:**

*Chairman David Foster, Customer Satisfaction Advisory Committee*

Chairman Foster called the meeting to order at 6:35 p.m.

**Introductions:**

Committee members present were Betsy Greenberg, Ephraim Taylor, David Foster, David Shapiro, BJ Taylor

Capital Metro staff present were Yannis Banks, Lawrence Deeter, Dottie Watkins, Jackie Nirenberg, Jesse Marroquin, Kevin Conlan, and Daryl Weinberg

Others present were Sarafina Fabris-Green, Jean Crawford

**Public Communication**

*Members of the public*

Jean - Coming from South getting off 803 to go to the library, there aren't any curb cuts & it is not accessible to wheelchairs. Lawrence – Our Capital Projects group has plans for it and is currently working with the city. It takes lots of coordination. He has asked for updates and will follow up on it. Jean – I made complaint about it 8 months ago but nothing has happened. Lawrence is texting Capital Project. The permit is working thru right of way projects right now. It's not a fast process, but hopefully in 2 months.

Ephraim – Blue Line survey – Has a question about ranking time implementation question. Jackie – It was wonkily worded. We will monitor that question. We heard a lot from that.

**Project Connect Engagement Tracker**

*Jackie Nirenberg, Manager, Community Engagement*

Sarafina – How many respondents are from online. Jackie – A total of just over 500 comments. We need to get so much more. Over 1000 surveys have been done. The awareness is going well but the feedback is what we need more of. CSAC – Have you thought about door to door canvassing. Jackie – We will be doing that in the future. It is included in the scope of the engagement work. CSAC – You can hire someone from the community to do the work. Jackie – Great idea, we are looking to do that. Sarafina – ASMP did work time engagement, like with employees. Have ya'll looked into that? Jackie – That's is something we are looking at. CSAC – Can you tell how many are transit users? Jackie – There is a question on the survey. CSAC – Any plans to do social event outside of downtown area? Jackie – If you have a space where we can we are open to coming out there to do a social event. CSAC – Equity office of Austin has monthly meetings. Do you participate? Jackie – Yannis goes to them.

## August Service Change

*Lawrence Deeter, Principal Planner, Short Range*

CSAC – Why have a stop sign and not a yield sign at the corner of 14<sup>th</sup> and Guadalupe?

Lawrence – For pedestrian safety. CSAC – When did the Contra-Flow lane open? Lawrence – It wasn't supposed to start yet so maybe you were on a testing bus. CSAC – If you live in

Tarrytown could you Pickup to take you to Deep Eddy? Lawrence – Yes. CSAC – Does it take care of the kids from Route 21/22. Lawrence – Yes for the most part. Jean – How much time will it take to get from Kramer to St. David's. Lawrence – The goal is to have vehicles pick you up in 15 mins. Travel time could vary depending on the number of people that would need to be

picked up or dropped off. CSAC – What's the charge for kids to ride? Lawrence - It's the same fare structure as our buses. CSAC – Will there be a map on each Pickup vehicle? Lawrence – We aren't sure if there will be brochures on Pickup vehicles about the other services

## Fiscal 2020 Proposed Operating and Capital Budget Update

*Kevin Conlan, Director of Budget and Financial Planning*

CSAC – Is the 3% raise for the 17% part only? Kevin – The scale is TBD, but in the long-range plan to have scale to cover operators we because they are important to us. Dottie – Under the new contract MV has agreed to have 1 collectively bargained contract for both locations. They have agreed that no employee will go backwards. CSAC – Are there any considerations for

drivers keeping routes? Dottie – In a nutshell drivers pick routes based on seniority, this is an overly simplified explanation. CSAC – Only 7% revenue comes from fares, how does that compare to other cities. Kevin – Other agencies have higher fare recovery but that is in part to our low fares. CSAC – You get your energy from Austin Energy, are you a green choice

customer? Dottie – We are. We are working with Austin Energy to have them contemplate to establish a separate rate class for electric fleets. Also talking to them about the infrastructure we will need for North Ops. We will have to pay for the infrastructure at our site. We think about 200 buses is what we can have there. CSAC – Have you looked at solar panel. Dottie – We have but you can't get enough energy to properly charge. We have looked towards the future though. When we get enough buses & have to do overhead charging, we are thinking that solar panels would be possible. By 2035ish we may be all electric bus fleet. CSAC – How long do they drive until you need to charge them? Dottie – About 120-150 hours depending on a few variables.

CSAC – How long do they drive until you need to charge them? Dottie – About 120-150 hours depending on a few variables.

## Metro Service Alerts

*Daryl Weinberg, Transit Systems Architect*

Capmetro will be rolling out an alert system via SMS that customers will be able to sign up for to alert them of bus delays or changes via bus stop numbers.

## September Meeting

- **Mancha road stop beacon – is it possible to get stop beacons & bus stops to see where they may not match up**
- **PC Update**

- Autonomous vehicles. – Ask Dave Couch who is good for this.
  - Presentation on how they theoretically work

#### **Approval of July 2019 Minutes**

- Change date to July 10<sup>th</sup> 2019
- Ephraim motion to accept
- BJ second.

**Adjourn 7:27**

**Capital Metropolitan Transportation Authority MEETING DATE: 08/26/2019**

**Board of Directors**

**(ID # 4458)**

**Update on the Access Advisory Committee  
(AAC)**

**TITLE:** Update on the Access Advisory Committee (AAC)

**Access Advisory Committee**  
**Wednesday, Aug 7, 2019**  
**2910 E. 5<sup>th</sup> Street, Austin, Texas 78702**  
**5:30 p.m. – 6:35 p.m.**

**Call to Order:**

*Chair Chris Prentice, Access Advisory Committee*

Chairman Prentice called the meeting to order at 5:35 p.m.

**Introductions:**

Committee members present were Chair Chris Prentice, Glenda Born, Estrella Barrera, John McNabb, Molly Birrell, Audrea Diaz, and Mike Gorse.

Capital Metro staff and contractors present were Ricardo Boulware, Kevin Conlan, Julie Lampkin, Raul Vela, Chris Westbrook, Chad Ballentine, Caitlin D'Alton, Rafael Villareal, Martin Kareithi, Nathaniel DeGrandefield Chris Mojica, and Yannis Banks.

**Citizens' Communication**

*Members of the public*

Glenda – Would like to compliment the person who takes care of open returns. Sunday was great. Rides were on times. They were very smooth.

Audrey – Wanted to ask about Sunday ride. When you say that buses are parallel does that also include UT buses? Chad – The UT buses are now considered regular route. Audrea – Can she get a later route on Sunday? Julie – It shouldn't be a problem.

**Statistics / Tech and Pilot Projects Update**

*Julie Lampkin, Manager of Demand Response*

OTP overall goal was met. Productivity was met, which is 1.5 passengers per hours. North base had 0 accidents; South base had 2.94 accidents per 100,000 miles. Access – What are the requirements for subscription rides? Julie – We are looking for passengers who go to same place, same time on same day. Same goes for returning home. We look for a pattern. We look to see if you have been doing this for at least 2 weeks. The subscription process is on a 2-day turnaround. Call center met abandonment rate of less than 5% with 4.2%. South & North Base were below goals with complaints. Had a total of 57 compliments. For the control center we are updating our booking system Aug 24<sup>th</sup> & 25<sup>th</sup>. The system will be down. Agents will be handwriting all the trips. When the system is back up, we will have extra people coming in to help book trips. We will allow customers starting Aug 18<sup>th</sup> seven-day advance booking. Access – Will this be a new Trapeze or another system. Julie – We will be updating to version 18 from 13. Chad – this is also tied to fixed route so it will take up to 18 hours. Julie – Drivers will be working off paper manifest. Access – Will this be on the website? Julie – It will be on the website, hold messages, etc. Access – Make sure the drivers tell blind passengers. Have Braille copies of documents. Julie – We have added 15 additional service hours at peak times on Sunday & 15 additional service hours on Saturday on top of what we have. Access – What is happening with driver retention? Julie – Our service providers are still recruiting. Kevin - We have expanded our

recruitment efforts with a full court press. We will be at multiple community events this weekend as well as running radio ads. Access – One of the things I hear is drivers get into training & they don't stay. What's being done to encourage them to stay. Kevin – All new drivers go thru 120 hours of training. After that process they're on their own. We check in 30/60/90 days check in with them. Our drivers are committed to this service. We offer incentives for great driving & referral incentives for getting new drivers. Chad - Just passed over 6000 registered passengers

### **Pickup Update / Innovation Zones Update**

*Chad Ballentine, Vice President, Demand Response and Innovative Mobility*

Rolling out 4 new Pickup zones in Aug. August 20<sup>th</sup> is Northeast ATX in this area. Aug 21<sup>st</sup> is Walnut Creek (formerly St. David's) Aug 27<sup>th</sup> Northeast ATX (Rogge area), and 28<sup>th</sup> is Exposition neighborhood. Vehicles are getting wraps and there will be bike racks as well as head signs. It is \$1.25 to use it unless you have bus pass, you will use the pass. Operated by North Base facility. On Aug 16 we will have the soft launch. Will use Metro staff to test it. We have had a great response in Manor. It replaced route 470. We will have 5 zones at the end of Aug. We will be rolling out more zones in the next 6 months or so. Access – Thought you were going to do the Hornsby Bend area. Chad – We are working with Travis County on it. We are looking at Pickup but it is looking like it might not be the best fit. Something is going to happen out there; we just aren't sure what it will be yet. Access – Are the zones listed on website & integrated with trip planner on App? Chad – Yes they are on the Cap Metro website. Since it is a separate app we are working on integrating it with the app but it won't happen on launch date. You will be able to see it as an option when you trip plan on cap metro app. We are doing an upgrade on Cap Metro App in Sept. We will give you more info soon. I'm a Beta user and it has been working pretty good.

### **Fiscal Year 2020 Proposed Operating and Capital Budget**

*Kevin Conlan, Director of Budget and Financial Planning*

Kevin - The budged is sound & balanced & meets operating reserve requirements. Access – Do you see any difference based on the various National Administrations (Obama to Trump to next, etc.). Kevin – I've only been here for 2.5 years. The total amount of grant funds available have gone up year after year. We have applied for every grant possible. Martin – Funding from Feds comes from Congress & the administration turns the faucet on to let it flow. Access – How much does an electric bus cost? Kevin – On average \$1 million dollars. Access – 57% of the budget is for operations, is that for the single contract for fixed route buses? Kevin – It's for all services not just fixed routes. Access – We don't have a firm number cause the contract hasn't been approved yet? Kevin - That's correct.

### **Contract Update**

*Rafael Villarreal, Director of Contract Oversight and Service Monitoring*

Access – Cap Metro has dealt with MV for while right? Rafael – They started with us in 2015. They had been around for a while doing more paratransit but now they are doing more fixed route. The board will review the contract again on Aug 12 at the special called meeting.

**August Service Change**

*Caitlin D'Alton, Senior Planner, Short Range*

Basically, there are just minor changes & adding of the 217 due to construction on 183. Also, there will be the opening of the Contraflow lane. We are working with MetroAccess on training operators so they can benefit from this as well. During construction we are breaking route 17 into 2 routes. Access – Will people be able to connect to each route? Caitlin – They will meet at 5<sup>th</sup> & Shady to transfer. Access – Are there signs at those stops? Caitlin – We aren't missing any stops it's just that once you're on the bus you may have a different way to get where you are going. Access – They have been messing around with Slaughter, is that the city or Cap Metro or both? Caitlin – That is a mobility bond project at S 1<sup>st</sup> & Slaughter. It's a vision zero plan. In coordination with the changes we asked the city to relocate one of our bus stops. Access - Ask planning to bring bus stop changes to come to Access. Would be great if we know about stop closures/relocation before it happens.

**Approval of June 2019 Minutes**

*Access Committee*

**Moved by John & second by Mike. Adourned 7:10**

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

***MEETING DATE: 08/26/2019  
(ID # 4456)***

***Approval of Minutes from the July 29, 2019 Board Meeting***

Approval of Minutes from the July 29, 2019 Board Meeting.

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

~ Minutes ~

Board Liaison Ed Easton  
512-369-6040

Monday, July 29, 2019  
12:00 PM

12:10 PM Meeting Called to Order  
3:38 PM Meeting Adjourned

## **I. Pledge of Allegiance**

## **II. Safety Briefing**

Gardner Tabon, Vice President of Risk Management, gave his monthly safety briefing.

## **III. Recognitions**

Chair Cooper and President Clarke recognized Executive Vice President of Planning and Development Todd Hemingson and Deputy CEO Elaine Timbes. Todd recently departed Capital Metro, and Elaine will be retiring from the agency in August.

## **IV. Public Comment:**

Gus Pena, Veterans for Progress, expressed concerns about increasing ridership to the VA Clinic and the new municipal courthouse. Capital Metro may need to increase frequency. His group would also like to see fair and equitable pay raises for bus operators -- overall they are excellent. He praised bus operator Anthony Walker in particular for his ability to diffuse tough situations.

(The following individuals all spoke after the presentation on Action Item #3 -- Contracted Bus Operations and Maintenance Contract.)

Tom Egan from MV Transportation thanked the board for its confidence in the firm. MV is committed to a very good transition, taking care of the people involved, and safety. They have had great conversations with the Amalgamated Transit Union 1091. This was a very thorough process and we are confident that there will not be any problems. We have a great corporate team ready to support this contract.

Ron Barnes from MV Transportation also expressed his thanks. We place a high value on our employees, and on creating a collaborative partnership with Capital Metro. He emphasizes continuous improvement and recognition of employees.

Ben Miller from BMR Janitorial spoke of his experience working with MV Transportation in the past. He believes they will be a great contractor.

Bridgette Thomas, the owner of Bubbles & Suds, has been a subcontractor for both RATPDev and MV and feels that MV is a good company to work with. They have been responsive and fair with her firm.

Brent Payne from ATU 1091 discussed his concerns that wages and benefits not be cut. Insurance needs to be affordable. Capital Metro needs to ensure that front line employees are taken care of. Being ill should not be the cause of a bankruptcy.

Yvonne Luna-McGee, Vice President of ATU and bus operator since 1986, spoke of the difficulties of some many transitions over the years. She feels that RATP should be the recommended contractor -- they have a proven track record that they can handle a contract this large.

Attachment: 190729 Board Meeting Minutes (4456 : Approval of Minutes from the July 29, 2019 Board Meeting)

Darrell Sorrels from ATU 1091 and a fixed route operator, gave a brief overview of previous disputes that the Union has had with Capital Metro. Employees gave up a lot when the contract was awarded to McDonald Transit and he believes they have been unfair. MV needs to understand that they have made promises that he intends to hold them to.

Anthony Walker, East Austin Coalition and bus operator, feels that it is in the best interest of Capital Metro to keep two contractors rather than trusting all of its operations with one. This is a dangerous game. We need to focus on the 2020 referendum. You do not need to follow this recommendation -- in six months you may regret it.

Alexander Jimenez, bus operator, spoke of the erosion of benefits over his 21 years of employment. His son-in-law is a mechanic for MV and cannot afford to cover his wife and two sons under his health insurance. That is shameful, and he feels that employees have not been taken under consideration in this negotiation. He suffers many indignities as a bus operator, but that is his job.

## V. Advisory Committee Updates:

### 1. Update on the Customer Satisfaction Advisory Committee (CSAC)

Yannis Banks, Community Involvement Coordinator, presented the report.

The CSAC Committee met on July 10th and discussed outreach around the Project Connect initiative with Chief Counsel Kerri Butcher. The also received updates on the Guadalupe contra-flow lane; the MetroBike cages; and a progress update on Project Connect.

## VI. Board Committee Updates:

The two board committees did not meet this month, so no report was given.

## VII. Action Items:

### 1. Resolution of Recognition for Deputy CEO/Chief Operating Officer Elaine Timbes.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Wade Cooper, Chair
<b>SECONDER:</b>	Terry Mitchell, Board Member
<b>AYES:</b>	Mitchell, Cooper, Garza, Kitchen, Jonse, Renteria, Travillion, Stratton

### 2. Approval of Minutes from the June 21, 2019 Board Meeting.

<b>RESULT:</b>	<b>ADOPTED [7 TO 0]</b>
<b>MOVER:</b>	Delia Garza, Vice Chair
<b>SECONDER:</b>	Eric Stratton, Board Member
<b>AYES:</b>	Mitchell, Cooper, Garza, Kitchen, Jonse, Travillion, Stratton
<b>RECUSED:</b>	Renteria

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with MV Transportation for contracted bus operations and maintenance services for a period of five years plus two three-year options, with a 5% contingency, in an amount not to exceed \$1,405,337,529.

Vice President of Bus Operations and Maintenance Dottie Watkins presented this item.

Dottie gave a presentation that reviewed the background behind the solicitation, the procurement process, the proposers for the contract, site visits, and the evaluation factors used to select a

recommended vendor. This solicitation used separate evaluation teams for the Technical and Price proposals.

After evaluation of the proposals and Final Proposal Revisions (FPR) were received from the four firms that proposed for this contract, the evaluation team narrowed the selection to two firms: RAPTDev and MV Transportation. Looking at a combination of their technical and price proposals, MV Transportation was a unanimous choice as the recommended firm for this contract. Dottie went through some of the details of the MV proposal, corporate structure, and Disadvantaged Business Enterprise (DBE) utilization. She then reviewed details of MV's price proposal. The plan is for a transition period to begin with approval of a contract and the service switchover to be complete in time for the January, 2020 Service Change.

Chair Cooper then took public comment on this item (see public comments section).

At the conclusion of public comment, Chair Cooper read a portion of a memo submitted by Vice President of Internal Audit Terry Follmer stating that he did not have any concerns with the vendor selection process for this contract, and concurring that MV's proposal represents the best value to the agency.

Board member Kitchen asked for clarification on the health insurance benefit basis in Section 25. Dottie explained that while some items are subject to negotiation with ATU, MV Transportation has pledged to use the wages and benefit levels in the current RATP contract with the union as the starting point or floor for beginning their negotiations.

Vice Chair Garza asked to review the slide from Dottie's presentation that included a timeline of the procurement process. Vice Chair Garza expressed concern that this is the first time she is hearing about some of these operator concerns, and that she has not seen the proposal and other documents that she would like in order to make this decision. As a bus rider herself, she sees what the bus operators go through each day. Without more certainty she cannot support the resolution at this time. President Clarke responded that we are a part of an arrangement dictated by state law that limits our participation in the negotiating process. Regardless of the vendor chosen we would be in the same scenario, since we are not a party in the final labor negotiation.

Board member Travillion expressed that the cost of healthcare benefits is too high, especially when family members are added to a benefit package. We need to ensure that we are offering the best package possible so that employees do not go bankrupt during medical emergencies.

Board member Stratton echoed the same concerns over the high cost of healthcare, but also questioned whether it was the board's role to get into the details of vendor contracts at this level.

Board member Kitchen expressed concerns over language in the scope that says that the vendor will provide health benefits that are "substantially equivalent". She suggested rewording that clause to make it more specific to include costs and types of coverage, and asked if the board could see the final language -- as well as the vendor's proposal -- before approval.

Vice Chair Garza, President Clarke, and Chief Counsel Kerri Butcher had a discussion of the legalities and sequencing around allowing the negotiations to take place between MV and ATU and then bringing the final agreement back to the board for approval.

Chair Cooper commented that while he understands the need for clarity, he has full faith that the ATU Union leadership will be strong advocates for our bus operators at the negotiating table. He would be in favor of awarding the contract to MV, knowing that wages and benefits are already benchmarked and will not go down from the current labor agreement.

Dottie spoke and said that in her many months working through this procurement, she is very confident that MV is committed to taking care of the front-line employees.

Board member Stratton asked if it might be appropriate to postpone this item until August. Board member Renteria added that given the confusion of what the board can or cannot do, it might be best to wait.

Tom Egan from MV responded to comments from board member Kitchen to reassure the board that the company was committed to bringing salaries and benefits up to the level of the 2910 bus facility.

President Clarke spoke to the importance of moving this forward fairly quickly to allow time for a full transition.

Board member Stratton made a motion, board member Renteria seconded, that this item be postponed until a special meeting with a majority of the board can be convened on August 12th. After comments from board member Kitchen that she could not attend, board member Stratton amended his own motion to say a special meeting as soon as can be arranged to meet board member schedules. President Clarke asked for clarification that the motion for as soon as possible meant a majority of the board, not the full board.

Vice Chair Garza commented that while she appreciates the postponement, and the optimism of so many board members in this being a great deal for everyone, having been through many bargaining sessions she does not share that optimism. If nothing really changes between now and final vote she will not be able to support it.

Motion to postpone subject to rescheduling passes 8-0.

**RESULT: TABLED**

**Next: 8/12/2019 12:00 PM**

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with PFM Asset Management, LLC, for Investment Management and Financial Advisory Services for a base period of three years and two one-year option periods in an amount not to exceed \$915,250.

CFO Reinet Marneweck presented this item.

This contract would provide financial advisory and investment management services. PFM is the vendor currently providing these services to Capital Metro, and we have been happy with their work. They provide similar services to the City of Austin, DART, Houston Metro and Travis County.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rita Jonse, Board Member

**SECONDER:** Terry Mitchell, Board Member

**AYES:** Mitchell, Cooper, Garza, Kitchen, Jonse, Renteria, Travillion, Stratton

5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with CC West Printing for the fabrication of signage assemblies and spare parts for a contract term of five (5) years for a total contract amount not to exceed \$943,080.

Vice President of Capital Projects Ken Cartwright presented this item.

Ken gave a brief presentation noting some of the features of the new signage. By the end of 2019, all 2375 bus stops should have the new, consistent signage.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sabino Renteria, Board Member
<b>SECONDER:</b>	Eric Stratton, Board Member
<b>AYES:</b>	Mitchell, Cooper, Garza, Kitchen, Jonse, Renteria, Travillion, Stratton

6. Approval of a resolution authorizing the President & CEO, or his designee, is authorized to finalize and execute an interlocal agreement with the Capital Area Rural Transportation System (CARTS) for construction and joint operation of the Eastside Bus Plaza (EBP) and to contribute \$1,500,000 in local funds to the project.

Vice President of Capital Projects Ken Cartwright presented this item.

Ken gave a presentation with an overview of this project, which would provide a new hub of operations for CARTS in Austin, and also provide a transfer point for Capital Metro routes. Currently CARTS is located at Plaza Saltillo, but they have identified a place to build a multimodal facility where East 5th Street and Cesar Chavez meet. TxDOT currently owns the site and have leased it to CARTS. Ken reviewed some of the features of the new facility and building, including a 24-hour driver restroom.

Ken recognized Dave Marsh from CARTS, who thanked Capital Metro for their support and spoke to the new for this new facility. He sees great potential for this partnership.

Board member Stratton asked about who will maintain the restrooms and the ability of the public to use the restroom. Ken responded that the restrooms will be open to the public while the CARTS office is open, but not after hours. President Clarke added that while the board has had discussions about providing public bathrooms at some of our larger transit facilities, the cost of maintaining them is prohibitive so we are continuing explore ways to perhaps partner to share those costs as we try to find ways to provide them.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sabino Renteria, Board Member
<b>SECONDER:</b>	Jeffrey Travillion, Board Member
<b>AYES:</b>	Mitchell, Cooper, Garza, Kitchen, Jonse, Renteria, Travillion, Stratton

## VIII. Presentations:

### 1. Strategic Plan Update

Deputy CEO Elaine Timbes presented this item.

In her last appearance before the board before her retirement, Elaine walked the board through recent updates to the Capital Metro Strategic Plan, including the four key goal areas strategic measures, and strategic initiatives. She also outlined next steps in developing plan scorecards and business unit plans.

Elaine thanked the Board, President Clarke, and consultant Patti Summerville for their assistance in getting the plan to this point.

Vice Chair Garza asked about adjustments to scorecard weights that had been discussed previously. Board member Stratton asked about progress in getting the scorecard and KPIs posted on the Capital Metro website.

### 2. Project Connect Monthly Update

The update was postponed this month due to time constraints.

## IX. Reports:

### 1. President's Report

President Clarke presented his report, which this month included the delivery of new MetroExpress coach buses; two grants the agency recently received that will help us purchase new electric buses; the recent employee celebration at the Millennium Youth Complex; and Deputy Chief of Staff Sam Sargent being recognized as a Mass Transit Magazine "Top 40 Under 40".

## 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:** Wade Cooper, Chair; Delia Garza, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Rita Jonse; Ann Kitchen, Jeffrey Travillion and Pio Renteria.

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

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 08/26/2019  
(ID # 4450)**

***ILA with City of Austin for Board Meeting Broadcast Services***

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to provide broadcast assistance and televise Capital Metro Board of Director meetings and public hearings on the ATXN channel for a base period of one year with nine automatic renewals with an agreed-upon price of \$400 per meeting.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019  
(ID # AI-2019-1085)**

**ILA with City of Austin for ATXN Board Meeting Broadcasts**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to provide broadcast assistance and televise Capital Metro Board of Director meetings and public hearings on the ATXN channel for a base period of one year with nine automatic renewals with an agreed-upon price of \$400 per meeting.

**FISCAL IMPACT:**

Funding for this action subject to approval of the FY2020 Operating Budget.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

4. Valued Community Partner

Strategic Objectives:

4.1 Brand Reputation

**EXPLANATION OF STRATEGIC ALIGNMENT:**

Broadcast of Capital Metro monthly board meetings is an important part of the agency's commitment to transparency and openness. Televising meetings on ATXN also encourages public input as Capital Metro continues to develop transit solutions for the Austin and surrounding areas.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and is recommended for approval by the Operations, Planning and Safety Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

Services provided under the Interlocal Agreement include television production, technical support, and broadcasting of board meetings and public hearings. This helps information about Capital Metro ridership, finances, contracting and other initiatives reach as wide an audience as possible when these meetings are televised on local cable channel ATXN. In addition, Capital Metro is required under the Texas Open Meeting Act to make recordings of board meetings available over the internet, and ATXN production staff work to ensure that these recordings are professionally done and of high quality. ATXN (formerly Channel 6) and Capital Metro staff have worked together on these productions for more than a decade.

Other Capital Metro meetings may also be covered as agreed upon by Capital Metro and the City of Austin.



DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1085)**

**ILA with City of Austin for ATXN Board Meeting Broadcasts**

WHEREAS, Capital Metro wishes to enter into and ILA with the City of Austin in order to provide broadcast access to Capital Metro board meetings by televising the meetings on ATXN; and

WHEREAS, these broadcasts provide members of the public with up-to-date information on Capital Metro and the activities of the board; and

WHEREAS, the Board of Directors in cooperation with the City of Austin would like to continue the opportunity to televise the Capital Metro Board Meetings in cooperation with ATXN.

NOW, THEREFORE, BE IT RESOLVED that the President & CEO, or his designee, is authorized to finalize and execute an Interlocal Agreement with the City of Austin to provide broadcast assistance and televise Capital Metro Board of Director meetings and public hearings on the ATXN channel for a base period of one year with nine automatic renewals with an agreed-upon price of \$400 per meeting.

\_\_\_\_\_  
**Secretary of the Board  
Eric Stratton**

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

Attachment: Resolution-AI-2019-1085 (4450 : ILA with City of Austin for Board Meeting Broadcast Services)

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

**MEETING DATE: 08/26/2019**  
**(ID # 4449)**

***Contract Modification with Balfour Beatty for Saltillo Crossings***

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with Balfour Beatty Infrastructure, Inc. for additional Plaza Saltillo Signalization services in the amount of \$130,000, for a new contract amount not to exceed amount of \$1,200,640.

***Signalization of San Marcos Street and Attayac and Medina Paseos for Plaza Saltillo Development***

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with Balfour Beatty Infrastructure, Inc. for additional Plaza Saltillo Signalization services in the amount of \$130,000, for a new contract amount not to exceed amount of \$1,200,640.

**FISCAL IMPACT:**

Funding for this action is available in the FY2019 Capital Budget.

**STRATEGIC GOAL ALIGNMENT:**

Deliver High Quality Customer Experience

**STRATEGIC OBJECTIVE:**

1.1 Promote a culture of safety

**EXPLANATION OF STRATEGIC ALIGNMENT:**

Installing an active grade crossing warning system at San Marcos Street and the Paseos at Attayac and Medina will enhance the North/South access to the Plaza Saltillo Development. The San Marcos Street signals will provide safe access for vehicular and pedestrian traffic. Attayac and Medina Paseos will provide safe pedestrian crossings.

**BUSINESS CASE:**

The signalization of San Marcos Street and Attayac and Medina Paseo's is a requirement of the executed Plaza Saltillo Ground Lease dated May 26, 2017 and the City of Austin's Plaza Saltillo Regulating plan.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and recommended for approval by the Operations, Planning and Safety Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

In May 2017 Capital Metro executed a ground lease for the Plaza Saltillo property. The agreement requires Capital Metro to install signals at San Marcos Street and the Attayac and Medina Paseos. Adding three active grade crossing warning systems consisting of bells, flashing lights and crossing gate arms to these crossings will improve bicycle and pedestrian safety.



**SBE PARTICIPATION:**

The SBE goal is 7% and the current goal attainment is 26.09%). The following is the status of SBE subcontractors in this contract:

<b>SBE Subcontractors</b>	<b>Status</b>	<b>Race/ Gender</b>	<b>Services / Products</b>	<b>Commitment</b>	<b>Current Attainment</b>
Alman Construction Services, L.P. – Dallas, TX (DBE)	Active	Hispanic American Male	Supply & Install Metered Poles	3.14%	4.89%
Hafco Services, Inc. – Austin, TX (DBE)	Active	Hispanic American Male	Supply & Install Concrete Panels	3.86%	21.20%
				<b>7.00%</b>	<b>26.09%</b>

**PROCUREMENT:** On October 18, 2017, following Board of Directors authorization via resolution AI-2017-529, Capital Metro awarded a contract to Balfour Beatty Infrastructure, Inc., for Plaza Saltillo Signalization to furnish and install three grade crossing warning systems with bells, flashing lights and gate arms at San Marcos Street and the Attayac and Medina Paseos in an amount not-to-exceed \$920,640. Modifications to the contract within the Procurement Policy of up to \$150,000 above the board award have been made for change orders in the amount of \$114,278, leaving \$35,722 for completion. However, this amount will not adequately fund the remainder of the contract and an increase in the amount of \$130,000 is requested, for a new total not to exceed amount of \$1,200,640.

**RESPONSIBLE DEPARTMENT:** Real Estate and Property Asset Management



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1082)**

**Signalization of San Marcos Street and Attayac and Medina Paseos for Plaza  
Saltillo Development**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and the Capital Metro management team recognize that train speeds and frequencies are higher on the commuter corridor than those on the freight corridors; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to create a safe bicycle and pedestrian environment at crossings located along the commuter corridor.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract modification with Balfour Beatty Infrastructure, Inc. for additional Plaza Saltillo Signalization services in the amount of \$130,000, for a new contract amount not to exceed amount of \$1,200,640.

\_\_\_\_\_  
**Secretary of the Board  
Eric Stratton**

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

Attachment: Resolution-AI-2019-1082 (4449 : Contract Modification with Balfour Beatty for Saltillo Crossings)



# OVERALL SITE PLAN

Austin, TX

***Update to ILA for Operations and Maintenance at CTECC***

Approval of a resolution authorizing the President & CEO, or his designee, to amend and restate the Interlocal Agreement with the State of Texas, acting through its Texas Department of Transportation, the City of Austin, County of Travis, and the Capital Metropolitan Transportation Authority (CMTA) for the operation and maintenance of the regional Combined Transportation, Emergency, and Communications Center (CTECC).

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019**

**(ID # AI-2019-1071)**

**ILA for Operations and Maintenance of the CTECC**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to amend and restate the Interlocal Agreement with the State of Texas, acting through its Texas Department of Transportation, the City of Austin, County of Travis, and the Capital Metropolitan Transportation Authority (CMTA) for the operation and maintenance of the regional Combined Transportation, Emergency, and Communications Center (CTECC).

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

1. High Quality Customer Experience
2. Valued Community Partner

Strategic Objectives:

- 3.7 Adherence to Safety Management Systems

**EXPLANATION OF STRATEGIC ALIGNMENT:**

Joining with our regional stakeholders in the operation of the CTECC improves CMTA's ability to serve our customers by coordinating our daily and emergency operations with our regional public service partners.

**BUSINESS CASE:**

The CTECC members consist of regional public safety and public service agencies that formed a coalition with a common vision of improved public service through collaboration. This regional coalition developed a mission to deliver nationally recognized public safety and public service by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. The regional coalition desires to maintain a role as leaders in the delivery of transportation and emergency services by ensuring that the CTECC systems are cost effective, sustainable, reliable, technologically innovative, and support the needs to the users and the community by entering into the agreement.

The Agreement provides for the organizational structure and funding to support the operation and maintenance of the CTECC and the following associated programs, all or a portion of which are in the facility:

Austin-Travis County Emergency Operations Center,  
Computer Aided Dispatch System,  
City of Austin Fire and ATCEMS Record Management System,  
City of Austin Police Records Management System, 9-1-1 System, and

Attachment: Resolution-AI-2019-1071 (4447 : Update to ILA for Operations and Maintenance at CTECC)



Intelligent Transportation System/Transportation Management Systems.

Amending and Restating the Interlocal Agreement for operations and maintenance of the CTECC is necessary to keep the document current in the areas of Emergency Meetings, Notice of Membership or Proxy, General Manager Duties, Funding, Mediation of Disputes, Gratuities, Conflict of Interest, and TxDOT Logo Use.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and is recommended for approval by the Operations, Planning and Safety Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

CMTA entered into Interlocal Agreements with the State of Texas, acting through its Texas Department of Transportation, the City of Austin, and County of Travis on October 10, 2002 to participate in the CTECC. As a CTECC partner CMTA provides more reliable and efficient day-to-day services to our customers and coordinates closely with our regional public service partners during emergency and disaster operations to provide support to the impacted community and effectively manage our operations in emergency conditions. The facility also provides a cost-effective facility for the CMTA Information Technology department daily and emergency technology operations.

**DBE/SBE PARTICIPATION:** Does not apply.

**PROCUREMENT:** Does not apply.

**RESPONSIBLE DEPARTMENT:** Security



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1071)**

**ILA for Operations and Maintenance of the CTECC**

WHEREAS, The Board of Directors and Capital Metro Management is committed to the participation in and the support of the Combined Transportation, Emergency, and Communications Center (CTECC); and

WHEREAS, working with our public service partners in the CTECC allows Capital Metro to participate in a regional coalition. This participation improves Capital Metro's service to our customers by coordinating our daily and emergency operations with our regional stakeholders who are focused on similar missions.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President/CEO, or his designee, is authorized to amend and restate an Interlocal Agreement with the State of Texas, acting through its Texas Department of Transportation, the City of Austin, and the County of Travis for the operation and maintenance of the Combined Transportation, Emergency, and Communications Center.

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

\_\_\_\_\_  
**Secretary of the Board**  
**Eric Stratton**

Attachment: Resolution-AI-2019-1071 (4447 : Update to ILA for Operations and Maintenance at CTECC)

## CMTA CTECC ILA Amendment Summary

The substantive changes to the agreement are:

1. Organization structure updates, which help define the responsibility, authority, and role of the governing and operating boards and general manager (Exhibit A);
2. Added a section that recognizes the manager committee duties (section 8);
3. Updated the agreement where necessary (including in definition of COA) to recognize that the City's Transportation Department will co-locate and assume duties at CTECC; and
4. Shortened total length of the term of the agreement going forward to 10 years (it will automatically renew each year for 10 years) from effective date (date the last party signs it), instead of for 33 more years, which has been the total term for the current agreement. (Section 2)
5. New definition for working day (the term is necessary for the dispute resolution processes); (Page 7)
6. New provision that permits Governing Board to hold emergency meetings (section 6.H.);
7. New language that addresses amendments to the agreement and the exhibits (section 5);
8. Moved some existing language under Duties of General Manager (which didn't describe duties) to a new section titled Limitations on General Manager (section 9.E.);
9. TxDOT added some standard terms related to conflict of interest and use of TxDOT logos under the Miscellaneous heading (section 19) that the agency attorneys require in all interlocals (see 19.Q., 19.R., 19.S.);
10. The term CEC (Combined Emergency Communications) has been changed throughout the document to CTECC; and
11. Language concerning notice about who will serve on the Operating Board and who will serve as that person's proxy was previously listed in an Exhibit. It has been moved into the agreement in section 7, as 7.F.

The following minor changes were made to make the agreement clearer and more readable:

1. Most passive voice has been changed to active voice;
2. Defined terms were only used once;
3. Whenever possible without changing the substance, archaic words were removed or replaced with simpler words, redundant words were removed;
4. Instead of a long list of recitals being incorporated into the agreement by reference these were converted into section 1; and
5. Four Exhibits have been collapsed into one Budget Current Year exhibit (Exhibit B), and one has been deleted and a more flexible option (list of members and proxies) included instead.

**AMENDED AND RESTATED  
INTERLOCAL AGREEMENT  
FOR OPERATIONS AND MAINTENANCE OF THE  
COMBINED TRANSPORTATION, EMERGENCY  
AND COMMUNICATIONS CENTER**

**STATE OF TEXAS           §  
COUNTY OF TRAVIS       §**

This Amended and Restated Interlocal Agreement (the “Agreement”) is between the **State of Texas**, acting through its **Texas Department of Transportation**, the **City of Austin**, **County of Travis**, and the **Capital Metropolitan Transportation Authority**, (collectively the “Parties” or individually the “Party”) each acting through their respective duly authorized officers or employees.

**1.     History of CTECC**

The Parties entered into an Interlocal Agreement that was effective on October 10, 2002 (“Original Agreement”), for the operation and maintenance of a regional Combined Transportation, Emergency and Communications Center (“CTECC”) and related emergency functions.

The Parties, consisting of regional public safety and public service agencies, formed a coalition with a common vision of improved public service through collaboration. This regional coalition developed a mission to deliver nationally recognized public safety and public service by working together in a spirit of cooperation, trust, dedication, honesty, commitment, and accountability. The regional coalition desires to maintain a role as leaders in the delivery of transportation and emergency services by ensuring that the CTECC and Systems are cost effective, sustainable, reliable, technologically innovative, and support the needs of the users and the community by entering into this Agreement.

This Agreement provides for the organizational structure and funding to support operation and maintenance of CTECC and the following associated programs, all or a portion of which are located in the Facility:

Austin-Travis County Emergency Operations Center,  
Computer Aided Dispatch System,  
City of Austin Fire and ATCEMS Records Management System,  
City of Austin Police Records Management System,

9-1-1 System, and  
Intelligent Transportation System/Transportation Management Systems.

To date, the Parties have developed the CTECC by providing a site and designing and constructing a Facility and Systems.

The Parties amend and restate the Original Agreement.

2. **Term of Agreement.** This Agreement is effective on the date the last Party executes it (the “Effective Date”). Subsequently, this Agreement automatically renews each October 1st for up to ten (10) years, unless earlier terminated as provided in Section 17. If not terminated earlier, this Agreement terminates on October 1, 2029.

3. **Definitions.**

**Agency** means a department or unit of one of the Parties that has ongoing daily operations at CTECC.

**Budget** means the applicable portion of the Operating Budget, or Capital Costs Budget, both as defined in **Section 10** of this Agreement.

**Cap Metro** means the Capital Metropolitan Transportation Authority.

**COA** means the City of Austin, which has several departments or divisions participating in this Agreement, including:

**COA-AFD** means the City of Austin Fire Department.

**COA-APD** means the City of Austin Police Department.

**COA City Manager** means the City of Austin City Manager, or designee.

**COA-ATD** means the City of Austin Transportation Department

**COA-HSEM** means the City of Austin Homeland Security and Emergency Management Department

**COA Program Management and Administrative Services Costs** means those COA expenses, not otherwise included as a Cost, that are associated with providing management and administrative services for the Program, which are reimbursed as if COA were a third-party vendor of those services (e.g., mail service, IT support).

**Costs** means:

**Capital Costs** means all costs associated with any additions, repairs, replacement, or upgrades to the CTECC and the Systems it supports after their initial construction is completed.

**Internal Program Costs** means all costs each Party must annually budget to pay all expenses associated with each System it operates out of the Facility, including Internal Program Employee Costs, but excluding the Capital Costs and Operating Costs allocated under this Agreement.

**Operating Costs** means all costs incurred to occupy and use the Facility, including building system services, custodial services, grounds maintenance, and the normal, periodic maintenance, tuning, servicing, inspecting, parts replacement and repair, and other similar activities that are intended to keep the Facility and Systems functioning efficiently, maintain their useful life, and reduce the probability of failures and includes Commodities Costs, Contractual Costs, and System Costs, as further defined below.

**Commodities Costs** means all costs associated with outright purchase of goods and services, such as photographic supplies, developing and printing; educational materials; books; office supplies; computer supplies; computer software; small tools and minor equipment; and minor computer hardware.

**Contractual Costs** means all costs associated with setting up contracts to supply goods and services, such as rental of copy machines; pagers; utility costs; vehicle maintenance and fuel costs; vending machines; education and seminar fees; travel for training; mileage reimbursement; Facility insurance and content insurance for Shared Systems; building maintenance; security services; office equipment maintenance; computer hardware and software maintenance; telephone base costs; and postage, printing, and binding.

**Systems Costs** means all costs associated with regular wages, stability pay, insurance, FICA, Medicare, and retirement contributions for Shared Employees and related costs to operate or upgrade the Systems, hardware, and software licenses; to provide training, and support; costs associated with maintenance contracts.

**CTECC** means Combined Transportation, Emergency and Communications Center, a regional integrated and coordinated combined emergency communications and transportation management center, inclusive of the Facility, structures on and around the

Facility on the Site, as well as the Systems on and within the Facility. CTECC houses the Austin-Travis County Emergency Operations Center and supports the operation and maintenance of critical public safety and emergency communications systems for the Austin-Travis County area.

**County** means County of Travis, a corporate and political subdivision of the State of Texas.

**Day** means calendar day.

**Employee** includes the following:

**Internal Program Employees** means those employees employed directly by a Party to support one or more Systems at the Facility and does not include Shared Employees.

**Shared Employees** means those employees employed by COA to support one or more Systems at the Facility whose salaries are funded by contributions from the Parties through the allocation of Costs in the Budget.

**Facility** means the buildings, structures, and related Site improvements constructed at 5010 Old Manor Road, Austin Texas, 78723.

**Exclusive Facilities** means that portion of the Facility designated for use by only one of the Parties as mapped in **Exhibit C**.

**Partially Shared Facilities** means that portion of the Facility designated for use by more than one Party as mapped in **Exhibit C**.

**Shared Facilities** means that portion of the Facility designated for common and general use by any Party at any time as mapped in **Exhibit C**.

**General Manager** means the individual hired by COA who is responsible for the day to day operations of the Program.

**Governing Board** means the board described in **Section 6** of this Agreement.

**Lease** means the Lease Agreement dated August 14, 2001, a current copy of which is on file in the office of the General Manager.

**Legal Requirements** means any applicable statute, law, regulation, court order, ordinance, commissioners court order, Texas Transportation Commission Minute Order, or the articles of incorporation, bylaws, or resolutions of Cap Metro approved by Cap Metro's Board of Directors.

**Manager Committee** means the committee described in **Section 8** of this Agreement.

**Office** means the Office of Program set up by the COA City Manager.

**Operating Board** means the board described in **Section 7** of this Agreement.

**Operational Manager** means the position in/of an Agency that is responsible for day to day operations of that Agency at CTECC; for example, the COA-AFD Battalion Chief over AFD Communications is an Operational Manager.

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

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

**Site** means that portion of the land at 5010 Old Manor Road, Austin, Texas 78723, developed for CTECC, which is owned by and under the direct control of the COA and designated for the operation of regional combined emergency communications and transportation management.

**System** in the singular means each System, and **Systems** in the plural means all Systems as listed below. Systems may be added, altered, superseded, or removed from this Agreement by amendment.

**9-1-1 System** means the system provided and managed by the Capital Area Emergency Communications District which includes the three-digit emergency telephone number that provides citizens a direct link to Police, Fire, or Emergency Medical Service personnel. Calls to 9-1-1 are automatically routed to the primary and secondary Public Safety Answering Points (PSAPs) and answered by 9-1-1 call-takers who may dispatch, transfer, or relay the information.

**CAD** means a regional computer aided dispatch system used by multiple governmental agencies in Travis County for sharing data that interfaces with 9-1-1 call taking systems, Travis County Sheriff's Records Management System, City of Austin Public Safety Records Management Systems, and Transportation Management Systems, resulting in improved situation management during public safety emergencies.

**COA AFD and EMS Records Management System** means an incident reporting system which also allows for management of data relating to personnel, fleet, patient records, building inspections, and other business needs specific to the AFD and EMS Departments.

**COA Police Records Management System** means an incident reporting system which also allows for management of data relating to personnel, fleet, facilities, and other business needs specific to the Police Department, integrated with the CAD and accessible to law enforcement agencies of other municipal and governmental entities.

**GATRRS** means the Greater Austin-Travis County Regional Radio System which consists of an 800 MHz regional trunked radio system that provides total inter-departmental communication capability between all agencies using the new network, portable radio coverage throughout Travis County and surrounding areas, adequate capacity to meet long-term needs for ten (10) years, survivability during adverse weather conditions, and secure communication with limited unauthorized access to sensitive information.

**Internal Program System** means a system that is operated by one Party without using Shared Employees to support any portion of the System.

**Shared System** means a system that is operated by one or more of the Parties and does use Shared Employees to support it.

**Transportation Management Systems** means systems that includes closed circuit television (CCTV) video cameras and monitors, dynamic message signs, vehicle detectors, traffic signal timing, lane control signals, command and control software, courtesy patrol, and highway advisory radio (HAR) to provide travelers with information about the transportation system allowing them to make informed decisions to avoid travel delays and is integrated with other regional systems.

**Systems Improvements** means all hardware and software procured for each System.

**TxDOT** means the Texas Department of Transportation.

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

New Year's Day	January 1 or Monday after if that date is on a weekend
Confederate Heroes	January 19

MLK Day	Third Monday in January
President's Day	Third Monday in February
Texas Independence Day	March 2
San Jacinto Day	April 21
Memorial Day	Fourth Monday in May
Independence Day	July 4 <sup>th</sup> or Monday after if that date is on a weekend
Labor Day	First Monday in September
Veteran's Day	November 11 or Monday after if that date is on a weekend
Thanksgiving	Fourth Thursday and Friday in November
Christmas Eve	December 24
Christmas	December 25
Boxing Day	December 26

4. **Purpose.** The purpose of this Agreement is to establish and maintain an operational and management structure to provide authority to Parties for ongoing administration and management of the Program, including establishing an organizational structure and funding process. The Program is organized and operates in accordance with all applicable Legal Requirements.

5. **Amendment of Agreement.**

5.A. **Agreement.** The Agreement is seldom amended and, when amended, is usually amended as an "Amended and Restated Agreement." Amendments to the Agreement involve changes to the Parties, changes to the organizational structure, and similar long term changes. These may be initiated by a Party or by Members of the Governing Board or the General Manager. An amendment to the Agreement is not effective until approved by the governing bodies, or their legally authorized representative, of all Parties.

5.B. **Exhibits.** Some exhibits are amended annually and others only when a change has occurred or is desired. Exhibits may be amended upon a two-thirds majority vote of the Operating Board, followed by a two-thirds majority vote of the Governing Board to submit the proposed exhibit to the governing bodies of the Parties as needed in accordance with the law applicable to each governing body. If approval authority is delegated by law to an authorized representative of a Party, approval of the Exhibit by that representative has the same effect for that Party as approval by the governing body has for other Parties. An amendment to an exhibit becomes effective as to all Parties on the date of approval by last Party to approve the amended Exhibit.

## 6. Governing Board.

- 6.A. Purpose.** The Governing Board shall annually approve a draft Budget and recommend funding of the Budget to the governing bodies of the Parties in August of each year. The Governing Board also sets long term policy for the Program and assists in the resolution of Program issues.
- 6.B. Composition.** The Governing Board is composed of one Member to represent each Party: the COA's City Manager; County's County Executive, Emergency Services; Cap Metro's President/CEO; and TxDOT's Austin District Engineer.
- 6.C. Quorum.** Three (3) members of the Governing Board constitute a quorum to conduct business.
- 6.D. Proxies.** Each Governing Board Member may appoint a Proxy to attend and vote in Governing Board meetings when the Member is absent. This Proxy appointment must be made in writing to the General Manager.
- 6.E. Secretary.** The General Manager serves as secretary to the Governing Board. The General Manager may rely on staff support to make written minutes of each Governing Board meeting.
- 6.F. Meeting Requirements.** The Governing Board shall meet at least annually, but additional meetings may be called.
- 6.G. Actions of Governing Board.** The Governing Board may not take any action that violates or is in conflict with any Legal Requirements. If any such action is taken, it is void.
- 6.H. Emergency Meetings.** The General Manager may call emergency meetings upon seventy-two (72) hours written notice to the Members to address emergencies or to address Budget related items, which may require action by the Parties' governing bodies to increase or decrease currently budgeted expenditures.

## 7. Operating Board.

- 7.A. Purpose.** The Operating Board oversees the Program and provides overall Program direction.
- 7.B. Composition.** The Operating Board is composed of members ("Members"), designated by the Party that the Member represents. Members must be executive-level management from each of the Parties, such as department heads, TxDOT District/Division/Assistant directors, or equivalent. A Party with multiple

departments that have separate management participating in the Program is entitled to one (1) Member on the Operating Board for each such department.

- 7.C. Terms.** The appointing Party determines the term of each Member. Each Operating Board Member serves at the pleasure of the appointing Party.
- 7.D. Attendance Requirements.** Either a Member or Proxy must attend all Operating Board meetings. If a Party is not represented by either its Member or one of the Member's Proxies at more than twenty-five percent (25%) of the Operating Board meetings at which the Party is authorized to vote during any calendar year, the Party must promptly appoint a new Member. The Operating Board schedules its meetings.
- 7.E. Proxies.** Each Member may designate in writing up to two (2) Proxies who may attend all Operating Board meetings but only one of whom may vote at Operating Board meetings when the Member is absent. Any Proxy must be at least an assistant or deputy department head level executive, or equivalent, but must not be officed in the Facility, with the exception of executives from the Travis County Emergency Management Department and COA Homeland Security and Emergency Management.
- 7.F. Notice of Membership or Proxy.** When a Party designates a person to represent it as a Member of the Operating Board, the Party must send a notice to the General Manager that names the newly appointed Member and states the date the appointment is effective. When a Member designates a person to act as Proxy of the Member, the Member must send a notice to the General Manager that names the newly appointed Proxy and states the date the appointment is effective. If there is a change in the designated Member or a Proxy, the Party or Member, as applicable, must send a notice of the change to the General Manager. The designations are not effective until the General Manager receives these notices. At least once each year, the General Manager sends a list of all designated Members and Proxies to the Members.
- 7.G. Chair, Vice-Chair, and Secretary.** The Chair is elected by the Members and must be a Member. A Vice-Chair and Secretary may also be elected by the Operating Board and must be Members. The General Manager, who is not a Member, provides the Secretary with staff support to make written minutes of each Operating Board meeting.

- 7.H. Meeting Procedures.** The Chair presides at the meetings and the Vice-Chair acts in the absence of the Chair. Any Member may place items on the Operating Board's meeting agenda by submitting the item to the Chair at least ten (10) Days before the next meeting. The Chair shall submit the agenda to the Members no later than seven (7) Days before the meeting. The Chair or a majority of the Members may call special meetings of the Operating Board.
- 7.I. Quorum.** The Operating Board may not take any action without a quorum. There are two types of quorum. If a decision is brought to the Operating Board that affects a System(s) to which only some Members contribute, only those Members that contribute to the System(s) may be counted towards a quorum for purposes of that vote. That quorum consists of a majority plus one of the Members that contribute to that System. For those actions that require a majority vote of all of the Members of the Operating Board, the quorum consists of a majority plus one of all Members.
- 7.J. Voting Rights.** Each Member has one vote. If a Party has multiple Members, only the Members using and contributing to the Systems being affected by an action or determination may vote on any matter affecting those Systems. A majority vote of the applicable quorum present at a meeting is required to authorize any action or determination by the Operating Board.
- 7.K. Duties.** The Operating Board meets at least quarterly. The Operating Board examines the apportionment of Program costs between the Parties and recommends any adjustments needed to reflect the beneficial use of the Program by each Party. The Operating Board annually submits a draft Operating Budget and Capital Costs Budget to the Governing Board regarding funds needed to maintain, operate, and use the Program. In addition, the Operating Board provides input into evaluating the performance of the General Manager and provides input into hiring any new General Manager. The COA's City Manager gives great weight to the Operating Board's evaluation and input, but retains ultimate hiring and firing responsibility. The Operating Board may establish subcommittees for a specific purpose or effort.
- 7.L. Actions of Operating Board.** The Members may vote on dispute resolution proceedings, on matters concerning Systems to which they contribute, and on budget recommendations to the Governing Board. The Members also provide input, review and adopt operating policies and procedures for CTECC. The

Operating Board may not take any action that violates or is in conflict with any Legal Requirements. If any such action is taken, it is void.

- 7.M. Emergency Meetings.** The General Manager may call emergency meetings upon seventy-two (72) hours written notice to the Members to address emergencies or to address Budget related items, which may require action by the Parties' governing bodies to increase or decrease currently budgeted expenditures.

**8. Manager Committee.**

- 8.A. Purpose.** The Manager Committee meets to discuss and review day to day operations of the Program.
- 8.B. Composition.** The Manager Committee is comprised of the Operational Managers of each Agency. The Operational Managers of each Agency may appoint a Proxy to represent her/him at Manager Committee meetings.
- 8.C. Meetings.** The Manager Committee shall meet monthly or as agreed by members of the Manager Committee. The General Manager shall facilitate the Manager Committee meetings and provide staff to take meeting minutes.
- 8.D. Duties.** The Manager Committee shall provide input to the General Manager regarding day to day operations of CTECC. The Manager Committee shall develop and recommend standard operating procedures to the Operating Board for adoption. After adoption, the General Manager and the Manager Committee periodically review the standard operating procedures and may recommend any reasonably necessary changes for adoption.

**9. Shared Employees and Operations.**

- 9.A. General Manager.** The General Manager shall manage the day to day operations of the Program under the direction of the Operating Board. The General Manager is responsible for the day to day operation of the Facility, the Shared Employees and their support of the Systems. The COA's City Manager determines the hiring and firing of the General Manager as General Manager of CTECC with input from the Operating Board.
- 9.B. Duties of the General Manager.** The General Manager shall:
1. Coordinate Operating Board meetings,

2. Maintain minutes of meetings and Program records,
3. Assure compliance with applicable provisions of the Texas Open Meetings Act, Government Code, Chapter 551,
4. Make recommendations to the Manager Committee or the Operating Board on the operation and maintenance of the CTECC,
5. Be responsible for the Shared Employees,
6. Provide the first level of administrative dispute resolution as described in **Section 18**,
7. Be empowered by the all Parties to make decisions regarding day to day operational issues, including making expenditures for budgeted replacement of furniture and equipment, routine repairs, and maintenance in accordance with the Budget,
8. Maintain a current copy of this Agreement, including any amendments, and the most current version of all Exhibits in the General Manager's Office, together with copies of the most current versions of any subsequently developed additional operating procedures or standards, the Lease, all other Program or System related Interlocal Agreements, all related plans, specifications, equipment information and warranties, all other related contracts, and Budget documents,
9. Become involved in a non-COA Party's Internal Program operations only to the extent that issues cross boundaries between Parties or Systems, and the issues cannot be otherwise resolved,
10. Negotiate service level agreements, or equivalent agreements, with the Parties upon written request, including agreements with Party's non-System departments or divisions.
11. Provide quarterly service level reports to the applicable Parties, which they use to review services, staff, resource requirements, and Cost allocations,
12. Provide quarterly (or upon request by the Operating Board, monthly) Budget reports,
13. Immediately call an emergency Operating Board meeting and provide a special Budget report to determine how to fund any unanticipated expenditure or how to reduce budgeted expenditures,

14. Call meetings of the Operating Board Members supporting a particular System to facilitate decision-making about that System and implement any decision reached by a consensus among the affected Members,
15. Upon request, provide job descriptions for the Shared Employees, and
16. Provide annual reports targeting the suggested objectives and performance measures shown on **Exhibit D**.

**9.C. Shared Employees.** COA provides the Shared Employees to conduct the day to day activities for the Program. **Exhibit B-2** sets out the number and types of employees (FTE) that are recommended for each year as the Shared Employee staffing required to operate the Program. The COA includes the total costs of the Shared Employees in each year's COA Budget and the other Parties reimburse COA for a portion of the Cost of the Shared Employees in accordance with the Budget.

**9.D. Operating Procedures.** The General Manager shall work with the Manager Committee to prepare recommended standard operating procedures to govern the day to day management and operation of the Facility and its Shared Systems and Shared Employees ("Standard Operating Procedures"). The General Manager submits these Standard Operating Procedures to the Operating Board for review and adoption. After adoption, the General Manager submits any changes the Manager Committee recommends as reasonably necessary to the Operating Board for adoption. The General Manager also monitors implementation and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the personnel practices and policies of a Party, then the personnel practices and policies of the Party prevail.

**9.E. Limitations on General Manager.**

**9.E.1.** The General Manager does not supervise, manage, or direct any non-COA Party's Internal Program Employees. All Internal Program Employees must cooperate and coordinate with the General Manager, the Shared Employees, and the Internal Program Employees of other Parties.

**9.E.2.** Operating service level agreements between other Agencies, or their departments must be agreed to by all involved Parties.

**9.E.3.** If an issue related to a particular System exists and the Members supporting that particular System cannot reach a consensus at a meeting of the affected Operating Board Members, the General Manager refers decision-making about that particular System to the Governing Board and schedules it for action at their next Board meeting or a specially called Governing Board meeting, if necessary.

## **10. Budget.**

**10.A. Annual Operating Budget.** The General Manager shall prepare an annual operating budget for the Program (“Operating Budget”) on a COA fiscal year (October 1 to September 30) basis for review by the Operating Board and approval by the Governing Board for recommendation to the governing bodies of the Parties for adoption. The Operating Budget must provide for all Operating Costs associated with operating the Facility, Shared Systems, and Program each year, as shown on **Exhibit B**.

**10.B. Annual Capital Costs Budget.** The General Manager shall prepare an annual capital costs budget for the Program (Capital Costs Budget) on a COA fiscal year (October 1 to September 30) basis for review by the Operating Board and approval by the Governing Board for recommendation to the governing bodies of the Parties for adoption. While the General Manager recommends a Capital Costs Budget annually, the planning period for expenditures budgeted as Capital Costs is five years.

**10.C. Budget Format.** The FY2019 adopted Budget, including the Participation or Cost allocation and List of Shared Employees, is attached as the adopted format for **Exhibit B**.

Each proposed annual Budget must be submitted to the Operating Board and Governing Board in April of each year. Upon at least a majority vote of all Members of the Governing Board, they recommend the Budget for adoption by the governing body of each Party, as applicable.

When the Parties approve the Operational Budget and the Capital Costs Budget, the Budget replaces **Exhibit B** for the applicable fiscal year and is effective upon approval of the last Party to approve the Budget.

**10.D. Budgeted Expenditures.** After the Parties approve and fund the Budget, the COA City Manager has the authority to incur expenses in accordance with the Budget. If any expenses in excess of the approved and funded Operating Budget or Capital Cost Budget are to be uncured, The Parties must approve and fund the additional Budget or re-allocate existing funds.

**10.E. Payment of Expenses.** COA must pay invoices for the expenses of the Program which may include COA Program Management and Administrative Services Costs approved in any adopted Budget.

**10.F. Funding Transfers to COA.** From actual expenditures, COA provides timely and accurate monthly invoices to each Party to facilitate the transfer of funds by each Party to COA.

**10.F.1. Reports.** COA must provide each Party with a monthly Budget report, including current Program Cost projections for the succeeding month. The Budget reports include a quarterly cash flow reconciliation of estimated versus actual Costs.

**10.F.2. Party Financial Representatives.** COA shall send Budget reports, invoices, statements, and demands for interest earnings to the following designated Financial Representatives:

COA:	CTECC Financial Manager
Travis County:	County Executive, Emergency Services
TxDOT:	Austin District Engineer
Cap Metro:	Controller

**10.G. State Budget Process.** Because the State of Texas sets the budget for TxDOT and budgets on a two (2) year basis, for TxDOT references to annual budget requirements are interpreted to mean biennial budget requirements and annual Budget date requirements are interpreted to mean biennial date requirements.

**10.H. Funding.**

**10.H.1. Responsibility for Funding.** Each Party acknowledges that its future right to participate in the Program is dependent upon fully funding its share of the Budget and its Internal Program Costs.

**10.H.2. Shared Funding.** The Parties each specifically acknowledge that funding for that Party's share of the Budget has gone through that

Party's normal budgeting process; is current revenue available to that funding Party; and has been approved by its governing body for payment to COA for actual Program expenditures made in accordance with the Budget and in compliance with COA's purchasing requirements.

**10.H.3. Internal Program Funding.** The Parties each further acknowledge that the funding for that Party's own annual "**Internal Program Costs**" are separate and in addition to the Costs in the Budget and that the budget which that Party's governing body adopts specifically includes sufficient appropriations for both its allocated portion of the Budget and its Internal Program Costs.

**10.I. Failure to Fund.** If any Party authorizes funding at less than their allocated amount recommended by the Governing Board, the other Parties at their sole discretion and by majority vote, must take one of the actions described in **Section 10.J.** within thirty (30) Days after any Party's governing body authorizes expenditures for less than that Party's allocated portion of a future budget. If no action is taken, the underfunded year's Budget is automatically reduced by the unfunded assessment. If the Budget is automatically reduced, the Parties must promptly revise **Exhibit B** to reflect the new Budget amount, unless the Partial Funding is resolved under **Section 10.J.** If any Party fails to provide any funding for its share of the Budget or its Internal Program Costs, that Party is deemed to have provided its twenty-four (24) month notice of termination of its participation in this Agreement and the Parties follow the procedures for termination of a Party set out in **Section 17. Termination.**

**10.J. Partial Funding.** If any Party authorizes funding at less than the amount recommended for that Party by the Governing Board, or if any Party fails to fully fund its Internal Program Costs (herein called the "Underfunding Party"), the other Parties may take one of the following actions:

**10.J.1.** Amend the Budget and then reduce System services, Operating Board representation, and voting rights to the Underfunding Party with such reductions being consistent with the Underfunding Party's continued participation in Systems, if any.

- 10.J.2. Reduce the Budget by the amount underfunded by cutting Costs, in the following priority: nonessential services to the Underfunding Party, other services deemed non-essential by the other Parties, and, only if reasonably necessary, essential services to the Underfunding Party.
  - 10.J.3. Assess the Underfunding Party an amount, which is the difference in the Underfunding Party's Budget **Exhibit B** allocation and the amount of funding provided by the Underfunding Party ("Assessment"). An Underfunding Party shall fund the Assessment, and its entire portion of the next annual Budget in its next budget cycle.
  - 10.J.4. Amend the Budget by increasing the amounts paid by the other Parties based on a cost-benefit analysis of the Program and Systems value to those Parties with an acknowledgement of the non-quantifiable value to public safety of certain essential Program services with a proportionate increase in Operating Board representation for the Parties commensurate with the additional funding provided.
  - 10.J.5. Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a Party, if the level of funding is deemed substantially a failure to fund by the other Parties.
- 11. **Federal Funds and Bond Funds.** If a Party uses federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the Parties conduct all procurements, maintain all records, and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies, and grant contract provisions necessary to qualify the Program expenditures for federal or grant program reimbursement and to avoid arbitrage penalties. Further, the Parties must cooperate with each other in the application for and administration of federal funds, grant funds, or bond funds to maximize funding participation in the operation and maintenance of the Program. Each Party intending to use federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall annually notify the other Parties when those funds are obligated to the Program.

12. **Records.**
  - 12.A. **Preparation of Records.** The General Manager shall maintain the financial records in accordance with generally accepted accounting standards, including compliance with federal guidelines for spending federal funds or bond proceeds.
  - 12.B. **Retention of Records.** The General Manager retains records in accordance with applicable State of Texas records retention schedule(s).
  - 12.C. **Inspection of Records.** Upon three (3) Days written notice, any Party may inspect, copy, and audit the records related to this Agreement.
13. **Contracting Authority.** The Parties specifically agree that the COA City Manager has the authority to contract on behalf of the Parties for items that have been approved in the Budget, so long as the payments are made from available funds, using the COA's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional guidelines.
14. **Allocation of Costs.** There are several categories of percentages that the Parties pay, depending on the nature of the Cost. The percentages are shown on **Exhibit B-1**.
15. **Parties' Systems Operation.**
  - 15.A. The Parties may operate those Systems for which they are responsible separately or may integrate their operation with other Systems from the CTECC, if appropriate. Each Party is responsible for the operation of any System that is funded as a part of its Internal Program Costs. The COA is responsible for the operation of the Shared Systems.
  - 15.B. Each Party shall have primary authority over all its respective Internal Program Employees and Internal Program Systems, if any.
16. **Emergency Management Operations.** The administrative offices of the COA Homeland Security and Emergency Management Department and Travis County Office of Emergency Management are located in CTECC. COA Homeland Security and Emergency Management Department and the Travis County Office of Emergency Management share the operational and capital costs for the shared Emergency Operations Center located at CTECC.
17. **Termination.**

**17.A. Voluntary Termination.** This Agreement may be voluntarily terminated by the agreement of all of the Parties. Further, any non-COA Party to this Agreement may withdraw from this Agreement and terminate its participation in this Agreement (“Terminating Party”) by giving twenty-four (24) months written notice to the Remaining Parties. The termination becomes effective on the first Day after the twenty-four (24) month notice period ends (“Effective Termination Date”). Such Terminating Party must continue to fund its portion of the Budget up to its Effective Termination Date. If it does so, the Terminating Party may continue to participate in the Program and Systems until the Terminating Party’s Effective Termination Date. If it fails to provide funding for its portion of the Budget, the Terminating Party’s ability to participate in the Program and use the Systems immediately terminates through the Effective Termination Date. The portion of the Budget allocated to a Terminating Party after receipt of the notice of termination may be reduced by agreement of the Remaining Parties.

**17.B. Termination for Cause.** After a unanimous vote of the non-defaulting Parties, they may terminate the participation of any other Party for cause, including a Party’s failure to fully fund or failure to pay for Budgeted Costs, by delivery of a written notice of default which specifies the default under a material provision of this Agreement and indicates that the default must be cured within thirty (30) Days or the Party’s interest in this Agreement automatically terminates. However, if the defaulting Party begins to cure the default, the thirty (30) Day cure period continues to be extended as long as the defaulting Party continues to diligently prosecute the cure to completion. Despite the immediately preceding sentence, an Assessment under **Section 10.J.3** may only be cured on or before the start of the next Budget cycle after an Assessment is made to a Party.

**17.C. Rights of Remaining Parties.** After the undepreciated value of the Systems in which a Terminating Party participated (“System Value”) is determined, the Remaining Parties must consider alternatives, including but not limited to one of the following:

1. Finding another governmental entity to assume the System Value;
2. Dividing the System Value proportionally among the Remaining Parties;
3. Allowing one Remaining Party to assume the System Value;

4. Allowing the Terminating Party to retain its System Value with the stipulation that use of the System(s) will not be made available to that Party, unless and until the Party agrees to pay its Assessment as set out in **Section 10.J.3**; or
5. The Remaining Parties providing for any payment for System Value to the Terminating Party by amendment to this Agreement.

**17.D. Duties of Remaining Parties.** Any Remaining Party that assumes all or part of the System Value of a Terminating Party assumes all duties and obligations related to that right. The Remaining Parties must agree on a new allocation of costs under **Section 10. Budget** and **Exhibit B**.

**17.E. Voting to Exercise Rights under Section 17.C.** The Remaining Parties make the decision about whether to exercise rights granted by **Section 17.C.** and the votes needed for the Remaining Parties to make a decision do not include those of the Terminating Party, or any votes allocated to the Terminating Party.

**17.F. Effect of Termination on Remaining Parties.** A termination by a Party has no effect on a Remaining Party's rights to participate in the System Value, Program, Facility, or any System other than the specific rights and duties set out in this **Section 17. Termination**, and the continuing duty of all Remaining Parties to pay their share of Costs as Budgeted.

**17.G. Rights of the Parties upon Termination or Expiration of Agreement.** Upon termination or expiration of this Agreement, the non-COA Parties shall vacate the CTECC and the Facility. Within thirty (30) Days after termination or expiration of this Agreement, the non-COA Parties shall remove their separate personal property, furniture, fixtures and equipment, including any property the removal of which may cause non-structural damage to the Facility. Any non-structural damage must be repaired to the reasonable satisfaction of the COA within fifteen (15) Working Days after the non-COA Party has removed its property. Forty-five (45) Days after termination or expiration of this Agreement, COA may enter and peacefully assume possession and may take possession by summary proceedings, or by action at law or in equity or by force or otherwise, without being liable in trespass or for any damages. These rights and remedies given to the COA are, and are deemed to be, cumulative of any other rights of the COA under law. The exercise of any right

may not be deemed to be an election of rights. However, upon termination or expiration of this Agreement, the Parties may elect to continue this Agreement by mutual agreement of the Parties instead of implementing this section.

**18. Dispute Resolution Process.**

**18.A.** All Parties are encouraged to work together to resolve all disputes prior to involving the General Manager or the Operating Board.

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

**18.C. Timeframes:**

**18.C.1. Initial Dispute Discussion.**

**18.C.1.a.** Any Party must first bring an issue or dispute to the General Manager for review and recommendation by delivery of a written notice to the General Manager. Within ten (10) Working Days after the General Manager receives the notice, she or he must schedule a meeting with the Party submitting the notice and any other appropriate Party or third party. The General Manager must provide written notice of his or her decision to all applicable Parties within five (5) Working Days after the meeting.

**18.C.1.b.** If the dispute is with the General Manager, the notice must be given to the Vice Chair of the Operating Board. Within ten (10) Working Days, the Vice Chair of the Operating Board must schedule a meeting of the Operating Board with General Manager and the Party submitting the notice. The Operating Board hears the matter and provides a written notice of its decision to all applicable Parties within five (5) Working Days after the meeting.

**18.C.2. Appeal to Operating Board.** A Party wishing to appeal the decision of the General Manager or the Operating Board must make written notice of appeal within five (5) Working Days after receipt of the written decision. An appeal of the General Manager's decision is addressed to the Vice Chairman of the Operating Board. The Vice Chair must schedule a meeting of the Operating Board within fifteen

(15) Working Days of receipt of the notice and provide a written decision to the appropriate Parties within five (5) Working Days after the meeting. Any appeal of the decision of the Operating Board is to the Governing Board.

**18.C.3. Appeal to Governing Board.** Any appeal from the decision of the Operating Board must be made by delivery of written notice of appeal to the General Manager and the Governing Board within ten (10) Working Days after receipt of the Operating Board's decision. The Governing Board may meet to hear the appeal or may elect to send the appeal to mediation. The Governing Board, assisted by the General Manager, either schedules a hearing or sends the appeal to mediation within twenty-five (25) Working Days of receipt of the notice of the appeal. Any appeal from the Governing Board's recommendation is to a mediator.

**18.C.4. Mediation.**

**18.C.4.a.** If Mediation is the method to finalize the administrative appeal process and the dispute is not with the General Manager, the following process applies. The Parties participating in mediation endeavor to agree on the choice of a mediator within five (5) Working Days of the delivery of any notice of appeal or of the Governing Board's recommendation of mediation. If the Parties cannot agree on the choice of a mediator, each participating Party chooses a qualified mediator. Within five (5) Working Days after the participating Parties choose their mediators, those mediators choose another mediator to hear the appeal. The mediator chosen must schedule mediation within twenty (20) Working Days after being chosen, unless the Parties to the mediation agree to a different time schedule. The mediator must provide notice of the date, time, and location of the mediation to the General Manager, who must be allowed to attend or send a designee. However, if the subject matter of the

mediation is the General Manager, neither the General Manager nor a designee may attend. The General Manager or his/her designee may otherwise participate in the mediation, and may attend all joint sessions. The mediator must provide a written decision to the applicable Parties and the General Manager within fifteen (15) Working Days after the mediation.

**18.C.4.b.** If the dispute is with the General Manager, the same process for selection of the mediator and setting the time and place of the mediation applies. The General Manager must participate in the mediation as one of the disputants but without a designee observer. The mediator must provide a written decision to the applicable Parties and the General Manager within fifteen (15) Working Days after the mediation.

**18.C. 5. Appeal.** Any appeal of the decision of the mediator may be to an appropriate state court in Travis County, Texas, and is a trial de novo.

**19. Miscellaneous.**

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

**19.B. No Assumption of Liability.** No Party assumes the liability for the System(s) under the control of any other Party or for the actions of employees of any other Party. No Party is responsible for the acts or omissions of any other Party regarding

the use, installation, operation, maintenance or updating of any of the Systems or equipment located within the CTECC.

- 19.C. Immunity as a Defense.** No signatory Party has agreed to waive any defense, right, immunity, or other protection under law including any statutory provision, by entering into this Agreement or by otherwise participating in the Program.
- 19.D. Relationship of Parties.** The parties acknowledge that they are not an agent, or employee of any other Party, and that each Party is responsible for its own acts and deeds and for those of its agents and employees. The Parties expressly acknowledge that this project (Facility, Program, and Systems) is not a joint venture, enterprise, or partnership. However, if a court should find that the Parties are engaged in a joint venture, enterprise, or partnership, then the responsible Party shall pay any liability adjudicated against another Party for acts and deed of the responsible Party, its employees or agents.
- 19.E. Retention of Defenses.** The Parties acknowledge that neither this Agreement nor the operation or use of the Facility and Systems by the Parties affect, impair, or limit their respective immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.
- 19.F. Notices.** Notices required under this Agreement must be in writing and delivered personally or sent by certified U.S. Mail, postage prepaid, addressed to such Party at the following respective addresses:

City:	City of Austin P. O. Box 1088 Austin, Texas 78767 ATTENTION: City Manager, with a copy to City Attorney
County:	County of Travis, State of Texas P. O. Box 1748 Austin, Texas 78767 ATTENTION: County Executive, Emergency Services
TxDOT:	Texas Department of Transportation Director of Contract Services 125 East 11th Street Austin, TX 78701-2483
Cap Metro:	Capital Metropolitan Transportation Authority 2910 E. 5 <sup>th</sup> St.

Austin, Texas 78702  
 ATTENTION: President/CEO  
 With a copy to the Chief Counsel

All notices so given are deemed given on the date delivered or transmitted or deposited in the mail. All Parties may change their address by sending written notice of the change to the other Parties in the manner provided for in **Section 19.F**. In **Section 10.E.2.**, each Party's representative may be different than the person listed for notice in **Section 19.F.**, but the address is the same unless otherwise noted.

- 19.G. Assignment.** Because this Agreement is based upon the special qualifications of each Party, any assignment or other transfer of any rights under this Agreement or any part of it without the express consent in writing of all other Parties is void.
- 19.H. Entire Agreement.** The entire agreement between the Parties is contained in this Agreement and its Exhibits and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.
- 19.I. Prior Agreements.** This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.
- 19.J. Severability.** If any provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.
- 19.K. Non-waiver.** Failure of a Party to exercise any right or remedy for a breach or default of any other Party does not waive that right or remedy if a subsequent breach or default occurs.
- 19.L. Authority of Signatories.** Each Party represents to all the other Parties that the representative signing this Agreement on its behalf has been duly authorized by the governing body of that Party in compliance with Texas law.
- 19.M. Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of this Agreement.

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

**Exhibit List**

Exhibit A – Governance Flow Chart

Exhibit B –Budget Current Year,

B-1 Participation Table (Cost Allocation)

B-2 Required Program FTE Staffing

Exhibit C – Facility, Exclusive Facilities, Shared Facilities

Exhibit D – Objectives and Performance Measures

**19.O. TxDOT Inability to Pay for Insurance.** In recognition of the statutory prohibition against state agencies purchasing insurance, absent specific statutory authority to do so, the COA, as Landowner, has agreed to pay for that portion of insurance costs that would otherwise be assessed to TxDOT in the Budget under Contractual Costs. If a disaster occurs that includes covered losses, which would provide insurance coverage to repair or rebuild all or a portion of the Facility and replace all or a portion of the Systems, TxDOT must transfer to the COA its portion of the money needed to rebuild all or a portion of the Facility and replace all or a portion of the Systems within one hundred eighty (180) Days. If the loss is less than the deductible, or if the loss is not covered under the insurance policy, all Parties pay their **Exhibit B-1** cost allocation share of the costs to repair or rebuild all or a portion of the Facility and replace all or a portion of the Systems on a reimbursement basis.

**19.P. Occupancy Limits.** Agencies must assign staff who are directly involved in the day to day emergency management or transportation management or emergency call handling and dispatch operations of the Agency to work on a daily or regular basis at CTECC. Significant changes in the type and number of staffing by an Agency must be approved by the Operating Board.

**19.Q. Gratuities**

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

**19.R. Conflict of Interest**

The Parties shall not assign an employee to a project if the employee:

1. Owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
2. Has a direct or indirect financial interest in the outcome of the project;
3. Has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with one or more of the Parties;  
or
4. Is a current part-time or full-time employee of one of the Parties.

**19.S. License for TxDOT Logo Use**

**19.S.1.** TxDOT acknowledges that this license does not authorize TxDOT to display its Logo at or on CTECC.

**19.S.2. Grant of License; Limitations:** The non-TxDOT Parties are granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying “T”) on any deliverables prepared under this Agreement that are the property of the State. The non-TxDOT Parties may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The non-TxDOT Parties agree that they shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.

**19.S.3. Notice of Registration Required:** The non-TxDOT Parties’ use of the Flying “T” under this subsection shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying “T” is registered in the United States Patent and Trademark Office (USPTO).

**19.S.4. No Assignment or Sublicense:** The non-TxDOT Parties may not assign or sublicense the rights granted by this subsection without the prior written consent of the State.

**19.S.5. Term of License:** The license granted to the non-TxDOT Parties by this subsection shall terminate at the end of the term specified by this Agreement.

- 19.T. Duplicate Originals:** This document may be executed in duplicate originals.

**FOR THE STATE OF TEXAS**

**TEXAS DEPARTMENT OF TRANSPORTATION**

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

**By:** \_\_\_\_\_  
James M. Bass, Executive Director

**CITY OF AUSTIN**

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

**By:** \_\_\_\_\_  
Spencer Cronk, City Manager

**TRAVIS COUNTY, TEXAS**

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

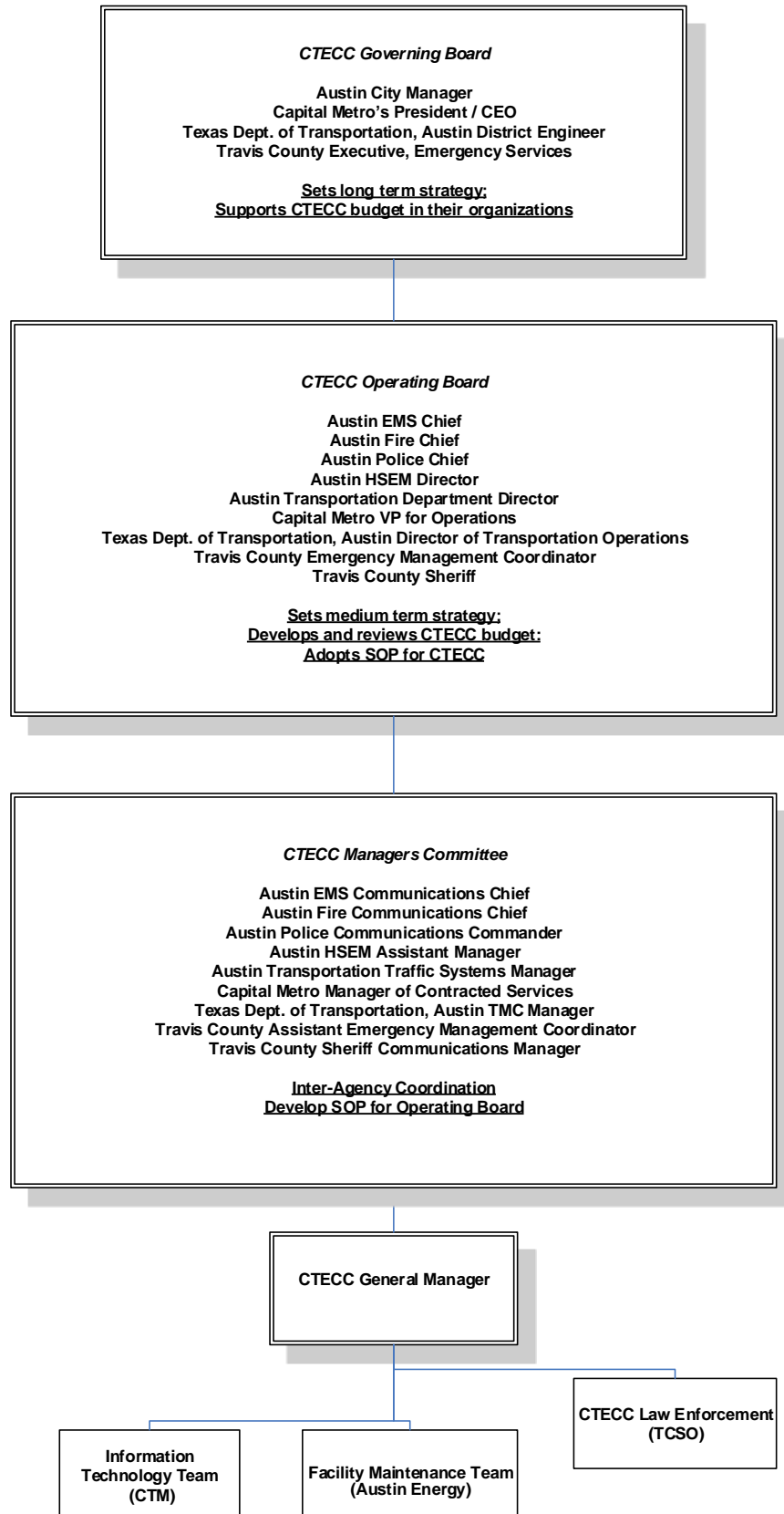
**By:** \_\_\_\_\_  
Sarah Eckhardt, County Judge

**CAPITAL METROPOLITAN  
TRANSPORTATION AUTHORITY**

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

**By:** \_\_\_\_\_  
Randy Clarke, President/CEO

## Exhibit A -- CTECC Governance Flowchart



## Exhibit B Sample Budget Document/Format

### Exhibit B Budget Summary

**DRAFT-REVISION B**  
**FY2020**

CTECC Exhibit B Overall Budget Totals						
	FY2019	FY2020	Operating Change	Capital Change	Difference	% Difference
COA	17,874,919	18,636,231	(982)	762,294	761,312	4.26%
Travis County	2,999,727	3,339,264	167,113	172,424	339,537	11.32%
TXDOT	1,197,527	1,410,996	167,893	45,576	213,469	17.83%
CMTA	508,055	525,432	13,671	3,706	17,377	3.42%
<b>Total</b>	<b>22,580,228</b>	<b>23,911,923</b>	<b>347,695</b>	<b>984,000</b>	<b>1,331,695</b>	<b>5.90%</b>

CTECC Operating Budget FY2019						CTECC Operating Budget FY2020						Difference	% Difference
Personnel	Contractuals	Systems	Commodities	Total Operating		Personnel	Contractuals	Systems	Commodities	Total Operating			
COA	5,552,396	4,345,338	4,652,515	448,267	<b>14,998,516</b>	COA	5,515,400	4,296,814	4,713,458	471,862	<b>14,997,534</b>	(982)	-0.01%
Travis County	718,097	1,002,453	841,811	125,985	<b>2,688,346</b>	Travis County	693,075	1,080,993	948,411	132,980	<b>2,855,459</b>	167,113	6.22%
TXDOT	141,369	940,266	70,681	31,439	<b>1,183,755</b>	TXDOT	147,683	1,076,010	85,185	42,770	<b>1,351,648</b>	167,893	14.18%
CMTA	46,017	419,671	8,447	24,476	<b>498,611</b>	CMTA	41,229	423,597	14,401	33,055	<b>512,282</b>	13,671	2.74%
<b>Total</b>	<b>6,457,879</b>	<b>6,707,728</b>	<b>5,573,454</b>	<b>630,167</b>	<b>19,369,228</b>	<b>Total</b>	<b>6,397,387</b>	<b>6,877,414</b>	<b>5,761,455</b>	<b>680,667</b>	<b>19,716,923</b>	<b>347,695</b>	<b>1.80%</b>

CTECC Capital Budget FY2019	
COA	2,876,403
Travis County	311,381
TXDOT	13,772
CMTA	9,444
<b>Total</b>	<b>3,211,000</b>

CTECC Capital Budget FY2020	
COA	3,638,697
Travis County	483,805
TXDOT	59,348
CMTA	13,150
<b>Total</b>	<b>4,195,000</b>

CTECC Exhibit B Shared Budget Total			
FY2020	Operating	Capital	Total
COA	9,094,333	3,638,697	12,733,030
Travis County	2,855,459	483,805	3,339,264
TXDOT	1,351,648	59,348	1,410,996
CMTA	512,282	13,150	525,432
<b>Total</b>	<b>13,813,722</b>	<b>4,195,000</b>	<b>18,008,722</b>

**FY2020 COA Only** 5,903,201 **Total** 23,911,923

#### COST DRIVERS

[notation] = allocation methodology

- Overall Budget Change: \$1.332M

**Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B**

**FY2020**  
**DRAFT**  
**REVISION B**

**FY2020**  
**DRAFT**  
**REVISION B**

FY2020														FY2021													
DRAFT														DRAFT													
REVISION B														REVISION B													
PERSONNEL														PERSONNEL													
Code / Definition		Base Salary	Fringes	Working Total	APD	AFD	EMS	HSEM	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION													
GENERAL MANAGEMENT [2201]																											
1	Mgr. CTECC Operations	112417	134,628	42,045	176,673	70,052	20,335	20,282	830	24,840	37,684	2,650	176,673	Lease %													
1	IT Corporate Manager	105790	134,628	42,045	176,673	70,052	20,335	20,282	830	24,840	37,684	2,650	176,673	Lease %													
1	Financial Manager I	109010	80,276	29,098	109,374	18,527	3,620	4,911	294	27,344	27,344		109,374	Equal %													
1	Administrative Specialist	107062	53,967	25,022	78,989	30,289	9,092	10,688	371	11,106	18,848	1,185	73,889	Lease %													
Shared Expenses Subtotal		403,499	138,210	541,709	189,950	53,382	54,543	2,315	88,130	119,560	33,829		541,709														
APPLICATIONS & GIS SUPPORT [2251]																											
1	IT Manager	105372	125,780	40,465	166,245	76,473	25,635	14,513	0	49,624	0	0	166,245	CAD %													
1	IT Data Architect	111637	107,389	34,282	141,671	68,173	21,847	12,389	0	42,262	0	0	141,671	CAD %													
1	IT Application Analyst Senior	107076	91,609	32,768	124,377	57,213	19,179	10,858	0	37,127	0	0	124,377	CAD %													
1	IT Application Analyst Senior	115351	91,909	34,308	126,217	58,059	19,463	11,019	0	37,678	0	0	126,217	CAD %													
1	IT Application Analyst Senior	109735	91,909	33,769	125,678	57,811	19,380	10,972	0	37,515	0	0	125,678	CAD %													
1	IT Database Administrator Sr	111570	114,100	35,516	149,616	68,703	23,085	13,088	0	44,687	0	0	149,616	CAD %													
1	IT Business Systems Analyst	112785	80,233	29,882	110,115	50,653	16,980	9,613	0	32,869	0	0	110,115	CAD %													
1	IT Geospatial Analyst Sr	112787	77,962	30,546	108,508	49,913	16,732	9,473	0	32,390	0	0	108,508	CAD %													
1	IT Application Consultant	108050	70,325	27,543	97,868	45,019	15,091	8,544	0	29,214	0	0	97,868	CAD %													
Shared Expenses Subtotal		851,316	299,079	1,150,395	528,179	177,352	100,430	0	343,394	0	0		1,150,395														
1	IT Manager	108037	125,780	40,465	166,245	76,473	22,027	29,874	1,712	0	0	0	166,245	COA %													
1	IT Systems Administrator Sr	109755	97,329	33,980	131,309	88,963	17,398	23,506	1,352	0	0	0	131,309	COA %													
1	IT Systems Administrator Sr	114515	94,544	33,173	127,717	86,528	16,923	22,951	1,315	0	0	0	127,717	COA %													
1	IT Application Analyst Senior	112416	89,252	32,210	121,462	80,290	16,094	21,827	1,251	0	0	0	121,462	COA %													
1	IT Application Analyst Senior	109759	89,445	32,784	122,229	82,810	16,195	21,965	1,259	0	0	0	122,229	COA %													
1	IT Application Analyst Senior	109725	82,611	31,003	113,614	76,974	15,054	20,416	1,170	0	0	0	113,614	COA %													
PROJECTS [2301]																											
1	IT Corporate Manager	107081	132,250	40,565	172,815	82,727	28,998	26,389	346	30,208	3,283	864	172,815	Tech %													
1	IT Project Mgr Sr	108335	125,930	38,232	164,162	75,584	27,546	25,068	328	28,696	3,119	821	164,162	Tech %													
1	IT Business Systems Analyst	108853	86,767	31,608	118,375	58,266	19,863	18,076	237	20,692	2,249	592	118,375	Tech %													
Shared Expenses Subtotal		344,947	110,495	455,352	217,977	76,407	69,533	911	79,596	8,651	2,277		455,352														
1	IT Project Mgr Sr	108264	125,930	40,084	166,014	112,474	21,997	29,833	1,710	0	0	0	166,014	COA %													
1	IT Project Mgr Sr	115350	115,775	37,333	153,108	103,730	20,287	27,514	1,577	0	0	0	153,108	COA %													
1	Business Process Specialist	112504	73,120	30,118	103,238	68,944	13,679	18,552	1,063	0	0	0	103,238	COA %													
ENTERPRISE IT SERVICES [4201]																											
1	IT Security Consultant	110790	110,762	35,432	146,194	69,983	24,531	22,324	292	25,555	2,778	731	146,194	Tech %													
1	IT Systems Consultant	111619	95,886	35,229	131,115	67,537	23,674	21,544	282	24,662	2,681	705	141,085	Tech %													
1	IT Systems Administrator Sr	109869	99,386	34,692	134,078	64,279	22,532	20,504	289	23,472	2,551	671	134,078	Tech %													
1	IT Systems Administrator Sr	111638	94,158	33,512	127,670	61,524	21,827	19,587	222	22,422	2,437	641	127,670	Tech %													
1	IT Business Systems Analyst	112507	84,389	30,100	114,489	54,807	19,211	17,482	229	20,013	2,175	572	114,489	Tech %													
Shared Expenses Subtotal		495,151	169,165	664,316	318,008	111,472	101,441	1,329	116,124	12,622	3,320		664,316														
1	IT Dept Systems Architect	114516	129,894	41,213	171,107	115,925	22,672	30,748	1,762	0	0	0	171,107	COA %													
1	IT Systems Consultant	116016	110,184	37,092	147,276	99,780	19,514	26,465	1,517	0	0	0	147,276	COA %													
1	IT Systems Consultant	114561	104,292	35,482	139,774	94,697	18,520	25,117	1,440	0	0	0	139,774	COA %													
1	IT Systems Administrator Sr	108337	97,329	33,980	131,309	88,963	17,398	23,506	1,352	0	0	0	131,309	COA %													
1	IT Systems Administrator Sr	109755	94,758	33,512	128,270	66,903	16,996	23,090	1,321	0	0	0	128,270	COA %													
1	IT Systems Administrator Sr	116489	92,445	32,015	124,460	84,322	16,491	22,365	1,282	0	0	0	124,460	COA %													
CUSTOMER RELATIONSHIP MANAGEMENT [4301]																											
1	IT Support Analyst	110788	65,836	27,717	93,553	44,783	15,698	14,298	187	16,353	1,778	468	93,553	Tech %													
1	IT Support Analyst	109753	65,836	27,717	93,553	44,783	15,698	14,298	187	16,353	1,778	468	93,553	Tech %													
1	IT Support Analyst	110834	59,173	26,506	85,679	41,015	14,377	13,083	171	14,977	1,628	428	85,679	Tech %													
1	IT Support Analyst	108188	57,224	25,162	82,386	39,439	13,824	12,580	165	14,401	1,565	412	82,386	Tech %													
Shared Expenses Subtotal		248,069	107,102	355,171	170,020	59,597	54,235	710	62,084	6,749	1,776		355,171														
1	IT Manager	108016	125,780	40,465	166,245	112,632	22,027	29,874	1,712	-	-	-	166,245	COA %													
1	IT Application Consultant	111191	102,214	36,763	138,977	94,158	18,414	24,974	1,431	-	-	-	138,977	COA %													
1	IT Systems Administrator	109838	80,576	29,858	110,434	74,819	14,633	19,845	1,137	-	-	-	110,434	COA %													
1	IT Systems Administrator Sr	112783	94,758	34,287	129,045	87,429	17,098	23,189	1,329	-	-	-	129,045	COA %													
1	IT Support Analyst Sr	112784	75,150	30,035	105,185	71,263	13,937	18,902	1,083	-	-	-	105,185	COA %													
1	IT Support Analyst Sr	108025	78,990	31,186	110,176	74,644	14,598	19,799	1,135	-	-	-	110,176	COA %													
1	IT Support Analyst	110548	76,248	30,686	106,934	72,448	14,169	19,216	1,101	-	-	-	106,934	COA %													
1	IT Support Analyst	109752	70,785	29,694	100,479	68,075	13,313	18,056	1,035	-	-	-	100,479	COA %													
1	IT Support Analyst	110002	68,771	29,027	97,798	66,462	12,698	17,628	1,010	-	-	-	97,798	COA %													
1	IT Support Analyst	110791	65,836	28,256	94,092	63,748	12,467	16,908	969	-	-	-	94,092	COA %													
OVERTIME																											
Overtime - CTECC (Tech)		5,308	-	5,308	2,540	890	810	11	927	101	27	5,308	CTECC Support Overtime - Tech	Tech %													
Overtime - CTECC (CAD)		9,448	-	9,448	4,346	1,457	825	0	2,820	0	0	9,448	CTECC Support Overtime - CAD	CAD %													
Overtime - Public Safety (COA)		8,893	-	8,893	6,025	1,178	1,598	92	0	0	0	8,893	COA Specific Overtime	COA %													
Total Personnel:				\$ 6,397,387	\$ 3,610,658	\$ 906,674	\$ 959,675	\$ 38,393	\$ 693,075	\$ 147,683	\$ 41,229		\$ 6,397,387														

CONTRACTUALS												
	Code / Definition	Working Total	APD	AFD	EMS	HSEM	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
5675	Security - Travis Co	1,463,777	253,046	49,444	67,071	3,884	373,444	373,444	373,444	1,493,777	TCSD LE-Security Services	Equal %
5724	Services-IT Installations	30,000	23,935	8,390	7,635	100	8,740	950	250	50,000	Electrical Cabling Services	Tech %
5725	Services-IT Staffing	108,150	49,749	16,677	9,441	0	32,283	0	0	108,150	Contractor Services - Applications & Network Support CAD Support / IT Services - Technical Support & Support mission critical Audio /	CAD %
5725	Services-IT Staffing	132,300	63,331	22,200	20,202	265	23,126	2,514	662	132,300	Visual solutions	Tech %
5725	Services-IT Staffing	200,000	79,300	23,020	22,960	940	28,120	42,680	3,000	200,000	General Mgmt Support	Lease %
5725	Services-IT Staffing (911 BUC DataCr Relo)	540,000	255,798	99,468	99,468	0	85,266	0	0	540,000	911 Backup Data Center Relocation / Offsite Managed Services	BUC %
5760	Services-Internet/Cable	26,020	13,413	4,702	4,279	56	4,898	532	140	28,020	Time Warner Cable TV Service	Tech %
6124	Rental-copy machines & Document Shredding	43,206	20,684	7,250	6,588	86	7,553	821	216	43,208	Multi-function devices printer leases & document shredding services	Tech %
6125	Rental - Vehicles	3,640	4,137	1,420	1,319	17	1,510	164	43	8,640	Vehicle Rental Charges for transporting IT equipment	Tech %
6165	Electric Services	668,418	225,775	65,540	65,369	2,676	80,060	121,457	8,541	668,418	Electric Service	Lease %
6165	Water Service	17,635	6,992	2,030	2,024	83	2,479	3,762	265	17,635	Water Service	Lease %
6170	WWV Service	9,260	3,671	1,066	1,063	44	1,302	1,975	139	9,260	Waste Water Service	Lease %
6174	Drainage Fee Expense	50,454	20,005	5,607	5,792	237	7,094	10,762	757	50,454	Drainage expenses	Lease %
6175	Garbage/Refuse Collection	4,202	1,666	484	482	20	591	896	63	4,202	Street cleaning fees & Garbage Collection	Lease %
6363	Facility Management	1,981,620	785,712	228,084	227,490	9,314	278,616	422,680	29,724	1,981,620	Facility Related / FMS	Lease %
6363	911 Backup Center Facility Management	40,550	19,209	7,469	7,469	0	6,403	0	0	40,550	911 Backup Center - Facility Related / FMS	BUC %
6362	Premium Power Maintenance	146,814	58,213	16,888	16,854	690	20,642	31,315	2,202	146,814	Premium Power	Lease %
6398	Chilled Water Maintenance	161,158	63,900	18,549	18,501	757	22,659	34,375	2,417	161,158	Chilled Water	Lease %
6404	Telephone - Base Cost (Backup EOC)	6,000	0	0	0	0	3,684	1,316	0	6,000	Vendor Telephone Expenses - Backup EOC extensions	EOC %
6404	Telephone - Base Cost (CTECC)	209,526	97,430	24,305	34,572	838	37,086	14,457	838	209,526	Vendor Telephone Expenses - CTECC Shared (Lines & STN)	Port %
6404	Telephone - Time Warner (CTECC)	3,500	1,626	406	578	14	620	242	14	3,500	Vendor Internet Services - Time Warner Road Runner (CTECC)	Port %
6404	Telephone - Time Warner (BUC)	1,260	587	232	232	0	199	0	0	1,260	Vendor Internet Services - Time Warner Road Runner (BUC)	BUC %
6404	Telephone - Base Cost (911 Backup)	71,000	33,633	13,078	13,078	0	11,211	0	0	71,000	Vendor Telephone Expenses - 911 Backup Center	BUC %
6405	Telephone - Long Distance	15,000	11,380	146	1,652	186	635	983	18	15,000	Vendor Long Distance Telephone (Direct Costs)	LD Tele %
6406	Telephone - Equipment / Maintenance	120,700	56,125	14,001	19,916	483	21,364	8,328	483	120,700	Vendor Telephone Maintenance - CTECC (PBX / Nortel)	Port %
6406	Telephone - Equipment / Maintenance	10,091	3,923	0	3,923	0	3,363	0	0	21,300	Vendor Telephone Maintenance - BUC (PBX / Nortel)	BUC %
6407	Telephone - Cellular Services	4,104	1,964	689	627	8	717	78	21	4,104	Tech Related Data Services (Air Cards) - Verizon	Tech %
6416	Telephone - Cellular Services	1,619	775	272	247	3	283	31	8	1,619	Tech Cell Phone Service (Shared Phone) - AT&T	Tech %
6450	Priority Mail/Parcel Services	1,000	396	115	115	5	141	213	15	1,000	Mail Services / Parcels - shipping parts to vendors	Lease %
6531	Advertising/Publications	2,500	990	288	287	12	352	533	38	2,500	Advertising for job postings	Lease %
6531	Seminar / Training Fees	6,137	2,433	706	705	29	863	1,309	92	6,137	Management Staff Training	Lease %
6531	Seminar / Training Fees (Tech)	15,342	7,344	2,574	2,343	31	2,682	291	77	15,342	Technical Training - enterprise IT systems	Tech %
6531	Seminar / Training Fees (CAD)	24,546	11,291	3,785	2,143	0	7,327	0	0	24,546	Technical Training - Tricon VisiCAD training & GIS	CAD %
6532	Travel - Training	4,400	1,744	506	505	21	619	939	66	4,400	Management Staff Training - Travel	Lease %
6532	Travel - Training (Tech)	11,000	5,265	1,846	1,880	22	1,923	209	55	11,000	Travel - Technical Training of enterprise IT systems	Tech %
6532	Travel - Training (CAD)	17,600	8,098	2,714	1,536	0	5,254	0	0	17,600	Travel - Technical Training - Tricon VisiCAD training & GIS	CAD %
6551	Mileage Reimbursements (Tech)	620	239	84	76	1	87	10	3	500	for Technical Staff (Tech)	Tech %
6551	Mileage Reimbursements (CAD)	375	172	58	33	0	112	0	0	375	for Technical Staff (CAD)	CAD %
6551	Mileage Reimbursements	148	74	43	43	2	53	6	6	375	for non-technical Staff (Management Staff)	Lease %
	Subtotal Shared Expenses	6,121,990	2,200,275	648,299	668,308	24,508	1,080,993	1,076,010	423,597	6,121,990		
5725	Services-IT Staffing	284,857	192,990	37,744	51,189	2,934	0	0	0	284,857	Contractor Services - Public Safety IT Support	COA %
5760	Services-Internet/Cable	24,000	12,560	3,190	4,313	247	0	0	0	24,000	Time Warner C&IS Internet Circuits	COA %
6243	Workers Compensation Insurance	63,545	29,503	5,770	7,826	449	0	0	0	43,548	Workers Compensation Insurance (City only)	COA %
6244	Liability Reserve	2,000	1,355	265	359	21	0	0	0	2,000	Risk Management Reserves (City only)	COA %
6250	Fleet Maintenance	394	267	52	71	4	0	0	0	394	Maintenance - Vehicles for Public Safety IT Support	COA %
6255	Fleet Fuel	1,219	825	162	219	13	0	0	0	1,219	Fuel - Vehicles for Public Safety IT Support	COA %
6361	Awards & Recognition	3,120	2,114	413	561	32	0	0	0	3,120	Award and Recognition Program (City only)	COA %
6404	Telephone - Base Cost (Body Cam Circuits)	41,519	28,129	5,501	7,461	428	0	0	0	41,519	Vendor Telephone Expenses - APD Body Camera Circuits	COA %
6404	Telephone - Base Cost (Mobile Data & DVV)	293,658	186,953	38,910	52,770	3,025	0	0	0	293,658	Vendor Telephone Expenses - Mobile Data & DVV Circuits	COA %
6404	Telephone - Base Cost (MPLS)	196,847	133,364	26,062	35,373	2,028	0	0	0	196,847	Vendor Telephone Expenses - MPLS / Internet Presence	COA %
6407	Telephone - Cellular Services	1,598	1,082	211	182	16	0	0	0	1,598	Mobile Device Data Plan Services - AT&T	COA %
6531	Seminar / Training Fees (COA)	42,716	28,940	5,660	7,676	440	0	0	0	42,716	Technical & Police, Fire, EMS RMS Training	COA %
6532	Travel - Training (COA)	22,000	14,905	2,915	3,953	227	0	0	0	22,000	Travel - Technical & Police, Fire, EMS RMS Training	COA %
6551	Mileage Reimbursements (Public Safety)	5,450	3,693	722	879	56	0	0	0	5,450	Technical Staff (Public Safety IT)	COA %
X000	Misc. / Other - Non Categorized	(207,500)	(140,581)	(27,494)	(37,288)	(2,137)	0	0	0	(207,500)	CACED (CAPCOG) 911 PSAP & GIS Reimbursement	COA %
Total Contractuals:		\$ 6,877,414	\$ 2,712,074	\$ 748,392	\$ 804,057	\$ 32,291	\$ 1,080,993	\$ 1,076,010	\$ 423,597	\$ 6,877,414		
SYSTEMS												
	Code / Definition	Working Total	APD	AFD	EMS	HSEM	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
6387	Maintenance Hardware - Tech	322,150	154,213	54,057	49,192	644	56,312	6,121	1,611	322,150	CTECC Servers Network Maintenance	Tech %
6387	Maintenance Hardware - 911 BUC	103,024	48,803	18,977	18,977	0	16,267	0	0	103,024	Backup Center Server & Network Maintenance	BUC %
6387	Maintenance Hardware - Video	63,525	0	0	0	0	46,805	0	0	63,525	Video Support Maintenance - COA & EOC Shared	EOC %
6388	Maintenance - Enterprise IT	709,653	339,112	119,080	108,384	1,419	12,047	13,483	3,548	709,653	CTECC IT Software license renewals	Tech %
6388	Maintenance - 911 Backup Center	161,907	76,696	29,823	29,823	0	25,565	0	0	161,907	911 Backup Center CAD System Maintenance	BUC %
6388	Maintenance - CTECC	31,266	5,295	1,035	1,404	81	7,817	7,817	7,817	31,266	LE Visitor Mgmt System	Equal %
6388	Maintenance - CTECC	35,000	13,876	4,029	4,018	165	4,921	7,466	525	35,000	Disaster Recovery Continuity	COA %
6388	Maintenance - CAD System & Related	2,305,950	1,060,738	355,577	201,309	0	688,326	0	0	2,305,950	Technical Maintenance / CAD System Maintenance & Support	CAD %
6389	Maintenance - Other Equip. - Video Wall	60,000	8,470	1,655	2,245	130	0	37,500	0	60,000	CTECC Video Wall Maintenance	Video Wall %
6389	Maintenance - Other Equip. - Shared A/V	60,000	23,790	6,906	6,888	282	8,436	12,798	900	60,000	Shared Projectors / A/V Equipment Maintenance	Lease %
	Subtotal Shared Expenses	3,948,415	1,731,593	591,139	422,220	49,526	948,411	85,185	14,401	3,948,415		
6387	Maintenance Hardware - Public Safety	665,863	451,122	88,227	119,656	6,858	0	0	0	665,863	Public Safety Servers & Network Maintenance	COA %
6388	Maintenance - Public Safety	1,086,532	736,126	143,965	195,250	11,191	0	0	0	1,086,532	Public Safety Software Support & Maintenance	COA %
6389	Maintenance - Other Equip. - Public Safety	166,585	0	83,292	83,293	0	0	0	0	166,585	AFD/EMS (FDM) RMS Maintenance	COA %
Total Systems:		\$ 5,761,455	\$ 2,918,841	\$ 906,623	\$ 820,419	\$ 67,575	\$ 948,411	\$ 85,185	\$ 14,401	\$ 5,761,455		
COMMODITIES												
	Code / Definition	Working Total	APD	AFD	EMS	HSEM	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
7478	Clothing/Clothing Material	2,694	1,291	452	411	5	471	51	13	2,694	Staff work shirts	Tech %
7486	Books/Library	17,645	6,995	2,031	2,026	83	2,481	3,764	265	17,645	Reference books for technical staff	Tech %
7510	Office Supplies	7,000	1,186	232	314	18	1,750	1,750	7,000	Office Supplies / Printer Cartridges / Consumables	Lease %	
7580	Computer Software	20,850	9,980	3,499	3,184	42	3,645	596	104	20,850	Shared Software & Software for new employees	Equal %
7600	Small Tools/Minor Equipment	19,426	9,299	3,260	2,966	39	3,396	369	97	19,426	CTECC Small tools & Equipment	Tech %
7603	Security - System Maintenance	115,265	19,530	3,816	5,176	300	28,821	28,821	28,821	115,265	Facility security system maintenance & break-fix	Equal %
7610	Minor Computer Hardware	174,210	83,395	29,232	26,602	348	30,452	3,310	871	174,210	PC Refresh - Leased admin workstations and laptops	Tech %
7610	Minor Computer Hardware	64,790	29,803	9,991	5,656	0	18,340	0	0	64,790	PC Refresh - Leased CAD Workstations	CAD %
7610	Minor Computer Hardware	31,767	15,205	5,331	4,851	64	5,553	604	159	31,767	Sm. Computer Hardware for desktops, printers, peripherals	Tech %
7610	Minor Computer Hardware	10,000	4,600	1,542	873	0	2,985	0	0	10,000	Maintain CTECC Ops floor consoles, monitors, mounts & cabling	CAD %
7610	Minor Computer Hardware	195,0										

Combined Transportation, Emergency & Communications Center (CTECC)														
Capital Requests														
DRAFT-REVISION B														
FY2020														
Worksheet ID	Capital Item	FY 2019	Proposed FY 2020	APD	AFD	EMS	HSEM	Travis County	TXDOT	CMTA	ALLOC.	Total	Description	
2.2.012 Unit 0301	Storage expansion and refresh for DVV/DMAV	600,000	1,000,000	677,500	132,500	179,700	10,300	0	0	0	COA %	\$1,000,000	Expand SAN storage for APD DVV/DMAV system	(400,000)
2.2.013 Unit 0301	Access Layer Switches CTECC	550,000	-	0	0	0	0	0	0	0	Tech %	\$0	Refresh EOL access layer switches at CTECC.	550,000
2.2.011 Unit 0301	CTECC & PS storage expansion & refresh	526,000	1,500,000	718,050	251,700	229,050	3,000	262,200	28,500	7,500	Tech %	\$1,500,000	Shared CTECC IT systems & other PS IT systems.	(974,000)
2.2.004 Unit 0301	Data Domain Growth	450,000	100,000	67,750	13,250	17,970	1,030	0	0	0	COA %	\$100,000	Refresh EOL onsite backup equip.	350,000
2.2.006 Unit 0302	BUC SAN Refresh	310,000	110,000	52,107	20,262	20,262	0	17,369	0	0	BUC %	\$110,000	Backup 911 SAN Storage Refresh	200,000
2.2.015 Unit 0302	BUC Phone System Refresh	150,000	-	0	0	0	0	0	0	0	BUC %	\$0	Backup 911 Communication System Refresh	150,000
2.2.008 Unit 0301	Refresh core data switches (Networking Appliances)	150,000	950,000	454,765	159,410	145,065	1,900	166,060	18,050	4,750	Tech %	\$950,000	CTECC switches, routers, firewalls, VPN. (IT and CAD)	(800,000)
2.2.007 Unit 0302	BUC Server Refresh	110,000	55,000	26,053	10,131	10,131	0	8,685	0	0	BUC %	\$55,000	Backup 911 Server Refresh	55,000
2.2.010 Unit 0301	x86 servers for EMS, APD, Fire	100,000	120,000	81,300	15,900	21,564	1,236	0	0	0	COA %	\$120,000	Replacement Wintel for Public Safety.	(20,000)
2.2.005 Unit 0303	EOC Audio/Visual System Replacement & Upgrades	100,000	50,000	0	0	0	36,840	13,160	0	0	EOC %	\$50,000	Critical Replacement EOC A/V System Replacement	50,000
2.2.009 Unit 0301	Wireless Network Hardware Replacement	60,000	200,000	135,500	26,500	35,940	2,060	0	0	0	COA %	\$200,000	Wireless access points, wireless controllers, public safety hotspots.	(140,000)
2.2.017 Unit 0302	BUC Networking Equipment Refresh	50,000	50,000	23,685	9,210	9,210	0	7,895	0	0	BUC %	\$50,000	Backup 911 core network growth and refresh.	-
2.2.016 Unit 0303	Critical Replacement - CTECC A/V Refresh	30,000	60,000	23,790	6,906	6,888	282	8,436	12,798	900	Lease %	\$60,000	Refresh and replace end-of-life / end-of-support Audio Visual Equipment	(30,000)
2.2.018 Unit 0302	BUC A/V Refresh	25,000	-	0	0	0	0	0	0	0	BUC %	\$0	Backup 911 Refresh and replace end-of-life / end-of-support Audio Visual Equipment	25,000
	Total Capital Requests - Shared Technology & Projects	3,211,000	4,195,000	2,260,500	645,769	675,780	56,648	483,805	59,348	13,150		\$4,195,000		
	Grand Total	3,211,000	4,195,000	2,260,500	645,769	675,780	56,648	483,805	59,348	13,150		\$4,195,000		

## Exhibit B-2 Participation Table (Cost Allocation)

Partner  System	Capital Metropolitan Transportation Authority	City of Austin	Texas Department of Transportation - Austin District	Travis County
Computer Aided Dispatch		X	X	X
CTECC/Combined Center	X	X	X	X
Emergency Operations Center		X		X
Fire and EMS - RMS		X		
Transportation Management Systems / Intelligent Transportation Systems		X	X	

### Combined Transportation, Emergency & Communications Center (CTECC) Interlocal Budget Cost Allocation Rates and Methodologies

DRAFT-REVISION B  
FY2020

ALLOCATION	COA		APD		AFD		EMS		HSEM		Travis County		TXDOT		CMTA		Totals	Cost pool	Current Methodology	Proposed Methodology
	Current	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Variance	Proposed	Variance	Current	Proposed	Current	Proposed	Current	Proposed				
BUC %	89.38%	47.37%	18.42%	18.42%				▼ -5.78%			10.62%	15.79%	48.68%				100.00%	911 Backup Center OIM	Agency 911 Backup CAD licenses + total 911 Backup CAD licenses	Agency 911 workstations + workstations
CAD %	72.23%	46.00%	15.42%	8.73%				▼ -2.88%			27.46%	29.85%	8.70%	0.31%	▼ -100.00%		100.00%	Computer Aided Dispatch systems and resources	(CAD full lic * weighting of full lic) + (mobile lic * weighting of mobile lic) backup lic + total, weighted (non-backup) licenses	(CAD full lic * weighting of full lic) + (mobile lic * weighting of mobile lic) backup lic + total, weighted
COA %	100.00%	67.75%	13.25%	17.97%	1.03%		0.00%										100.00%	City of Austin-only activities & projects	100% City of Austin	Percentage of full-time staff Austin Departments (APD, & HSEM only)
EOC %	78.95%							73.68%	▼ -4.68%	21.05%	26.32%	25.04%					100.00%	Emergency Operations Center & Backup EOC systems at CTECC	Percentage of full-time staff by Agency (HSEM & Travis Cty OEM only)	No Change
Equal %	25.00%	16.94%	3.31%	4.49%	0.26%		0.00%	0.00%	0.00%	25.00%	25.00%	0.00%	25.00%	25.00%	0.00%	25.00%	100.00%	Security and finance functions	Precedent - 25% each participating agency	No Change
LD Tele %	82.39%	75.88%	0.97%	11.01%	1.24%		8.14%	8.19%	4.23%	▼ -48.39%	7.88%	6.55%	▼ -16.88%	1.54%	0.12%	▼ 92.21%	100.00%	Long Distance charges	2 year rolling average of actual calls per agency, fixed rate	No Change
Lease %	63.11%	39.65%	11.51%	11.48%	0.47%		0.00%	14.06%	14.06%	0.00%	21.33%	21.33%	0.00%	1.50%	1.50%	0.00%	100.00%	General Management, Utilities, and common area audio visual	Accordance w/ CTECC Lease Agreement §8.1 & §8.2	No Change
Port %	67.29%	46.50%	11.60%	16.50%	0.49%		11.48%	20.39%	17.70%	▼ -13.19%	11.81%	6.90%	▼ -41.57%	0.51%	0.40%	▼ 21.57%	100.00%	Telephone systems and resources	PBX ports per agency = total PBX ports	No Change
Tech %	78.75%	47.87%	16.78%	15.27%	0.20%		1.74%	18.56%	17.48%	▼ -5.82%	1.87%	1.90%	1.60%	0.82%	0.50%	▼ 39.02%	100.00%	Administrative IT systems and resources	(Agency administrative computers + agency printers) = total	No Change
Video Wall %	25.00%	16.94%	3.31%	4.49%	0.26%		0.00%				75.00%	75.00%	0.00%				100.00%	Video Wall support & maintenance	Precedent - 25% COA / 75% TXDOT	No Change

ALLOCATION	COA		APD		AFD		EMS		HSEM		Travis County		TXDOT		CMTA		FY 2020 Total
	Current	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Variance	Proposed	Variance	Current	Proposed	Current	Proposed	Current	Proposed	
BUC %	933,164.00	971,818.00	546,672.00	212,573.00	212,573.00	-	-	▲ 38,654.00	110,877.00	182,223.00	▲ 71,346.00	-	-	-	-	-	1,154,041.00
CAD %	2,767,709.00	2,589,413.00	1,697,974.00	569,193.00	322,246.00	-	-	▼ (178,296.00)	1,052,212.00	1,101,841.00	▲ 49,629.00	11,878.00	-	▼ (11,878.00)	-	-	3,691,254.00
COA %	7,076,422.00	7,332,094.00	4,854,640.00	1,032,719.00	1,370,934.00	73,801.00	-	▲ 255,672.00	-	-	-	-	-	-	-	-	7,332,094.00
EOC %	93,575.00	87,329.00	-	-	-	87,329.00	-	▼ (6,246.00)	24,950.00	31,196.00	▲ 6,246.00	-	-	-	-	-	118,525.00
Equal %	472,494.00	436,174.00	297,584.00	58,147.00	78,876.00	4,587.00	-	▼ (33,510.00)	439,787.00	436,176.00	▼ (3,611.00)	-	-	-	-	-	1,756,712.00
LD Tele %	12,388.00	13,364.00	11,380.00	146.00	1,652.00	186.00	-	▲ 976.00	1,229.00	635.00	▼ (594.00)	1,152.00	983.00	▼ (169.00)	231.00	18.00	15,000.00
Lease %	2,400,610.00	2,372,904.00	1,490,819.00	432,770.00	431,642.00	17,673.00	-	▼ (27,706.00)	522,369.00	528,651.00	▲ 6,282.00	736,570.00	801,998.00	▲ 65,428.00	55,730.00	56,400.00	3,759,953.00
Port %	225,581.00	250,294.00	155,181.00	38,712.00	55,066.00	1,335.00	-	▲ 24,713.00	68,047.00	59,070.00	▼ (8,977.00)	38,396.00	23,027.00	▼ (15,369.00)	1,703.00	1,335.00	333,726.00
Tech %	4,530,882.00	4,587,341.00	2,728,888.00	955,565.00	870,487.00	11,401.00	-	▲ 36,459.00	1,067,828.00	996,472.00	▼ (71,356.00)	107,478.00	108,312.00	▲ 834.00	47,178.00	28,503.00	5,700,628.00
Video Wall %	15,360.00	12,500.00	8,470.00	1,655.00	2,245.00	130.00	-	▼ (2,850.00)	-	-	-	34,650.00	37,500.00	▲ 2,850.00	-	-	50,000.00
Total	18,528,165.00	18,636,231.00	11,791,608.00	3,302,480.00	3,345,721.00	196,422.00	-	108,066.00	3,287,299.00	3,339,264.00	51,965.00	1,337,214.00	1,410,996.00	73,782.00	544,629.00	525,432.00	23,911,923.00
% of CTECC Budget	77%	78%						1%	14%	14%	0%	6%	6%	0%	2%	2%	0%

Attachment: Amended and Restated Interlocal Agreement for Operations and Maintenance of CTECC with Exhibits (4447 : Update to ILA for

## Exhibit B-2 Program Staffing

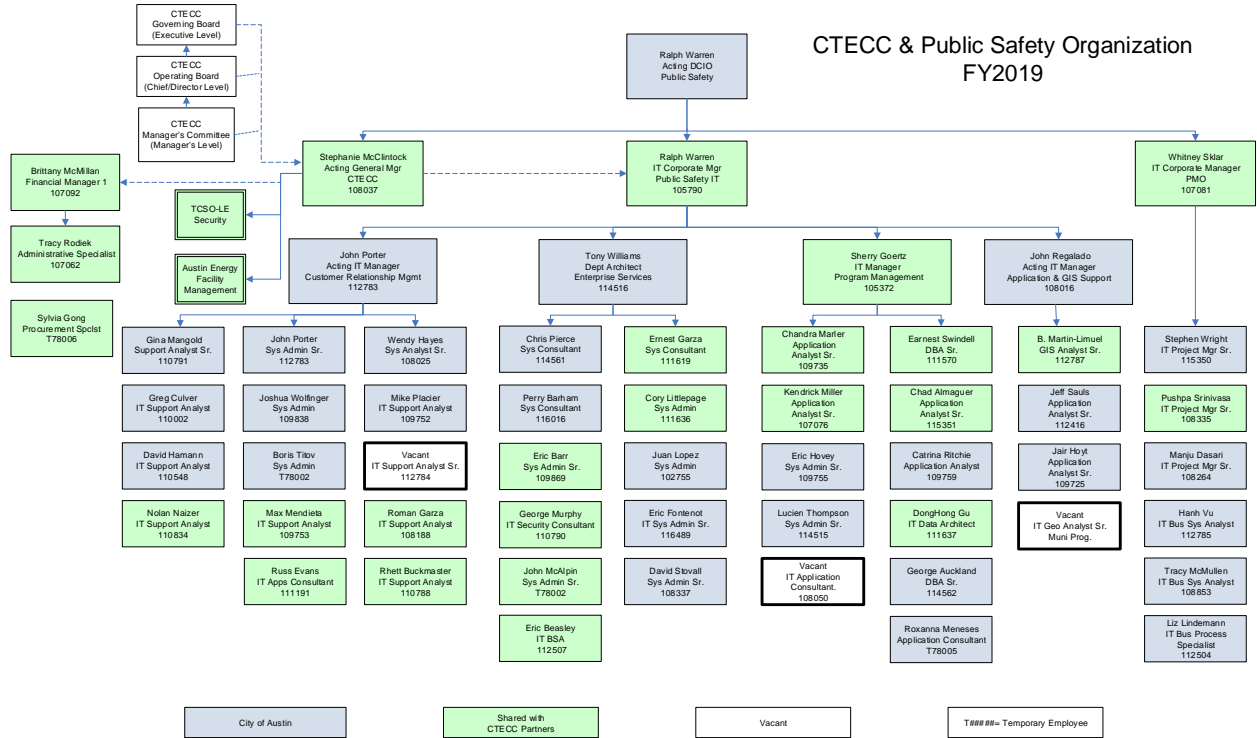


Exhibit C  
CTECC Partner and Shared Space

Site Plan Room #	Original Ownership	Owner(s)	Original Ownership/ Usage
130	Shared	CTECC	FACIL - Corridor
140	Shared	CTECC	Lobby
146	Shared	CTECC	Stair A
147	Shared	CTECC	Elevator Machine Room
150	Shared	CTECC	CTM Technical Support
150	Shared	CTECC	CTM Technical Support
151	Shared	CTECC	AE FMS Office
155	Exclusive	TXDOT	TxDOT - Data Center
155A	Exclusive	TXDOT	TxDOT - Storage
155B	Exclusive	TXDOT	TxDOT - Storage
155C	Exclusive	TXDOT	TxDOT - Maintenance
155D	Exclusive	TXDOT	TxDOT - Computer Tech
155E	Exclusive	TXDOT	TxDOT - Secured Storage
157	Exclusive	TXDOT	TxDOT - Office
158	Shared	CTECC	Wireless Technical Support
160	Shared	CTECC	Wireless Technical Support
162	Shared	CTECC	FACIL - Women's Restroom
163	Shared	CTECC	FACIL - Janitor
164	Shared	CTECC	FACIL - Men's Restroom
165	Exclusive	TXDOT	TxDOT - Office
167	Exclusive	TXDOT	TxDOT - Training
170	Shared	CTECC	CTM Technical Support
170	Shared	CTECC	CTM Technical Support
170A	Shared	CTECC	CTM Technical Support
170C	Shared	CTECC	CTM Technical Support
170D	Shared	CTECC	CTM Technical Support
170E	Shared	CTECC	CTM Technical Support
170F	Shared	CTECC	CTM Technical Support
170G	Shared	CTECC	CTM Technical Support
171	Shared	CTECC	FACIL - Tech Support
171	Shared	CTECC	FACIL - Tech Support
173	Shared	CTECC	FACIL - Data Center
175	Shared	CTECC	FACIL - GAATN
178	Shared	CTECC	Corridor A & B
180	Exclusive	TXDOT	TxDOT - Vestibule
180A	Exclusive	TXDOT	TxDOT - Storage
180B	Exclusive	TXDOT	TxDOT - Office
180C	Exclusive	TXDOT	TxDOT - Office
180D	Exclusive	TXDOT	TxDOT - Office
180E	Exclusive	TXDOT	TxDOT - Office
180F	Exclusive	TXDOT	TxDOT - Office
180G	Exclusive	TXDOT	TxDOT - Office
181	Shared	CTECC	FACIL - Electrical
183	Shared	CTECC	FACIL - UPS
186	Exclusive	TXDOT	TxDOT - Briefing
187	Shared	CTECC	FACIL - Receiving

Site Plan Room #	Original Ownership	Owner(s)	Original Ownership/ Usage
188	Shared	CTECC	Stair # 3
190	Shared	CTECC	FACIL - Mechanical
192	Shared	CTECC	FACIL - Fire Riser
196	Shared	CTECC	FACIL - Breezeway
200	Shared	CTECC	FACIL - Operations Floor
200A	Shared	CTECC	APD
201	Exclusive	TCSO	TC Sheriff - Supervisor
202	Exclusive	TCSO	TC Sheriff - Supervisor
203	Shared	COA AFD	AFD - Shift Leut.
204	Exclusive	COA AFD	TC Sheriff - County Liaison
205			AFD - Vestibule
205A	Shared	COA AFD	AFD - Sleep
205B	Shared	COA AFD	AFD - Sleep
206	Shared	CTECC	FACIL - Telecomm
207	Shared	COA APD	APD - JOC/Training
208	Shared	COA APD	APD - Supervisor
209	Shared	COA APD	APD - Supervisor
211	Shared	CTECC	FACIL - Restroom
211	Shared	CTECC	vestibule
213	Shared	CTECC	FACIL - Restroom
214	Shared	CTECC	FACIL - Break Room
215	Shared	CTECC	FACIL - Janitor
216	Shared	CTECC	FACIL - Women's Restroom
217	Exclusive	TXDOT	TxDOT - Conference Room
218	Shared	CTECC	FACIL - W Locker Room Vestibule
218	Shared	CTECC	FACIL- Vestibule WRR
218A	Shared	CTECC	FACIL - Women's Locker Room
218B	Shared	CTECC	FACIL - Women's Locker Room
219	Shared	CTECC	FACIL - Quiet Room
220	Shared	CTECC	FACIL - Telecomm
220	Shared	CTECC	vestibule
222	Shared	CTECC	FACIL - Electric
223	Exclusive	TCSO	TC Sheriff - Training
223A	Exclusive	TCSO	TC Sheriff - File Room
224	Shared	CTECC	FACIL - M Locker Room Vestibule
224	Shared	CTECC	M Locker
224	Shared	CTECC	vestibule mrr
224B	Shared	CTECC	FACIL - Exercise
225	Shared	CTECC	vestibule
226	Shared	CTECC	FACIL - Men's Restroom
226	Shared	CTECC	vestibule
229	Shared	CTECC	FACIL - Corridor
230	Shared	CTECC	FACIL - Quiet Room
230	Shared	CTECC	FACIL - Kitchen
230A	Shared	CTECC	Mothers' Room
231	Exclusive	TCSO	TC Sheriff - Comm Mgr

Site Plan Room #	Original Ownership	Owner(s)	Original Ownership/ Usage
231A	Exclusive	TCSO	TC Sheriff - JOC/Copy
232	Shared	CTECC	FACIL - Security
234	Shared	CTECC	FACIL - Training
234A	Shared	CTECC	FACIL - Storage
240	Shared	CTECC	FACIL - Reception
241A	Shared	CTECC	FACIL - Control
242	Shared	CTECC	FACIL - Vestibule
242A	Shared	CTECC	FACIL - Restroom
242B	Shared	CTECC	FACIL - Restroom
245	Exclusive	AEMS	AEMS - Supervisor
250	Exclusive	AEMS	AEMS - Special Projects
250	Shared	CTECC	FACIL - Janitor
250A	Exclusive	A/TCEMS	AEMS - Mgr
250B	Exclusive	A/TCEMS	AEMS - Mgr
250C	Exclusive	A/TCEMS	AEMS - Mgr
250D	Exclusive	A/TCEMS	AEMS - Training
251	Shared	CTECC	FACIL - Shower
252	Shared	CTECC	FACIL - Corridor
253	Shared	AEMS AFD	AEMS- AFD JOC
253A			AEMS - JOC
253B			AFD - JOC
254	Exclusive	CMTA	CAP Metro
256	Shared	CTECC	FACIL - Break Room
258	Exclusive	COA AFD	AFD - Comm Mgr
260	Shared	CTECC	FACIL - Vestibule
260A	Shared	CTECC	FACIL - Asst. Mgr
260B	Shared	CTECC	FACIL - Asst. Mgr
260C	Shared	CTECC	FACIL - Facility Mgr
260D	Shared	CTECC	FACIL - Conference
260E	Shared	CTECC	FACIL - Reception
260F	Shared	CTECC	FACIL - Facility Deputy Mgr
260G	Shared	CTECC	FACIL - Secured
260H	Shared	CTECC	FACIL - Facility Deputy Mgr
263	Shared	COA AFD	AFD - Vestibule
263A	Shared	COA AFD	AFD - Assist Mgr
263B	Shared	COA AFD	AFD - Special Projects
263C	Shared	COA AFD	AFD - Trainer
263D	Shared	COA AFD	AFD - Tech Support
270	Shared	CTECC	FACIL - Tech Support
271	Shared	COA APD	Exclusive APD workstations
273	Shared	CTECC	FACIL - Electric
277	Shared	CTECC	FACIL - Restroom
279	Shared	CTECC	FACIL - Restroom
280	Exclusive	COA APD	APD - Special Projects
280A	Exclusive	COA APD	APD - Tape Archive
280B	Exclusive	COA APD	APD - Asst. Mgr.

Site Plan Room #	Original Ownership	Owner(s)	Original Ownership/ Usage
280C	Exclusive	COA APD	APD - Special Projects Position 1
280D	Exclusive	COA APD	APD - Special Projects Position 2
280E	Exclusive	COA APD	APD - Special Projects Position 3
280F	Exclusive	COA APD	APD - Asst. Mgr.
280G	Exclusive	COA APD	APD - Asst. Mgr.
280H	Exclusive	COA APD	APD - Asst. Mgr.
280I	Exclusive	COA APD	APD - Administration
280J	Exclusive	COA APD	APD - Comm Mgr
280K	Exclusive	COA APD	APD - Conference
288			FACIL - Stair
311	Shared	CTECC	FACIL- Restroom
312	Shared	CTECC	FACIL- Restroom
316	Shared	CTECC	FACIL - Corridor
316	Shared	CTECC	FACIL - Corridor
316A	Shared	CTECC	FACIL- Janitor
316B	Shared	CTECC	FACIL - Mechanical
316C	Shared	CTECC	FACIL- Coat
316D	Shared	CTECC	FACIL- Security
316E	Shared	CTECC	FACIL- Electric
316F	Shared	CTECC	FACIL- Tele/ Comm
317	Shared	CTECC	Policy Command
320	Exclusive	EOC .33 TC / .67 COA	OEM EOC- Operations Room
320A	Exclusive	EOC .33 TC / .67 COA	OEM EOC- ARES
320B	Exclusive	EOC .33 TC / .67 COA	OEM EOC- Special Coordination
320C	Exclusive	EOC .33 TC / .67 COA	OEM Medical EOC
320D	Exclusive	EOC .33 TC / .67 COA	OEM EOC- Storage
320E	Exclusive	EOC .33 TC / .67 COA	FACIL- Tele/ Comm
320F	Exclusive	EOC .33 TC / .67 COA	OEM EOC- A/V Equipment
321	Exclusive	TXDOT	TXDOT- Travler Information
321A	Exclusive	TXDOT	TXDOT- Sound Booth
324	Exclusive	EOC .33 TC / .67 COA	EOC- Media Viewing (Into EOC)
325	Exclusive	EOC .33 TC / .67 COA	EOC- Ops Viewing (Over 9-1-1)
326	Exclusive	EOC .33 TC / .67 COA	EOC- A/V Access (Media Equip.)
329	Exclusive	TXDOT	TXDOT- Reception
329A	Exclusive	TXDOT	TXDOT- Office
329B	Exclusive	TXDOT	TXDOT- Office

Site Plan Room #	Original Ownership	Owner(s)	Original Ownership/ Usage
330	Exclusive	EOC COA	OEM- Austin- Reception
330A	Exclusive	EOC COA	OEM- Austin- Office
330B	Exclusive	EOC COA	OEM- Austin- Office
330C	Exclusive	EOC .33 TC / .67 COA	OEM- Shared- Copy/Coffee
330D	Exclusive	EOC COA	OEM- Austin- Office
330E	Exclusive	EOC COA	OEM- Austin- Office
330F	Exclusive	EOC TC	OEM- Travis- Office
330G	Exclusive	EOC TC	OEM- Travis- Office
330H	Exclusive	EOC COA	OEM- Austin- Office
330I	Exclusive	EOC TC	OEM- Travis- Office (cubes/hotseat)
330J	Exclusive	EOC TC	OEM- Travis- Office
330K	Exclusive	EOC COA	OEM- Austin- Office
330L	Exclusive	EOC COA	OEM- Office- Austin ( Bullpen- Multiple)
337	Exclusive	EOC .33 TC / .67 COA	EOC Public Information Officer
341	Shared	CTECC	Storage
	Shared	CTECC	Corridor A & B
	Exclusive	COA APD	APD - Vestibule

Exhibit D  
Performance Measures

<b>Public Safety: Customer Relationship Management &amp; Enterprise Services</b>		
Percentage of all <b>Public Safety Customer Relationship Management &amp; Public Safety Enterprise Services</b> "3" Help Desk Tickets resolved within 24 hours (Urg3Resolved 24Hr / Urg3Resolved)	1215	57%
Percentage of all <b>Public Safety Customer Relationship Management &amp; Public Safety Enterprise Services</b> help desk tickets causing work interruptions (Level 3) closed within 4 business days (Urg3DueDateMet / Urg3Resolved)	8645	90%
Number of Urgency 3 Service Desk Tickets Resolved ( <b>Public Safety Customer Relationship Management &amp; Public Safety Enterprise Services</b> ) (ResolvedBusDay8to5: Urg3Resolved)	***	372
Urgency 3 Service Desk Tickets Resolved within 4 Business Days ( <b>Public Safety Customer Relationship Management &amp; Public Safety Enterprise Services</b> ) (ResolvedBusDay8to5: Urg3DueDateMet)	***	335
Number of Urgency 3 Service Desk Tickets Remedied within 24 Hrs ( <b>Public Safety Customer Relationship Management &amp; Public Safety Enterprise Services</b> ) (ResolvedBusDay8to5: Urg3Res24Hr)	***	213

***Exercise Option on Lease Agreement for 209 West 9th St***

Approval of a resolution authorizing the President & CEO, or his designee to exercise the four remaining option years, as they occur, on the 209 W. 9th Street lease space with 1303 Properties Ltd. Continuation of the lease allows Capital Metro to provide space for MetroAccess Eligibility and the Transit Store in an amount not to exceed \$742,106.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019**

**(ID # AI-2019-1063)**

**Exercise Options for Lease of 1st Floor 209 W. 9th Street**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee to exercise the four remaining option years, as they occur, on the 209 W. 9th Street lease space with 1303 Properties Ltd. Continuation of the lease allows Capital Metro to provide space for MetroAccess Eligibility and the Transit Store in an amount not to exceed \$742,106.

**FISCAL IMPACT:**

Funding for this item is contingent on approval of the Operating Budget in subsequent fiscal years.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

1. High Quality Customer Experience

Strategic Objectives:

- 1.2 Ridership,
- 1.3 Net Promoter Score /Customer Satisfaction

**EXPLANATION OF STRATEGIC ALIGNMENT:**

The exercise of the options on this lease space allows customers easy access to the Transit Store and MetroAccess Eligibility, as there are multiple bus routes that service this location.

**BUSINESS CASE:**

Capital Metro does not own adequate administrative office space to house all of its services. Leasing office space is required to house all required services. This lease space is located centrally, in downtown Austin, and is easily accessed by public transportation services.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and is recommended for approval by the Operations, Planning and Safety Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

Capital Metro will house MetroAccess Eligibility and the Transit Store in this leased space. Exercising the options for the leased space allows Capital Metro to provide continued customer service at a centralized downtown location. Pricing for each option year is detailed below.



FISCAL YEAR	ANNUAL TOTAL
Fiscal 2020	\$177,384
Fiscal 2021	\$182,705
Fiscal 2022	\$188,186
Fiscal 2023	\$193,832

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**

**RESOLUTION (ID # AI-2019-1063)**

**Exercise Options for Lease of 1st Floor 209 W. 9th Street**

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.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to exercise the four remaining option years, as they occur, on the 209 W. 9th Street lease space with 1303 Properties Ltd. Continuation of the lease allows Capital Metro to provide space for MetroAccess Eligibility, and the Transit Store in an amount not to exceed \$742,106.

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

\_\_\_\_\_  
**Secretary of the Board  
Eric Stratton**

Attachment: Resolution-AI-2019-1063 (4445 : Exercise Option on Lease Agreement for 209 West 9th St)

***Contract Modification for Vehicle Inspection Services***

Approval of a resolution authorizing the President & CEO, or his designee, to allocate funding for additional task orders during Option Year 1 of the current contract with Transit Research Consultants (Contract 200317) in an amount up to \$296,000 in FY2020, and not to exceed the original agreed-upon contract amount of \$326,510.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019  
(ID # AI-2019-1068)  
Vehicle Inspections Task Order Contract**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to allocate funding for additional task orders during Option Year 1 of the current contract with Transit Research Consultants (Contract 200317) in an amount up to \$296,000 in FY2020, and not to exceed the original agreed-upon contract amount of \$326,510.

**FISCAL IMPACT:**

Funding for this item subject to approval of the FY2020 and FY2021 Operating Budgets.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

3. Sustainability

Strategic Objectives:

3.6 Adherence to State of Good Repair Program

**EXPLANATION OF STRATEGIC ALIGNMENT:**

These task orders will provide assurance that the transit bus fleet is in a state of good repair: when delivered new from the factory; when configuration changes are made; and when the fleet is transitioned between contracted service providers.

**BUSINESS CASE:**

These task orders will provide the Authority with additional qualified and experienced personnel to handle highly technical but temporary tasks and will do so without increasing staffing levels.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and recommended for approval at the Operations, Safety and Planning Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

Capital Metro currently has a task order contract with Transit Research Consultants that consists of a base year with two one-year options. Due to scheduling changes, some anticipated tasks have been delayed while others have been accelerated, so that most of the tasks will need to be performed in the next twelve months. Therefore, the second and third years are being combined to allow for execution of the tasks without needing to re-procure the work. The tasks will include: fleet condition assessment prior to transitioning to the new contracted service provider; third party factory inspections of new buses; and, technical assistance when performing on-site configuration changes to the fleet.

**SBE PARTICIPATION:**

No SBE goal is assigned to this procurement due to limited subcontracting opportunity and small availability of certified SBE firms in the relevant work area: Automotive Safety Vehicle Inspection Services (NAICS Code 811198). However, the prime contractor is committed to utilize the following small business.

<b>Subcontractor</b>	<b>Race/Gender</b>	<b>Services/Products</b>	<b>SBE Commitment</b>
Bernik Industries, LLC (DBE), Winter Springs, FL	Asian Pacific Female	Road Test & Fleet Audit	10%

**PROCUREMENT:**

On August 6, 2018, contract 200317 was awarded to Transit Research Consultants for a one-year base period and two, one-year option periods as follows:

Contract awarded 8/6/18	
Amount Awarded (Base Period)	\$108,100.00
Option Period 1 (Mod 1: 8/6/19 - 8/5/20)	\$108,100.00
Option Period 2 (8/6/20 - 8/5/21)	\$110,310.00
<b>Grand Total</b>	<b>\$326,510.00</b>

Modifications to the contract within the Procurement Policy can be made up to \$150,000 per year without board approval. It is anticipated that contract modifications during Option Year 1 may exceed this threshold, and that the anticipated not-to-exceed amount for Option Year 1 may be \$186,200. The total contract amount of \$326,510 will not be exceeded.

**RESPONSIBLE DEPARTMENT:** Bus and Paratransit Services



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1068)**

**Vehicle Inspections Task Order Contract**

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to procure third-party vehicle inspection services;

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to allocate funding for additional task orders during Option Year 1 of the current contract with Transit Research Consultants (Contract 200317) in an amount up to \$296,000 in FY2020, and not to exceed the original agreed-upon contract amount of \$326,510..

\_\_\_\_\_  
**Secretary of the Board  
Eric Stratton**

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

Attachment: Resolution-AI-2019-1068 (4444 : Contract Modification for Vehicle Inspection Services)

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

***MEETING DATE: 08/26/2019  
(ID # 4443)***

***ILA with ACC for Cypress Creek Service***

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute extensions to the interlocal agreement with Austin Community College for one stop on the Northwest Feeder route for an amount not to exceed \$19,325.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019**

**(ID # AI-2019-1018)**

**ACC Cypress Creek Campus Interlocal Agreement Amendment**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute extensions to the interlocal agreement with Austin Community College for one stop on the Northwest Feeder route for an amount not to exceed \$19,325.

**FISCAL IMPACT:**

Refer to executive summary for clarification.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

4. Valued Community Partner

Strategic Objectives:

4.4 Organizational Partner Satisfaction

**EXPLANATION OF STRATEGIC ALIGNMENT:**

Through this ILA and extension, Capital Metro continues the regional partnership with ACC to connect the Cypress Creek campus in Cedar Park to the Capital Metro network via Route 214, Northwest Feeder.

**BUSINESS CASE:**

Approval of this extension ensures continuation of connectivity by providing one stop in Cedar Park at the ACC Cypress Creek campus, which is outside the service area.

Through ongoing coordination, ACC has sponsored this stop since 2012. ACC will reimburse Capital Metro for service on Route 214 at this stop.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and is recommended for approval by the Operations, Planning and Safety Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

The Northwest Feeder route provides connectivity between the communities of Lago Vista, Jonestown and Lakeline Station. Since January 2012, ACC has sponsored a stop on the Northwest Feeder in order to provide students, staff and faculty transit access to the ACC Cypress Creek campus. Capital Metro and ACC currently have a three year ILA for reimbursement of service to the stop. The base term of the ILA expires on September 30, 2019, and there are two extension options available under the ILA. Amendment 1 exercises the first extension option by extending the ILA through September 30, 2020 for an amount not to exceed \$9,496. The second extension option, which may be exercised by ACC at a later date with written notice to Capital Metro, will extend the ILA through September 30, 2021. The total for both extensions is \$19,325. Amendment 1 to the ILA was approved by the ACC Board of Trustees on July 8, 2019.



DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1018)**

**ACC Cypress Creek Campus Interlocal Agreement Amendment**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute extensions to the interlocal agreement with Austin Community College for one stop on the Northwest Feeder route for an amount not to exceed \$19,325.

\_\_\_\_\_  
**Secretary of the Board**  
**Eric Stratton**

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

Attachment: Resolution-AI-2019-1018 (4443 : ILA with ACC for Cypress Creek Service)

# Austin Community College (ACC) Cypress Creek Campus Interlocal Agreement Amendment

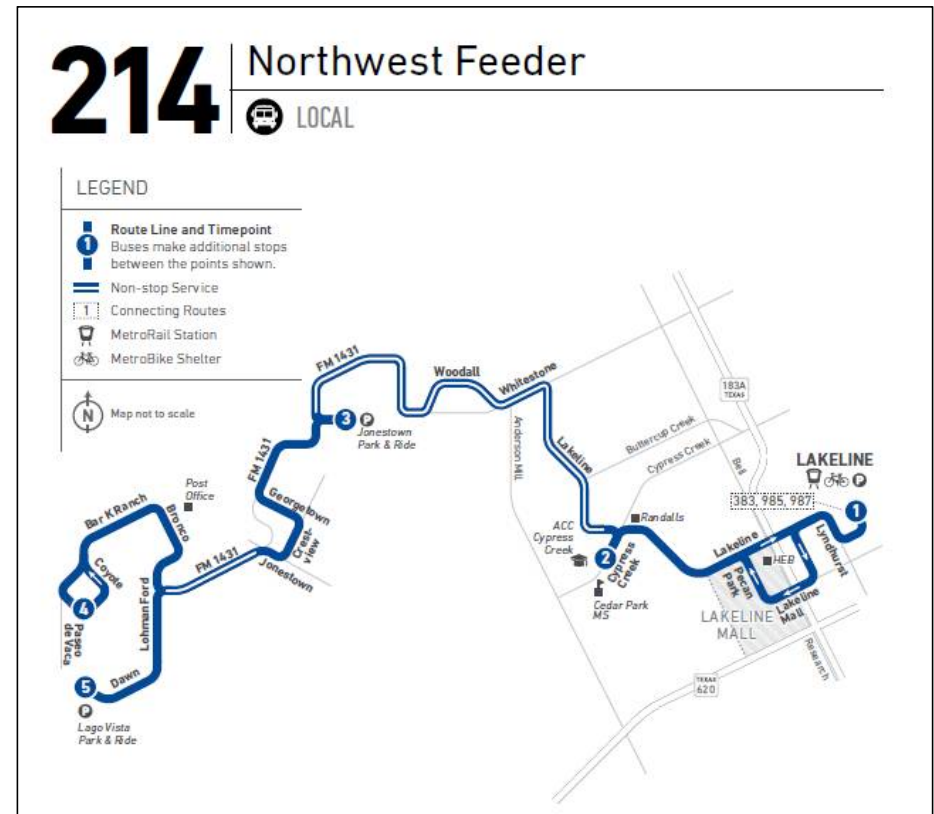
Operations, Planning and Safety Committee Meeting  
August 12, 2019

1

**METRO**

# Background

- ACC Cypress Creek campus is located in Cedar Park – outside the Capital Metro service area
- Capital Metro provides bus service to the campus through an Interlocal Agreement (ILA) with ACC
- The ILA expires on September 30th and includes two optional extensions



# ACC Cypress Creek ILA Amendment

- ACC reimburses Capital Metro yearly for service to the stop
- ACC Board of Trustees approved Amendment 1 to extend the ILA on July 8, 2019
- ACC may exercise the option for Amendment 2 with written notification

Amendment	Year	Cost
1	FY 2020	\$9,496
2	FY 2021	\$9,829
	Total	\$19,325

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

**MEETING DATE: 08/26/2019**  
**(ID # 4434)**

***ILA with Travis County for Employee Passes***

Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2019, to September 30, 2020.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019**

**(ID # AI-2019-1057)**

**Travis County Interlocal Agreement Extension**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2019, to September 30, 2020.

**FISCAL IMPACT:**

This action is revenue-generating.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

4. Valued Community Partner

Strategic Objectives:

4.4 Organizational Partner Satisfaction

**EXPLANATION OF STRATEGIC ALIGNMENT:**

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

**BUSINESS CASE:**

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

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and is recommended for approval by the Finance, Audit and Administration Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

As part of Capital Metro's desire to build strong community partnerships that further Capital Metro's mission and vision and as part of Capital Metro's and Travis County's continued joint effort to promote sustainability through transportation alternatives, this agreement is an extension of an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2019, to September 30, 2020. This extension is the first of three, one-year, optional extensions allowed under the ILA.



DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1057)**

**Travis County Interlocal Agreement Extension**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to execute an extension of an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2019, to September 30, 2020.

\_\_\_\_\_  
**Secretary of the Board**  
**Eric Stratton**

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

Attachment: Resolution-AI-2019-1057 (4434 : ILA with Travis County for Employee Passes)

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT  
BETWEEN  
TRAVIS COUNTY AND  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
FOR EMPLOYEE TRANSIT SERVICES**

This Amendment No. 1 to the Interlocal Agreement for Employee Transit Services ("Amendment") is entered into by and between Travis County, Texas ("Travis County"), a political subdivision of the State of Texas, and Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code. Capital Metro and Travis County are referred to in this Amendment collectively referred the "Parties" and individually as a "Party".

**I. Recitals**

1. The Parties entered into that certain Interlocal Agreement for Employee Transit Services dated effective September 26, 2018 under which Capital Metro provides transit services to employees of Travis County (the "Interlocal Agreement").
2. Article III.1 of the Interlocal Agreement provides the term of the Interlocal Agreement (the "Term") will initially remain in effect until September 30, 2019 and may be extended for up to three additional 12-month optional renewals.
3. The Parties desire to extend the Term for one (1) twelve (12) month renewal period.
4. In addition, the Parties desire to amend the rates and costs for bus and rail services set forth in the Agreement.

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

**II. Agreement**

1. Article III.1 of the Interlocal Agreement provides that all optional renewals and extensions are subject to the review and approval of the Capital Metro Board of Directors and the Travis County Commissioners Court. Pursuant to Article III.1 of the Interlocal Agreement, the Parties hereby agree to renew the Interlocal Agreement for an additional 12-month period from October 1, 2019 through September 30, 2020.
2. As of October 1, 2019, Table 1 in Section 1.1 of the Agreement is deleted in its entirety and replaced with the following:

<b>Service</b>	<b>Promotional Fare Price</b>
----------------	-------------------------------

Local	30% discount on current standard, published rates
Commuter	30% discount on current standard, published rates
MetroAccess (Paratransit)	\$46.50 per month

3. Except as otherwise set forth in this Amendment, the Interlocal Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.
4. Capitalized items used in this Amendment and not otherwise defined have the meanings assigned to them in the interlocal Agreement.

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

**Capital Metropolitan  
Transportation Authority**

**Travis County, Texas**

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

Randy Clarke  
President/CEO

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

Sarah Eckhardt  
Travis County Judge

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

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

Approved as to form:

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

CMTA Legal

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 08/26/2019**

**(ID # 4433)**

**ILA with ACC for Transit Passes**

Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2019, to August 31, 2020, that establishes a flat-fee for paratransit, rail and fixed-route bus services of \$429,000 for the term of the extension.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019  
(ID # AI-2019-1046)  
ACC Interlocal Agreement Extension**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2019, to August 31, 2020, that establishes a flat-fee for paratransit, rail and fixed-route bus services of \$429,000 for the term of the extension.

**FISCAL IMPACT:**

This action is revenue-generating.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

4. Valued Community Partner

Strategic Objectives:

4.4 Organizational Partner Satisfaction

**EXPLANATION OF STRATEGIC ALIGNMENT:**

Extension of the ILA with Austin Community College will maintain a strong partnership that supports Capital Metro's mission and vision. The ILA extension has the potential to increase ridership on Capital Metro services and sustain revenue.

**BUSINESS CASE:**

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

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and is recommended for approval by the Finance, Audit and Administration Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

As part of Capital Metro's desire to build strong community partnerships that further Capital Metro's mission and vision and as part of Capital Metro's and Austin Community College's continued joint effort to promote sustainability through transportation alternatives, this agreement is an extension of an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2019, to August 31, 2020, that establishes a flat-fee for paratransit, rail and fixed-route bus services of \$429,000 for the term of the extension. This extension is the first of four, one-year, optional extensions allowed under the ILA.



DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1046)  
ACC Interlocal Agreement Extension**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to execute an extension of an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2019, to August 31, 2020, that establishes a flat-fee for paratransit, rail and fixed-route bus services of \$429,000 for the term of the extension.

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

\_\_\_\_\_  
**Secretary of the Board  
Eric Stratton**

Attachment: Resolution-AI-2019-1046 (4433 : ILA with ACC for Transit Passes)



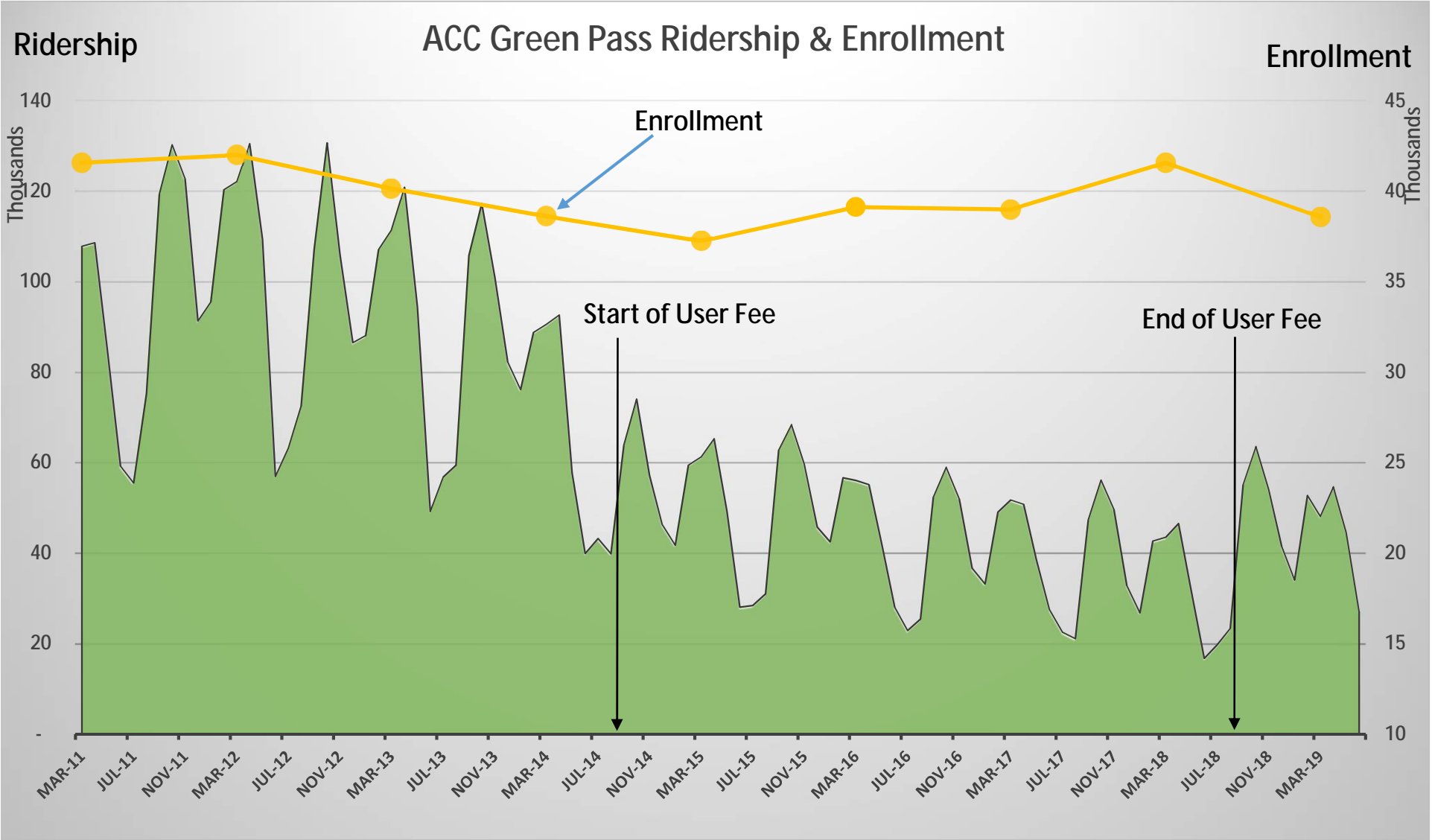
# METROWORKS

EMPLOYEE TRANSPORTATION BENEFITS PROGRAM



1

[capmetro.org](http://capmetro.org) | ACC



Attachment: ACC ILA For Transit Passes 2019 (4433 : ILA with ACC for Transit Passes)

# Results

- Increased Ridership
- Budgetary Stability
- Strengthened Partner Relationship
- Simplified Billing
- Enhanced User Experience



# METROWORKS

EMPLOYEE TRANSPORTATION BENEFITS PROGRAM



**AMENDMENT NO. 1  
TO  
INTERLOCAL AGREEMENT BETWEEN  
AUSTIN COMMUNITY COLLEGE DISTRICT  
AND  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 (“Amendment”) is made and entered into by and between Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and Austin Community College District (“ACC”) a public junior college and political subdivision of the State of Texas and collectively referred to as the “Parties”, upon the premises and for the consideration stated herein.

**RECITALS**

**WHEREAS**, Capital Metro and ACC entered into that one certain Interlocal Agreement, dated effective September 1, 2018 (“Agreement”) for the provision of Capital Metro’s mass transit services and passes to ACC employees and students and,

**WHEREAS**, the Agreement provides that the term of the Agreement (the “Term”) will initially remain in effect through August 31, 2019 and may be extended for up to four (4) twelve (12) month extension periods; and,

**WHEREAS**, the Parties desire to extend the Term for one (1) twelve (12) month extension period; and,

**WHEREAS**, the Parties further desire to revise the Agreement to reflect ACC’s correct name, Austin Community College District.

**NOW, THEREFORE**, in consideration for the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions stated herein as evidenced by the signatures of their respective duly authorized representatives below.

**AGREEMENT**

- A. **EXTENSION.** The Term is extended until August 31, 2020.
- B. **NAME CORRECTION.** All references in the Agreement to Austin Community College are deleted and replaced with Austin Community College District. All references in the Agreement to ACC refer to Austin Community College District.
- C. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement shall have the same meaning herein. All terms and conditions contained

in the Agreement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement. The Recitals contained in this 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 any and all prior or contemporaneous oral or written statements, agreements, and negotiations.
- E. **RATIFICATION.** The Agreement, 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, 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: \_\_\_\_\_  
       Randy Clarke  
       President/CEO

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

#### **AUSTIN COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_  
       Dr. Richard M. Rhodes  
       President/CEO

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

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

**MEETING DATE: 08/26/2019**  
**(ID # 4432)**

***Modification to Contract for Employee Life Insurance***

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with Standard Insurance Company for premium payments for life and disability insurance for an additional \$61,000 for the total contract not to exceed an amount of \$986,971.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019**

**(ID # AI-2019-1075)**

**Life Insurance Benefit Contract Modification**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract modification with Standard Insurance Company for premium payments for life and disability insurance for an additional \$61,000 for the total contract not to exceed an amount of \$986,971.

**FISCAL IMPACT:**

Funding for this action is available in the FY2019 Operating Budget.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

2. Engaged Workforce

Strategic Objectives:

2.2 Staff Satisfaction

**EXPLANATION OF STRATEGIC ALIGNMENT:**

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

**BUSINESS CASE:**

This contract modification is a result of a self-audit related to the billing process conducted by the Human Resources department that identified additional premiums due to Standard.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented and is recommended for approval by the Finance, Audit and Administration Committee on August 12, 2019.

**EXECUTIVE SUMMARY:**

The current contract and all option years for life, AD&D, and disability insurance for Capital Metro employees expired on June 30, 2019. Capital Metro completed an audit of the self-paid billing process to close out the contract with Standard Insurance Company. The audit identified premium increases due to salary increases and additional elections of optional supplemental life insurance by employees for the period of October 1, 2017 through March 30, 2018 that need to be paid and will increase the contract amount above the board authorized contract award. The Procurement section below provides the contract and prior modification history.

Attachment: Resolution-AI-2019-1075 (4432 : Modification to Contract for Employee Life Insurance)



**SBE PARTICIPATION:**

No SBE goal was assigned to this project because there was no scope for subcontracting.

**PROCUREMENT:** On September 28, 2015, following board authorization, Capital Metro awarded a contract to Standard Insurance Company, for basic life insurance, accidental death and dismemberment (AD&D) insurance, long-term disability insurance and FMLA Administration paid by Capital Metro and voluntary life, AD&D, short term disability and long term buy up disability paid by employees in an amount not to exceed \$775,971. Modifications to the contract within the Procurement Policy of up to \$150,000 above the board award have been made to cover premiums above the original projected employee-paid optional life insurance and short-term disability insurance elections. This proposed modification will increase the total not to exceed amount by an additional \$61,000, bringing the not to exceed amount to \$986,971.

Description	Amount
Base Term	\$511,355
Option Yr. 1	\$264,616
Modifications through June 31, 2019	\$150,000
<b>Subtotal 9/28/15 Board Award</b>	<b>\$925,971</b>
Proposed Modification	\$61,000
<b>Final Not to Exceed Amount-August 2019</b>	<b>\$986,971</b>

**RESPONSIBLE DEPARTMENT:** Human Resources



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1075)**

**Life Insurance Benefit Contract Modification**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to finalize the payments under the contract; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to execute this contract modification to allow Capital Metro to finalize premium payments to Standard Insurance Company.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO or his designee, is authorized to finalize and execute a contract modification of Contract No. 200004 with Standard Insurance Company for premium payments for life and disability insurance for an additional \$61,000 for the total contract not to exceed an amount of \$986,971.

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

\_\_\_\_\_  
**Secretary of the Board**  
**Eric Stratton**

Attachment: Resolution-AI-2019-1075 (4432 : Modification to Contract for Employee Life Insurance)

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

**MEETING DATE: 08/26/2019**  
**(ID # 4442)**

**Contract for Electric Transit Bus Replacements**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with New Flyer of America to purchase up to six battery electric transit buses and related equipment in an amount not to exceed \$8,265,154.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019  
(ID # AI-2019-1083)  
Transit Bus Replacement Electric Buses**

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with New Flyer of America to purchase up to six battery electric transit buses and related equipment in an amount not to exceed \$8,265,154.

**FISCAL IMPACT:**

Funding for this action is in the FY2020 Operating and Capital Budgets and is partially funded by grants.

**STRATEGIC PLAN:**

Strategic Goal Alignment:  
3. Sustainability

**Strategic Objectives:**

3.6 Adherence to State of Good Repair Program

**EXPLANATION OF STRATEGIC ALIGNMENT:**

This item will allow for the replacement of transit buses used on fixed route services. These buses have exceeded their useful life and need replacement to maintain a state of good repair.

**BUSINESS CASE:**

To maintain a state of good repair of the bus fleet, Capital Metro establishes a fleet plan for scheduled replacement of vehicles. This item will allow for replacement of up to six vehicles under that plan. The buses being retired have exceeded their scheduled useful life.

**EXECUTIVE SUMMARY:**

The Capital Metro fleet plan calls for the scheduled replacement of transit vehicles that have reached or exceeded their useful life. The Federal Transit Administration (FTA) requires federally funded vehicles to be kept in service for a minimum of 12 years and this contract will allow for the replacement of up to six buses that will have exceeded 18 years of service at their retirement. This contract is for an order of two 60-foot battery electric transit buses and four 40-foot battery electric transit buses and related equipment. This activity is partially funded by a Department of Transportation FY2019 Low or No Emission (Low-No) Grant in the amount of \$2,600,000, and by a Texas Commission on Environmental Quality FY2019 Texas Clean Fleet Program Grant in the amount of \$1,500,000.

**COMMITTEE RECOMMENDATION:** This item will be presented to the full board on August 26, 2019.

**DBE PARTICIPATION:**

DBE goals do not apply because the solicitation requires a Transit Vehicle Manufacturer (TVM) Certificate. Only those listed on FTA's eligible TVMs list, or who have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid. To remain eligible, TVMs must submit an annual DBE goal methodology to FTA by August 1 of each year.

**PROCUREMENT:** On July 26, 2019, Capital Metro was selected as a recipient of competitive grant funding by the Federal Transportation Authority (FTA) for the Low or No Emission (Low-No) Grant program. The grant program allows recipients to submit their application in partnership with other entities, such as specific vehicle manufacturers. Capital Metro selected New Flyer of America as the participating business partner and the competitive grant selection process satisfies the requirement for a competitive procurement under 49 U.S.C. 5325(a).

On August 12, 2019, a proposal was requested from New Flyer of America and the pricing received was determined to be fair and reasonable. The contract is a hybrid fixed price contract. The term of the Contract is one year, for pricing offered as follows.

Description	Quantity	Price
40-FT Battery Electric Bus	4	\$4,196,098
60-FT Battery Electric Bus	2	\$2,830,094
12-year Battery Warranty	6	\$369,247
Bus Charger 150 kW	4	\$576,778
Spare Parts, Diagnostic Tools, Training		\$292,937
<b>GRAND TOTAL</b>		<b>\$8,265,154</b>

**RESPONSIBLE DEPARTMENT:** Bus and Paratransit Services



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1083)**

**Transit Bus Replacement Electric Buses**

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to replace life-expired vehicles; and

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with New Flyer of America to purchase up to six battery electric transit buses and related equipment in an amount not to exceed \$8,265,154.

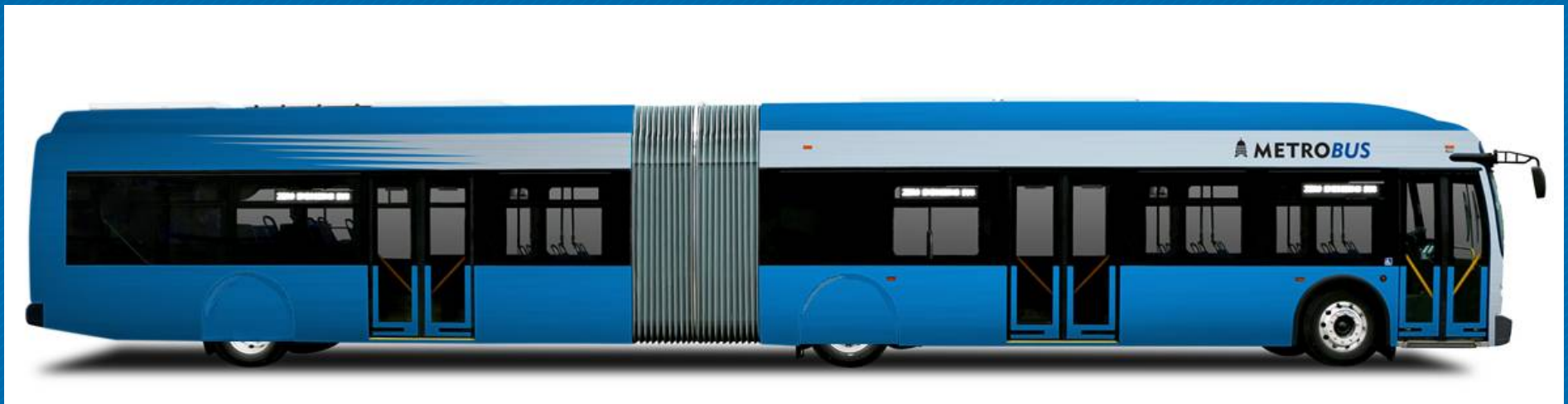
\_\_\_\_\_  
**Secretary of the Board  
Eric Stratton**

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

Attachment: Resolution-AI-2019-1083 (4442 : Contract for Electric Transit Bus Replacements)

# Transit Bus Replacement Electric Buses

Board of Directors Meeting – August 26, 2019



1

**METRO**

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

***MEETING DATE: 08/26/2019  
(ID # 4435)  
Updates to Board Policies***

Approval of a resolution authorizing updates to certain policies adopted by the Board of Directors.

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 8/12/2019  
(ID # AI-2019-1078)  
Updates to Board Policies**

**SUBJECT:**

Approval of a resolution authorizing updates to certain policies adopted by the Board of Directors.

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

1. High Quality Customer Experience
4. Valued Community Partner

Strategic Objectives:

- 1.2 Ridership
- 1.5 Capital Projects Performance
- 4.1 Brand Reputation

**EXPLANATION OF STRATEGIC ALIGNMENT:**

The policies adopted by the Board of Directors provide strategic direction to the President & CEO and the Authority with regard to policy matters within the purview of the Board.

**BUSINESS CASE:**

Periodic review and updates to policies adopted by the Board of Directors are prudent in order to ensure they meet the ongoing needs of the Authority.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented at both board committee meetings and is recommended for approval by the Board of Directors on August 26, 2019.

**EXECUTIVE SUMMARY:**

Section 8.6 of the Bylaws of the Capital Metro Board of Directors requires the continuous review and update of all policies adopted by the Board of Directors over a five-year period, beginning in 2018. The following actions are recommended for board-adopted policies at this time:

**Board Personal Financial Statement Policy**

This policy was adopted in 2011 to ensure that board members comply with state laws and best practices related to conflicts of interest. This policy requires board members to complete an annual Statement of Financial Interest and Affiliation no later than January 31st of each year for the prior year for the purpose of disclosing any substantial interests in business and real property. The completed forms are kept by Capital Metro



and available to the public upon request. Staff recommends changes to the form to ensure compliance with applicable laws and increase ease of use. No changes are recommended to this policy.

#### Public Comment Policy and Procedures and Committee Public Comment Policy and Procedures

These policies were last revised in 2012 to provide more convenient opportunities for the public to comment on items of interest or concern and improve the efficiency of board and committee meetings. Staff recommends additional revisions to the Public Comment Policy and Procedures to comply with the requirements of HB 2840 the 86th Legislative session and further improve the efficiency of board meetings. The changes include removing the limit of speakers at board meetings, removing the requirement to select a representative to speak on behalf of a group, and allowing additional time for comment by non-English speakers using a translator. The revised Public Comment Policy and Procedures applies to board meetings and board committee meetings. Accordingly, staff recommends the board adopt the revised Public Comment Policy and Procedures and rescind the Committee Public Comment Policy and Procedures.

#### Community Involvement Policy

This policy was last revised in 2012 to more accurately reflect agency practices and comply with requirements of SB 650 from the 82nd Legislative session. The policy ensures that Capital Metro integrates, in a meaningful way, the knowledge and opinions of its stakeholders into its decision-making processes. The policy is required by Section 451.138 of the Texas Transportation Code. Staff recommends changes to define what is and what is not a "routine, non-controversial matter"; modify the annual workplan requirement; require a quarterly memo to the Board on current outreach activities; and add a non-exhaustive list of items that staff will always take public comment on.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Legal



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

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

**RESOLUTION (ID # AI-2019-1078)**

**Updates to Board Policies**

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

WHEREAS, the Board of Directors adopted revised Bylaws in 2017 that require policies adopted by the Board of Directors to be reviewed every five years; and

WHEREAS, the following policies have been identified for review in August 2019: The Board Personal Financial Statement Policy (2011-41), Public Comment and Procedures (2012-13), Committee Public Comment and Procedures (2012-13), and Community Involvement Policy (2012-68).

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors approves the attached changes to the Public Comment Policy and Procedures and Community Involvement Policy.

NOW, THEREFORE, BE IT FURTHER RESOLVED that no revisions are required to the Board Personal Financial Statement Policy.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors rescinds the Committee Public Comment Policy and Procedures.

\_\_\_\_\_  
**Secretary of the Board**

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

Attachment: Resolution-AI-2019-1078 (4435 : Updates to Board Policies)



**Eric Stratton**

# Updates to Board Policies

# Updates to Board Policies

Policy	Nature of Change
Board Personal Financial Statement Policy	No Change; Substantive Changes to associated form
Public Comment Policy and Procedures	Substantive Changes
Board Committee Public Comment	Rescind – now covered in Public Comment Policy and Procedures
Community Involvement Policy	Substantive Changes

# Board Personal Financial Statement Policy

- No changes to policy
- Changes to Statement of Financial Interest and Affiliation form
  - separate reporting for board member and family
  - Increased ease of use
  - Ensure compliance with applicable laws

# Public Comment Policy and Procedures

- Changes made to comply with HB 2840
  - Removes limit on number of speakers
  - Removes requirement to designate one group representative
  - Allows non-English speakers using translators double the time to speak
- Applies to Board and committee meetings
- Additional changes to increase efficiency

# Community Involvement Policy

- Changes made to:
  - Define what is and what is not a “routine, non-controversial” matter
  - Require an annual workplan memo to the Board outlining major public comment opportunities
  - Require quarterly memo to the Board on current outreach activities
  - Add non-exhaustive list of items that staff will always take public comment on



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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**RESOLUTION CMTA-2011-41**

**Board Personal Financial Statement Policy**

**WHEREAS**, the board of directors desires to ensure that the members of the board comply with state laws and best practices related to conflicts of interest as board members; and

**WHEREAS**, a Statement of Financial Interest and Affiliation is required of all members of the board of directors to assist in complying with these state laws; and

**WHEREAS**, it is a best practice to review and update statements annually to ensure that potential conflicts of interest are disclosed.

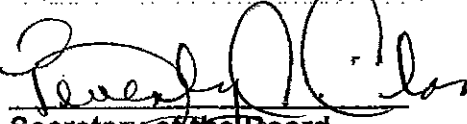
**NOW THEREFORE BE IT RESOLVED**, that all members of the Capital Metro board of directors shall complete a Board Member Statement of Financial Interest and Affiliation no later than January 31<sup>st</sup> of each year for the prior year that shall be kept on file by the Authority and available to the public upon request.

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Norm Chafetz, Board Member

**SECONDER:** Ann Stafford, Board Member

**AYES:** Chafetz, Silas, Langmore, Fernandez, Stafford, Hlista, Martinez, Riley

  
Secretary of the Board  
Beverly Silas

**Date: June 27, 2011**

Attachment: Board Personal Financial Statement Policy (2011-41) (no changes to policy) (4435 : Updates to Board Policies)

**Capital Metropolitan Transportation Authority  
Board of Directors**

**MEETING DATE: 06/27/2011  
(ID # 1965)**

**Board Personal Financial Statement Policy**

**SUBJECT:** Approval of a resolution requiring all members of the Capital Metro board of directors to complete a Board Member Statement of Financial Interest and Affiliation no later than January 31st of each year for the prior year that shall be kept on file by the Authority and available to the public upon request.

**FISCAL IMPACT:** This action has no fiscal impact.

**COMMITTEE RECOMMENDATION:** This agenda item was approved by the finance/audit committee on June 8, 2011.

**EXECUTIVE SUMMARY:** All members of the board of directors are required to complete a Statement of Financial Interest and Affiliation upon becoming a member of the board. This statement assists the board member and the Authority in identifying potential conflicts of interest that may arise as a result of financial obligations and investments or employment relations. It is a best practice to require the completion and update of the statement annually with any potential conflicts resulting from any activities from the prior year. The form has been updated to reflect any substantial interests from the prior year. Board members will be required to update their statement by January 31st of each year. Statements will be maintained by the Authority and subject to disclosure under the Texas Public Information Act.

**ROUTE 2025 STRATEGIC ALIGNMENT:** Does not apply.

**DBE PARTICIPATION:** Does not apply.

**RESPONSIBLE DEPARTMENT:** Legal

**LEGAL COUNSEL SIGNATURE:**

*Harry L Butcher*



**CAPITAL METROPOLITAN TRANSIT AUTHORITY  
BOARD OF DIRECTORS  
Statement of Financial Interest and Affiliation**

**PART A. EMPLOYMENT DATA**

Board Member's Name: \_\_\_\_\_

Date of Membership: \_\_\_\_\_

Definitions as used in this Statement:

"Business Entity" means a sole proprietorship, partnership, limited partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business is conducted.

"Immediate Family" means Board Member's spouse, dependent children including adopted children and step-children, and, in addition, any relative who resides in the Board Member's residence. A child is considered to be dependent if you are providing more than 50% of the child's support in a calendar year.

Board Member has a "Substantial Interest" in a business entity or real property if:

- (a) the interest is ownership of 10 percent or more of the voting stock or shares of the business entity or ownership of 10 percent or more or \$15,000 or more of the fair market value of the business entity;
- (b) funds received by the Board Member from the business entity exceed 10 percent of the Board Member's gross income for the previous year;
- (c) the interest in real property is an equitable or legal ownership with a fair market value of \$2,500 or more;
- (d) an organization which employs, or is about to employ, the Board Member has a substantial interest in the business entity as defined in (1) and (2).

### PART B. EMPLOYMENT AND INTERESTS

List the names of any business or other entity with which you were in the last five (5) years an employee, owner, partner, board member, or consultant. If none, write NONE.

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

### PART C. SUBSTANTIAL INTEREST FROM EMPLOYMENT RELATIONSHIPS

List the name of any business entities in which you or, to the best of your knowledge, any member of your immediate family have a **substantial interest** (such as salary, pension or retirement plan, shared income, commitment to hire or rehire, or other arrangement) as a result of any current or past employment, business, or professional relationship. If none, write NONE. Identify by line item which family member's interest is disclosed.

**\*Note – Substantial interest includes any entity from which the Board Member or a member of your immediate family received more than 10% of your gross income from the previous year.**

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

### PART D. OWNERSHIP INTERESTS

List the name of any business entities in which you or, to the best of your knowledge, any member of your immediate family have a **substantial interest** through the ownership of stock, stock options, bonds, securities, partnership interests, trusts or other arrangement or relationship. If none, write NONE. Identify by line item which family member's interest is disclosed.

**\*Note – Substantial interest includes any entity from which the Board Member or a member of your immediate family received more than 10% of your gross income from the previous year.**

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

### PART E. LOANS

List the name of any individual or business entity (other than members of your immediate family) to which you or, **to the best of your knowledge**, any member of your immediate family are indebted (do not list credit cards, or Metro or Municipal credit unions). If none, write NONE. Identify by line item which family member's interest is disclosed.

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

### PART F. INTERESTS IN REAL PROPERTY

List your and/or your immediate family's whole or partial ownership of real property located in or adjacent to the Capital Metro service area, **other than** property that you occupy as a **personal residence**. Please indicate (a) the individual who has the interest and his/her relationship to you, if other than yourself; (b) nature of interest, e. g., ownership, mortgage, lien, investment trust; (c) the type of property, e.g., residence, hotel, apartment, farm, undeveloped land; and, (d) address of the real property including county. If none, write NONE.

- |              |  |
|--------------|--|
| 1. (a) _____ |  |
| (b) _____    |  |
| (c) _____    |  |
| (d) _____    |  |
| 2. (a) _____ |  |
| (b) _____    |  |
| (c) _____    |  |
| (d) _____    |  |
| 3. (a) _____ |  |
| (b) _____    |  |
| (c) _____    |  |
| (d) _____    |  |

If more space is needed to fully disclose any item, please type on separate sheets and submit as attachments to this statement.

I have read and understand the requirements of this statement. I certify that the responses I have made are true, complete, and correct to the best of my knowledge and belief.

I acknowledge that I have been provided a copy of the Code of Conduct.

\_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Date

**Chief Counsel's Review:**

I have reviewed the Statement of Financial Interest and Affiliation of \_\_\_\_\_  
and find: (Board Member Name)

- ☐ No real or apparent conflict exists.
- ☐ Real or apparent conflict may exist. Required action:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chief Counsel

\_\_\_\_\_  
Date

Attachment: Statement of Financial Interest and Affiliation (CMTA-2011-41 : Board Personal Financial Statement Policy)  
Attachment: Board Personal Financial Statement Policy (2011-41) (no changes to policy) (4435 : Updates to Board Policies)



**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
ANNUAL STATEMENT OF FINANCIAL INTEREST AND AFFILIATION**

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**PART A. PERSONAL INFORMATION**

Board Member's Name: \_\_\_\_\_

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

**PART B. INSTRUCTIONS AND DEFINITIONS**

**INSTRUCTIONS:**

Please read and complete this statement in its entirety. If more space is needed to fully disclose any item, please type on separate sheets and submit as attachments to this statement.

**DEFINITIONS:**

**“Business Entity”** means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

**“Family Member”** means a person related to the Board Member within the first degree by consanguinity or affinity. This includes the Board Member's spouse, children (including adopted children and stepchildren), parents and stepparents, mother-in-law and father-in-law, son-in-law and daughter-in-law.

**“Person”** means the Board Member or a Board Member's Family Member.

With respect to a Business Entity, **“Substantial Interest”** means:

- i. ownership of 10 percent or more of the voting stock or shares of a business entity;  
or
- ii. ownership of either 10 percent or more or \$15,000 or more of the fair market value of a business entity; or
- iii. receipt of 10% or more of gross income for the previous year from the business entity.

With respect to real property, **“Substantial Interest”** means ownership of an interest in real property that is an equitable or legal ownership with a fair market value of \$2,500.00 or more.

### PART C. SUBSTANTIAL INTERESTS IN BUSINESS ENTITIES

- I. List all Business Entities in which you have a Substantial Interest. If none, write “NONE”.

Name of Business Entity	Nature and Extent of Interest

- II. List all Business Entities in which any Family Member (spouse, children, including adopted and stepchildren, parents and stepparents, mother-in-law, father-in-law, daughter-in-law and son-in-law) has a Substantial Interest. For example, a Board Member has a substantial interest in a Business Entity that employs the Board Member’s daughter and pays her at least ten percent of her previous year’s annual gross income. If none, write “NONE”.

Name of Family Member	Relationship to You	Name of Business Entity	Nature and Extent of Interest

### PART D. SUBSTANTIAL INTERESTS IN REAL PROPERTY

- I. List all properties located in or adjacent to the Capital Metro service area in which you have a Substantial Interest. If none, write “**NONE**”.

Address (including County)	Nature and Extent of Interest (e.g., homestead, rental, business property, etc.)

- II. List all properties located in or adjacent to the Capital Metro service area in which a Family Member (spouse, children, including adopted and stepchildren, parents and stepparents, mother-in-law, father-in-law, daughter-in-law and son-in-law) has a Substantial Interest. If none, write “**NONE**”.

Name of Family Member	Relationship to You	Address (including County)	Nature and Extent of Interest (e.g., homestead, rental, business property, etc.)

## PART E. ATTESTATION

1. I have read and understand the requirements of this statement. I certify that the responses I have made are true, complete, and correct to the best of my knowledge and belief.
2. I acknowledge that I have been provided a copy of the Capital Metro Code of Ethics.
3. I will abstain from participating in a matter if the action on the matter will have, or is reasonably foreseeable to have, a special economic effect (distinguishable from the effect on the public) favorable to me, my Family Member, or a Business Entity or real property related to me or my Family Member, as required by [Chapter 171 of the Local Government Code](#).
4. I understand that, before a vote or decision occurs, I must file a [Conflict of Interest Statements \(CIS\) form](#) (available at <https://ethics.state.tx.us/data/forms/conflict/CIS.pdf>) with Capital Metro stating the nature and extent of my interest if I have a potential conflict with a contractor or vendor that enters into a contract with Capital Metro or is considering to enter into a contract with Capital Metro, as required by [Chapter 176 of the Texas Local Government Code](#).
5. I understand that, within 10 (ten) days before the date on which property is to be acquired by purchase or condemnation with Capital Metro funds, I must file an affidavit with the county clerk in which I reside and the county clerk of each county in which the property is located, if I have a legal or equitable interest in the property that is to be acquired with Capital Metro funds, as required by [Chapter 553 of the Government Code](#).

\_\_\_\_\_  
**Board Member Signature**

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

### Chief Counsel's Review:

I have reviewed the Statement of Financial Interest and Affiliation of \_\_\_\_\_ (Board Member Name) and find:

☐ No real or apparent conflict exists.

☐ Real or apparent conflict may exist. Required action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Chief Counsel Signature**

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



**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
PUBLIC COMMENT POLICY AND PROCEDURES**

**POLICY:**

It is the policy of the Capital Metro Board of Directors (the “**Board**”) to value input from the public on matters of Capital Metro’s public business. Interested parties representing various points of view are allowed time to present their views in an orderly manner in accordance with this policy, while permitting the Board to conduct its meetings in an efficient and effective manner. This policy applies to Board meetings and Board committee meetings.

**PROCEDURES:**

1. Members of the public may sign up to speak on any action item or topic prior to the meeting by completing a Public Comment form. Copies of the posted meeting agenda and Public Comment forms will be available outside the Board meeting room prior to the meeting.
2. Members of the public who plan to make a digital presentation to the Board must submit the presentation to Capital Metro staff for loading and testing at least thirty (30) minutes prior to the start of the meeting. Untimely presentations may not be accepted. Members of the public must bring their own copies of materials they wish to present to the Board/committee; Capital Metro will not make copies of materials.
3. Public comment on general topics will be received as the first item on the meeting agenda. Speakers may choose to address action items EITHER during the public comment section at the beginning of the meeting OR after the staff presentation on the specific action item or topic for Board/committee consideration.
4. Speakers who sign up to address an item on the consent agenda may address the Board EITHER during the public comment section at the beginning of the meeting OR immediately prior to the vote on the consent agenda.
5. Speakers will have three (3) minutes to address the Board. Non-English speakers requiring a translator will have six (6) minutes to address the Board.
6. If more than one member of the public from a particular group is present and has requested to speak, the group may select one representative of the group to present the group’s view. In such a case, the group’s representative will be allowed five (5) minutes to speak.

**IN ITS SOLE DISCRETION THE BOARD RESERVES THE RIGHT TO WAIVE THIS POLICY AND THESE PROCEDURES WHEN NECESSARY TO CONDUCT BOARD MEETINGS EFFICIENTLY AND EFFECTIVELY. CAPITAL METRO RESERVES THE RIGHT TO REMOVE PERSONS WHO CAUSE A DISTURBANCE AT AN OPEN MEETING OR TAKE OTHER ACTIONS TO PROMOTE AN ORDERLY MEETING.**

**CAPITAL METRO BOARD OF DIRECTORS  
COMMITTEE  
PUBLIC COMMENT  
POLICY AND PROCEDURES**

**POLICY:**

It is the policy of the board of directors that input from the public is encouraged. The purpose of this policy is to ensure that interested parties representing various points of view are allowed time to present their views while permitting the Board Committees to conduct their meetings in an efficient and effective manner.

**PROCEDURES:**

1. Members of the public may sign up to speak on any Action Item or topic outside the committee meeting room **PRIOR** to the committee meeting. Copies of the posted committee meeting agenda and Request for Comment forms will be available outside the committee meeting room prior to the committee meeting.
2. No more than **five (5) members of the public** who desire to speak to the committee on any single Agenda Item or topic will be accepted.
3. Speakers may either address the committee at the beginning of the meeting or when an Action Item is before the committee for consideration.
4. Speakers will have three (3) minutes to speak.
5. Speakers who wish to address more than one Action Item or topic may request five (5) minutes when they sign up to speak.
6. If more than one member of the public from a particular group has requested to speak, the group must select one representative of the group to present the group's view. In such a case, the group's representative will be allowed five (5) minutes to speak.

**IN ITS SOLE DISCRETION THE BOARD COMMITTEES RESERVE THE RIGHT TO WAIVE THIS POLICY AND THESE PROCEDURES WHEN NECESSARY TO CONDUCT BOARD COMMITTEE MEETINGS EFFICIENTLY AND EFFECTIVELY.**



**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
COMMUNITY INVOLVEMENT POLICY**

**PURPOSE:**

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

**POLICY:**

1. Capital Metro will maintain a comprehensive community involvement program that includes plans for receiving public comments for major decision-making processes including, but not limited to, policy development, strategic planning, budgeting, capital projects planning, fare adjustments and transit service changes. Capital Metro's Community Involvement Program will include:
  - a. Methods to provide the public with access to accurate, understandable, and timely information to facilitate effective involvement in-the decision-making process;
  - b. Methods to ensure a diverse range of stakeholders are engaged in the process;
  - c. Methods of providing the community with a sound understanding of the pertinent issues and options Capital Metro is considering;
  - d. Methods to ensure information and activities are accessible to stakeholders with disabilities and/or limited English proficiency; and
  - e. Methods to ensure that the public has an opportunity to comment on board matters before a vote on the matters occur.
2. The Board of Directors shall not utilize a consent agenda nor expedite consideration of board matters at board meetings unless it is for routine, noncontroversial matters. "Routine, non-controversial matters" for placement on the Board Consent Agenda include, but are not limited to, the following items:
  - a. Contracts and agreement for the normal operation of a business, such as business services or furniture purchases, regardless of the dollar value.
  - b. All other contracts with a value less than \$5 million.

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

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

3. Capital Metro staff will annually provide the Board of Directors with a workplan memorandum outlining major opportunities for the public to provide comments on significant board matters and a quarterly memorandum updating the Board on current outreach activities. Significant board matters for which Capital Metro will always seek community input include, but are not limited to, the approval of the annual budget, service changes, and fare changes.
4. Capital Metro will seek community input that reflects all points of view and will carefully consider this input when making decisions.
5. Capital Metro will work to ensure that decision-making processes are open and accessible to all interested parties, including but not limited to:
  - a. Those with limited financial and technical resources
  - b. Persons with limited English proficiency
  - c. Persons with disabilities
  - d. Those with limited past experience participating in transportation decision-making.

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

**Capital Metropolitan Transportation Authority      MEETING DATE: 08/26/2019**  
**Board of Directors      (ID # 4453)**  
**Fleet Strategy Update**

**TITLE:** Fleet Strategy Update

# Fleet Plan

Annual Overview

August 2019 Board of Directors Meeting

1

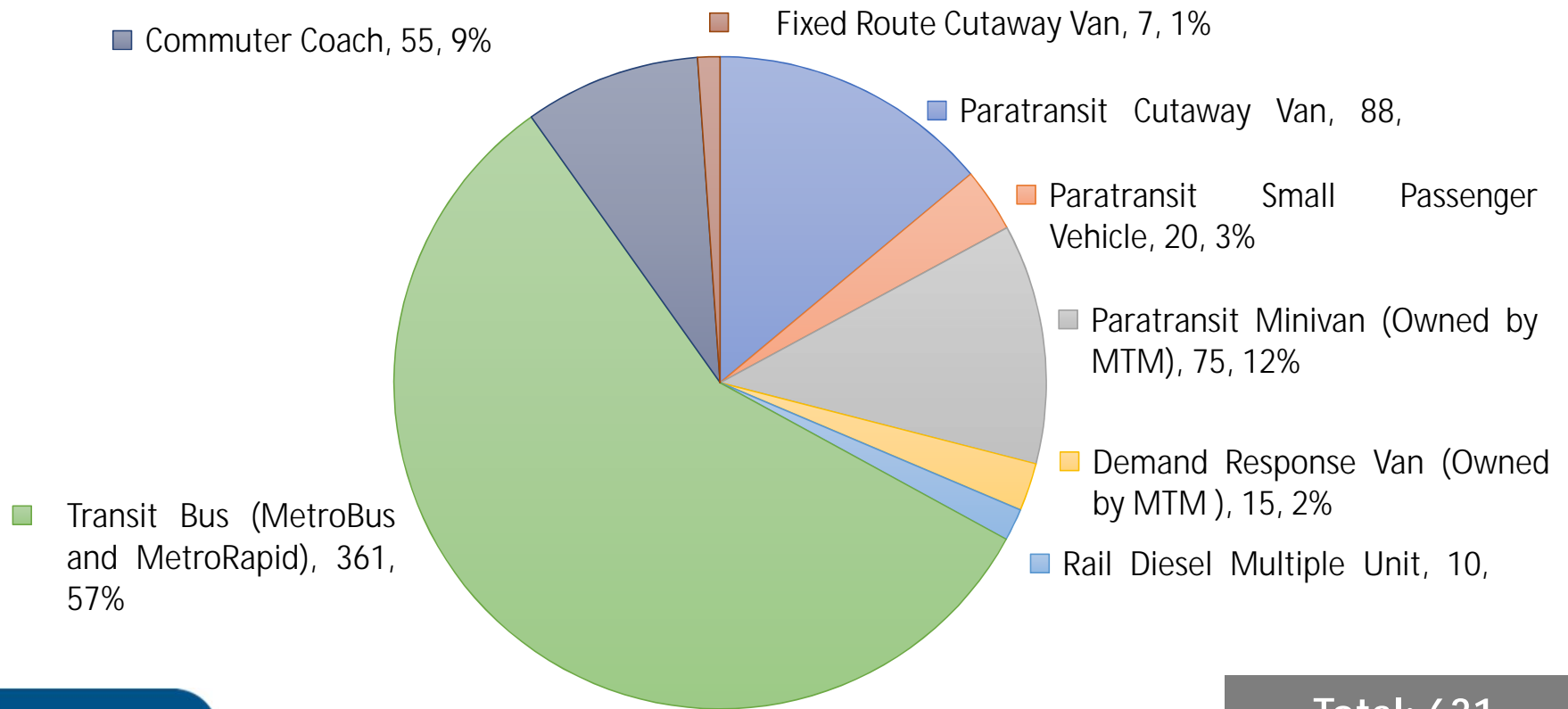


**METRO**

# Capital Metro Fleet Overview

- Types of vehicles
- State of good repair and fleet replacement
- Future of Capital Metro's fleet
- Impacts on facility planning

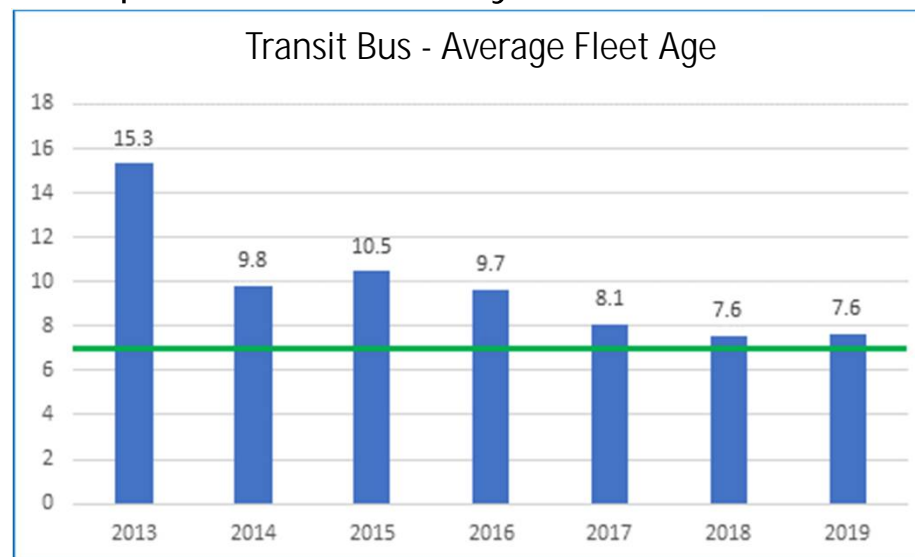
# Types of Vehicles



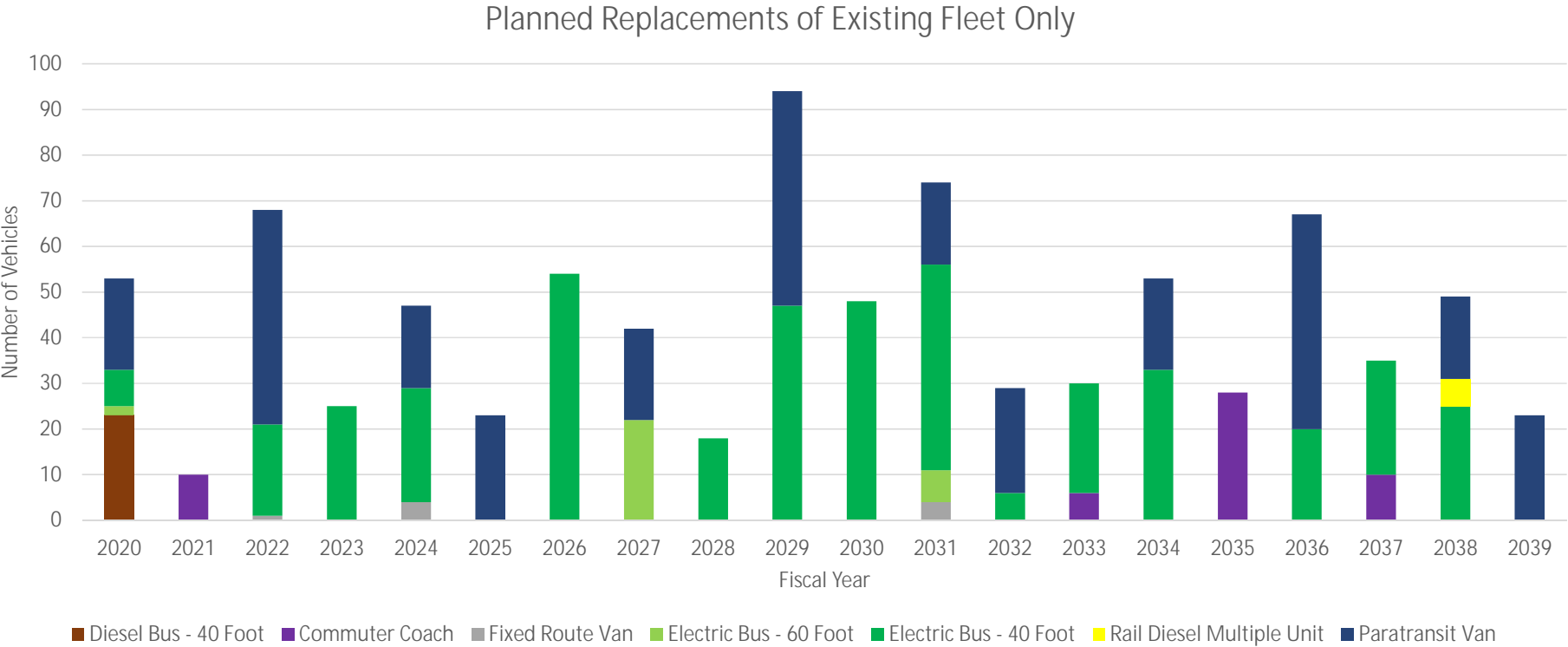
Total: 631

# State of Good Repair

- Transit Asset Management Plan designates the useful life by vehicle type
  - FY18 reporting to National Transit Database
    - 18% of buses and 16% of cutaway vans noncompliant with our target for replacement
  - Scheduled to be compliant with our stated vehicle life at end of FY20
  - Ongoing scheduled replacements are key



# Fleet Replacement



# Future of Capital Metro's Fleet is Electric

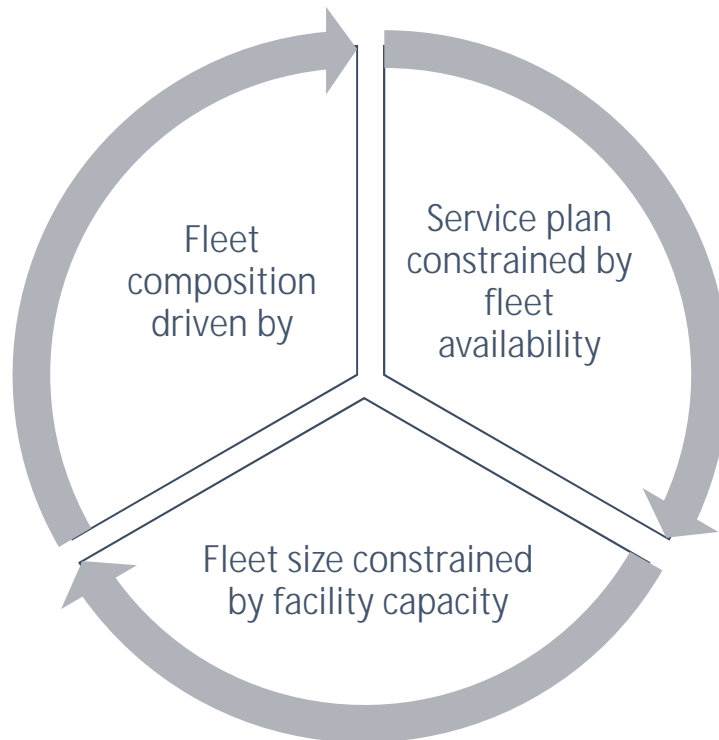
- Electrification of Fleet is Underway
  - Battery electric transit bus purchases starting 2020
  - Last diesel
    - Transit buses in 2020
    - Commuter coaches in 2021
- Piloting paratransit electric vehicles this year



# Electric Vehicle Long Term Considerations

- Range limitations
  - On route charging
  - Hydrogen fuel cell range extender
  - Additional fleet
- Large scale charging infrastructure is still new
- Cost and predictability of energy rates
  - Operating Cost Sustainability
- Resiliency and Redundancy

# Fleet, Facility and Service Plan Alignment



Coordination between service, facility and fleet plans is key!

Current bus fleet: 423 Vehicles  
Max facility capacity\*: 450 Vehicles

\*after completion of North Ops Electric Yard

## What about service expansion?

- Any service growth requires additional fleet
- Project Connect vision not achievable without additional facilities and significant fleet growth
  - Additional Commuter Bus Routes
  - Additional MetroRapid Bus Routes
  - Additional Demand Response/Neighborhood Circulator Areas
  - Additional Rail Vehicles for Green Line
  - Additional Fleet for Orange and Blue Line (bus or light rail)
  - Electrification of all current and new facilities





**METRO**

**THANK YOU!**

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

**MEETING DATE: 08/26/2019**

**(ID # 4459)**

**Proposed FY2020 Budget Update**

**TITLE:** Proposed FY2020 Budget Update

# FY2020 Budget Update

Presented on August 26, 2019

1



**METRO**

# FY2020 Budget Development Calendar

- Feb 5 Operating and Capital Budget kick-off meeting with departments
- Apr 12 Capital Budget requests received from departments
- Apr 19 Operating Budget requests received from departments
- May 8 Board Committees review proposed budget calendar
- Jun 5 Initial review with Access Advisory Committee
- Jun 12 Initial review with Customer Satisfaction Advisory Committee
- Jun 21 Board of Directors initial budget review and discussion
  - Major operating budget assumptions
  - Service priorities and funding
  - Capital improvement program update
- Jul 15 Budget proposal presented to Board Work Session



# FY2020 Budget Development Calendar

## PUBLIC OUTREACH / FEEDBACK PROCESS

- Aug 7 Presentation to Access Advisory Committee
- Aug 14 Presentation to Customer Satisfaction Advisory Committee
- Aug 15-30 Budget outreach across Capital Metro's service area
- Aug 23 Proposed budget document is published online
- Aug 24 Notice of public hearing on proposed budget published 14 days before hearing
- ➔ Aug 26 Update Board of Directors
- Sep 11 Update Board Committees
- Sep 11 Public hearing on proposed budget and capital improvement plan at noon
- Sep 23 Board of Directors considers budget proposal



# Revenue Update

- Sales Tax – July and August 2019 Receipts
  - FY2019 Forecast increase of \$1.73 million
  - FY2020 Budget increase of \$1.78 million
- Capital Grants and Contributions
  - Awarded \$3.5 million for Texas Volkswagen Environmental Mitigation Program
  - Awarded \$2.6 million for Low or No Emission Vehicle Program



# Revenue Comparison

\$' Million Revenue Category	FY2018 Actual	FY2019 Forecast	FY2019 Budget	FY2020 Budget	\$ Increase / (Decrease)
Sales Tax	\$243.6	\$257.9	\$245.8	\$265.7	\$19.9
Passenger Revenue	22.6	22.7	22.5	22.8	.3
Freight Railroad Revenue	5.5	5.1	4.5	5.2	.7
Other Revenue	4.9	6.8	4.2	7.5	3.3
Operating Contributions and Grants	53.4	35.6	30.1	32.3	2.3
Capital Grants and Contributions	27.4	31.2	28.5	27.7	(.9)
<b>Total Revenue</b>	<b>\$357.4</b>	<b>\$359.4</b>	<b>\$335.6</b>	<b>\$361.2</b>	<b>\$25.7</b>



## Next Steps

- Public meetings across Capital Metro's service area
- Public hearing for the proposed budget on September 11
- Final Board approval on September 23





**METRO**

**THANK YOU!**

**Capital Metropolitan Transportation Authority      MEETING DATE: 08/26/2019**  
**Board of Directors      (ID # 4451)**  
**Long Range Financial Plan**

**(ID # 4451)**

### ***Long Range Financial Plan***

**TITLE:** Long Range Financial Plan

# Long-Range Financial Plan

Fiscal Years 2020 to 2029

Presented on August 26, 2019

1



**METRO**

# Objectives

- Board adopted long-range financial plan policy in 2013
- Align financial capacity with long-term service objectives
- Identify and analyze financial challenges to fiscal stability
- Develop comprehensive long-range forecast
- Evaluate ability to fund:
  - Current and expanded needs
  - Reserve requirements
  - Debt financing
- Developed flexible financial modeling tool in 2017

# Benefits of a Long-Range Plan Model



Builds a fiscally sound agency



Awareness of options, barriers and opportunities



Improves long-term financial sustainability



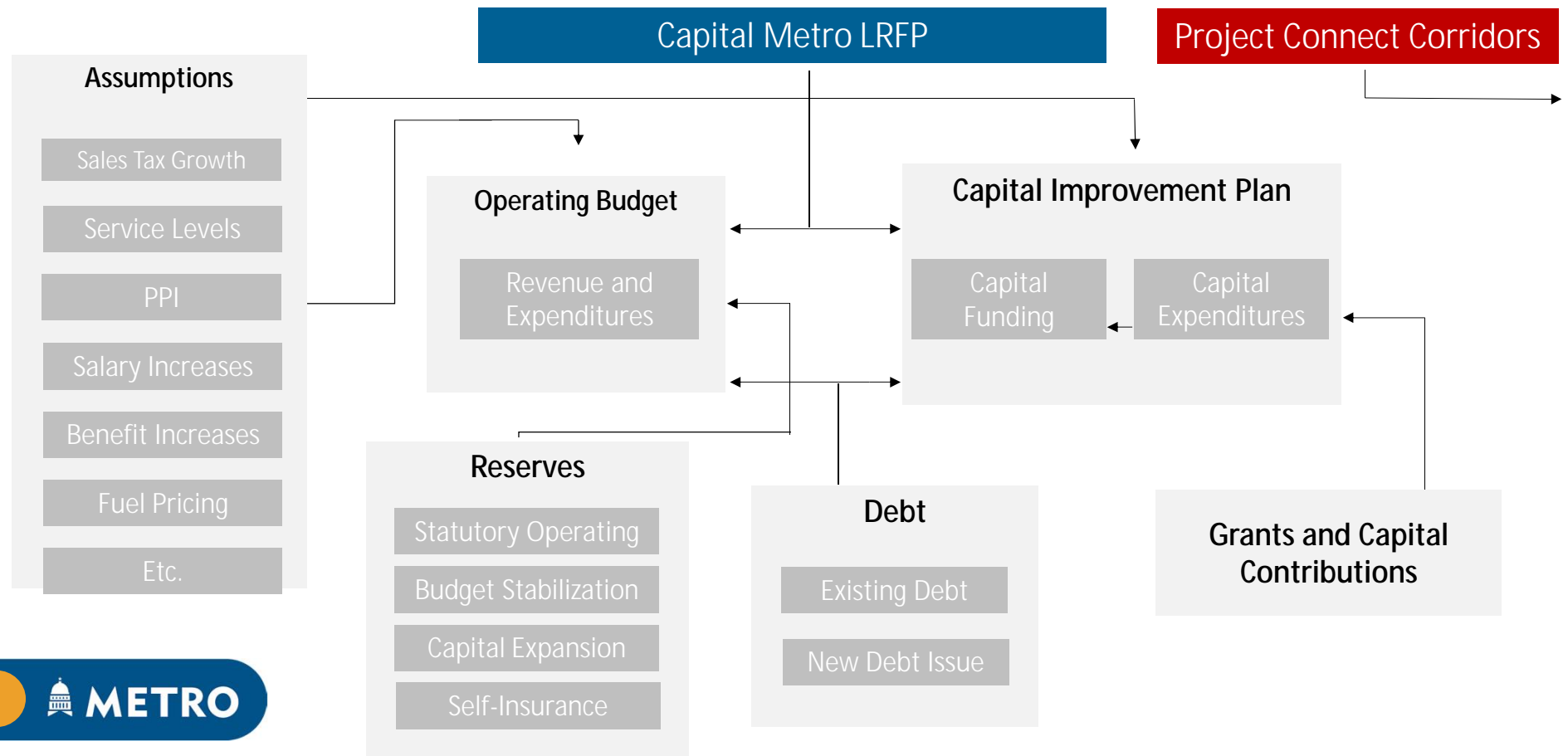
Balances competing demands



Assesses financial implications of decisions & priorities

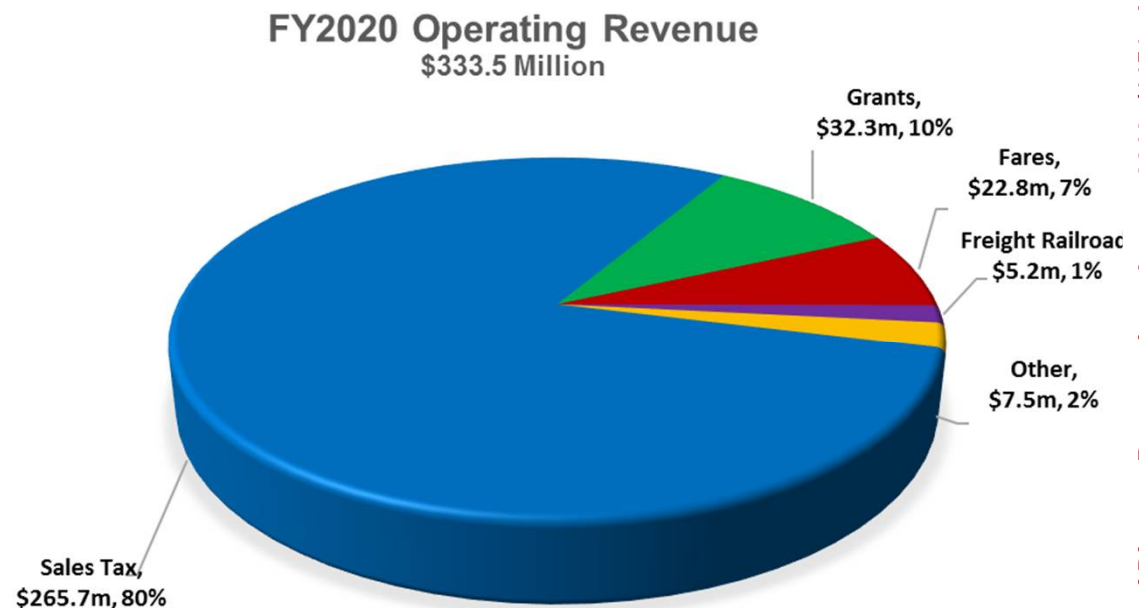


# Long-Range Financial Plan Model



# Revenue

- Sales tax: 1% growth = \$2.7M
  - Sales tax = 80% of revenue
  - Grants and fare revenue
  - Limited growth in short term
- Long term projections
  - Sales tax growth of 3%
  - = Total revenue growth 2.4%
  - Total operating and capital expense growth constrained to 2.4%

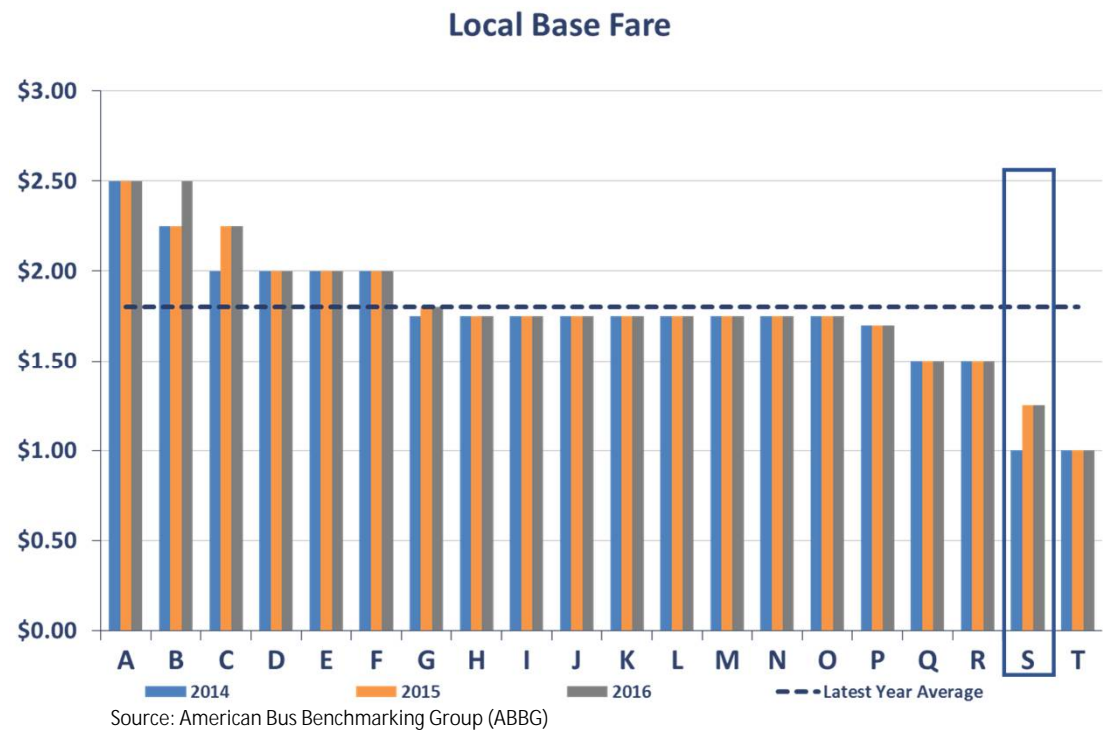


# Sales Tax History



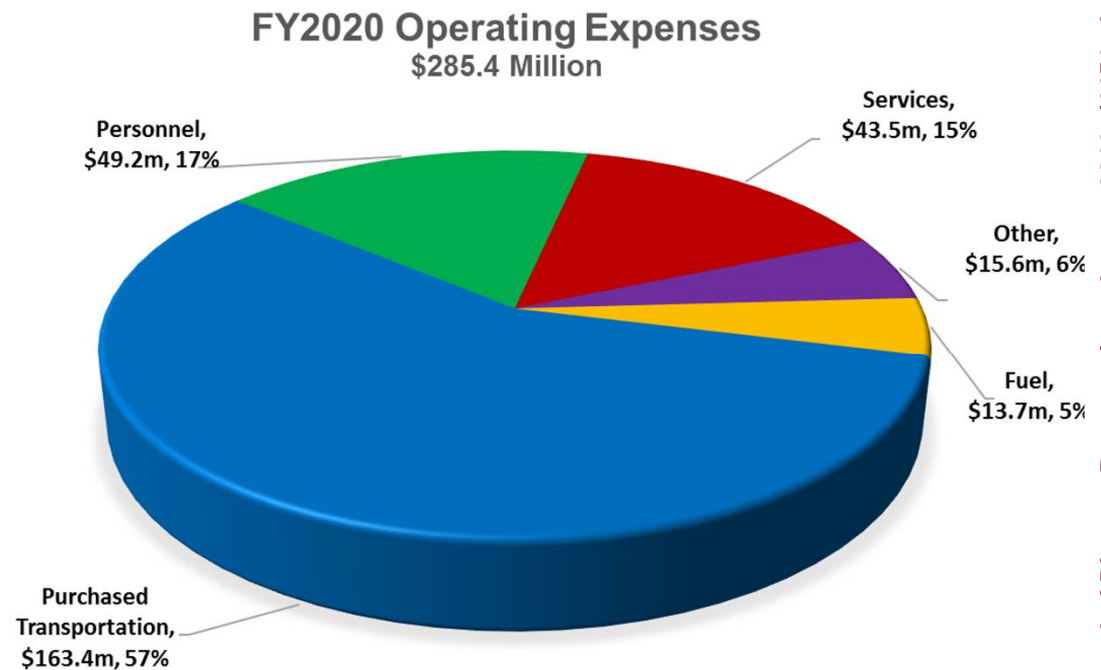
# Fare Revenue

- Low fare structure compared to peer agencies
  - 2<sup>nd</sup> lowest local fare of 20 peers
  - Lowest for day and monthly passes
- Fare increases
  - Inflationary increases in Long-Range Financial Plan
- American Bus Benchmarking Group
  - Consortium of mid-sized North American bus agencies
  - Established in 2011 to benchmark performance and share best practices

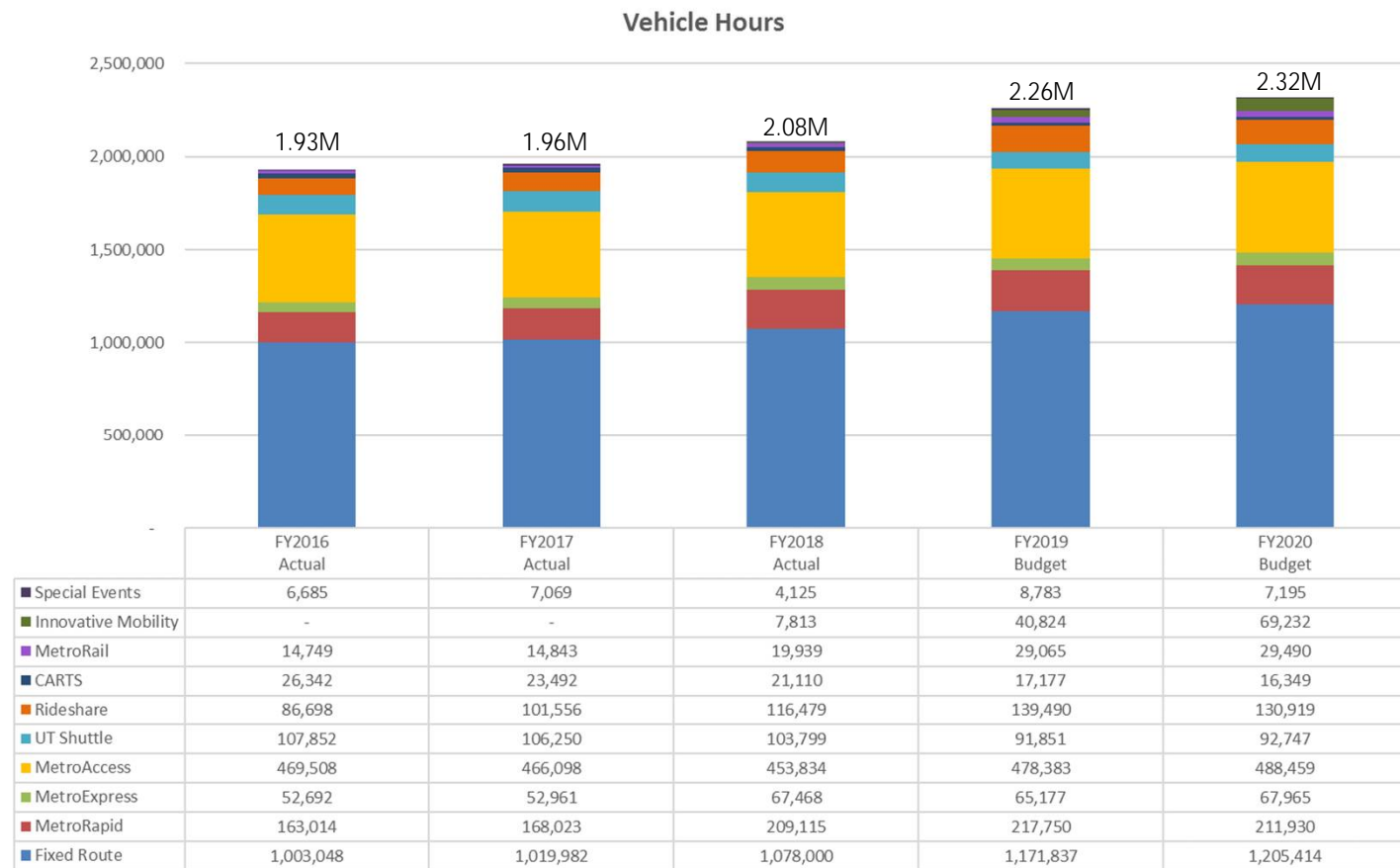


# Operating Expenses

- Major expense categories:
  - Purchased transportation
    - Hours x Contractor Rate + Fixed Fee
      - New bus service contract
  - Wages
    - FTE x Rate (increases)
  - Benefits
    - Health and pension increases
  - Services
    - Control spend

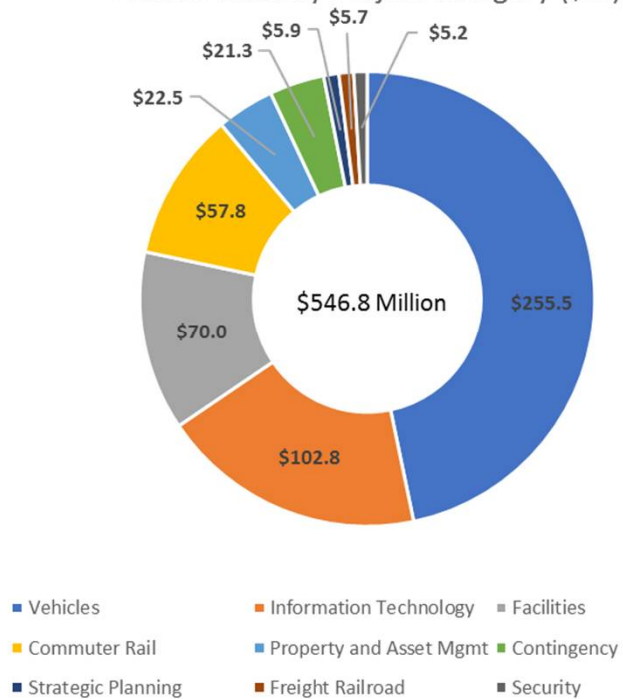


# Service Levels

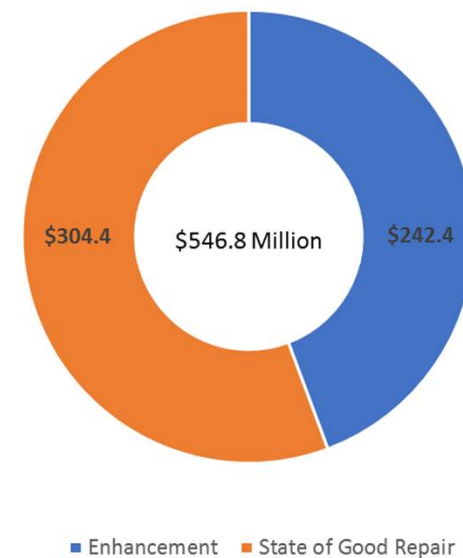


# Proposed Capital Plan – 10 Years

FY2020-2029 by Project Category (\$m)



FY2020-2029 by Project Type (\$m)



# Major Capital Projects



## Next 10 Years

- Bus replacements \$233m
  - Electrification \$86m
- Technology \$103m
- Downtown station \$30m
- Facility state of good repair \$22m
- Paratransit vehicle replacements \$20m
- Bus stops and transit centers \$17m
- North ops facility improvements \$15m
- Positive train control \$10m

## 11-20 Years

- Bus replacements \$384m
  - Electrification \$102m
- Technology \$126m
- Rail fleet replacement \$61m
- Facility state of good repair \$23m
- Paratransit vehicle replacements \$20m
- Signal systems replacements \$12m
- Bus stops \$9m
- North facility improvements \$5m





# METRO

## LONG-RANGE MODEL SCENARIOS

# Long-Range Financial Plan Model Scenarios

## FY2020 Budget & 5 Year CIP

Long Range Financial Plan

Scenario 1: Recession

Scenario 2: Optimistic

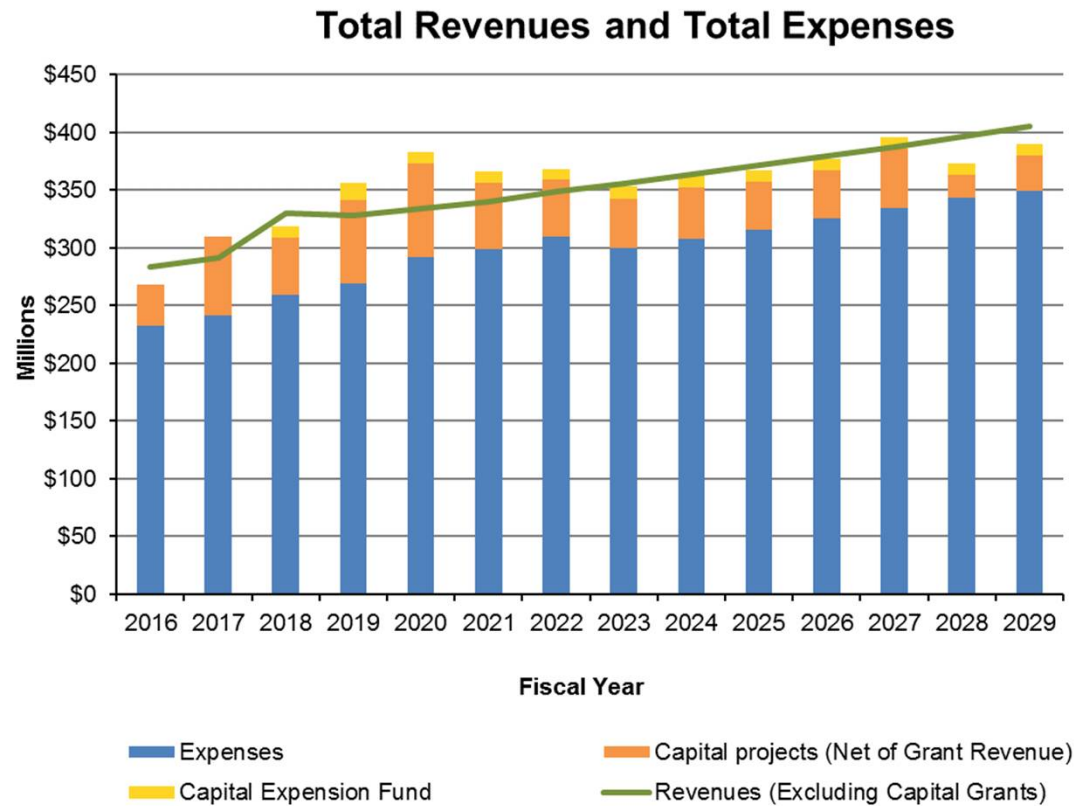
# Long-Range Financial Plan

- Realistic Sales tax growth
- 15% Fare increase in FY22, then 5% every other year based on PPI increases
- Current conditions and contracted rates
- No additional service hours beyond FY2020
- FY2020 Budget and 5-year CIP included
- \$10m per year contribution to Capital Expansion Fund

Assumptions	Year 1-5 FY20-24	Year 6-10 FY25-29
Revenues		
Fare increases	15% FY22; 5% FY24	5% FY26 and FY28
Sales tax growth	3% FY20 then 2.5%	2.5%
Operating grants	No increases	
Expenses		
Service hours	No increases	
Contractor rates	Per contract then 2.5%	
MetroAccess	3% hours; contracted rates	
Fuel rates	2%	
FTE growth	0.75%	
Wage growth	3%	3% then 2.5%
Other Expenses	2%	
Capital Expansion Fund	\$10m per year	



# Proposed Long-Range Financial Plan – 10 Years

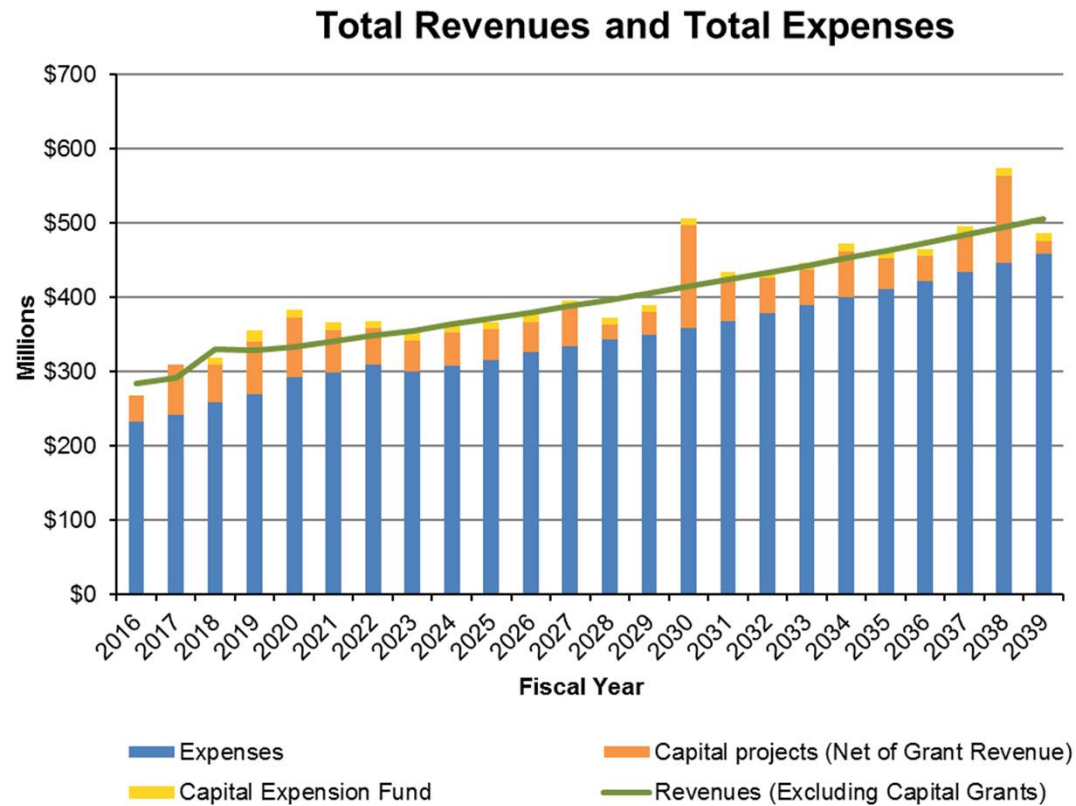


# Proposed Plan - Financials

<i>Dollars in Millions</i>	Budget					Long-Term Forecast				
	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
<b>Cash &amp; Investments Beginning Balance</b>	203	164	148	138	151	163	177	190	192	226
Revenues (excluding Capital Grant Rev)	334	340	349	355	363	371	380	388	396	405
Operating Expenses	(285)	(290)	(308)	(299)	(307)	(314)	(325)	(333)	(343)	(348)
Interlocal Agreements	(7)	(9)	(2)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Loan Principal Payments	0	0	0	0	0	0	0	0	0	0
<b>Cash Flow available for CIP</b>	41	41	39	55	56	56	54	54	53	56
Capital Projects	(108)	(67)	(57)	(48)	(50)	(48)	(47)	(58)	(26)	(37)
Capital Grant Revenue	28	10	8	6	6	6	6	6	6	7
<b>Capital - Self Funded</b>	(80)	(57)	(49)	(42)	(44)	(42)	(41)	(52)	(19)	(31)
<b>Annual Cash Flow</b>	(39)	(16)	(10)	13	12	14	13	2	34	25
<b>Cash &amp; Investments Ending Balance</b>	164	148	138	151	163	177	190	192	226	251
<b>Commitments &amp; Reserve Requirements</b>	112	121	133	142	153	165	178	190	202	214
<b>Cash Balance/(Shortage)</b>	52	27	5	10	10	12	12	2	23	38

Align spending with sales tax growth  
Ramp up after higher sustained sales tax growth

# Proposed Long-Range Financial Plan – 20 Years



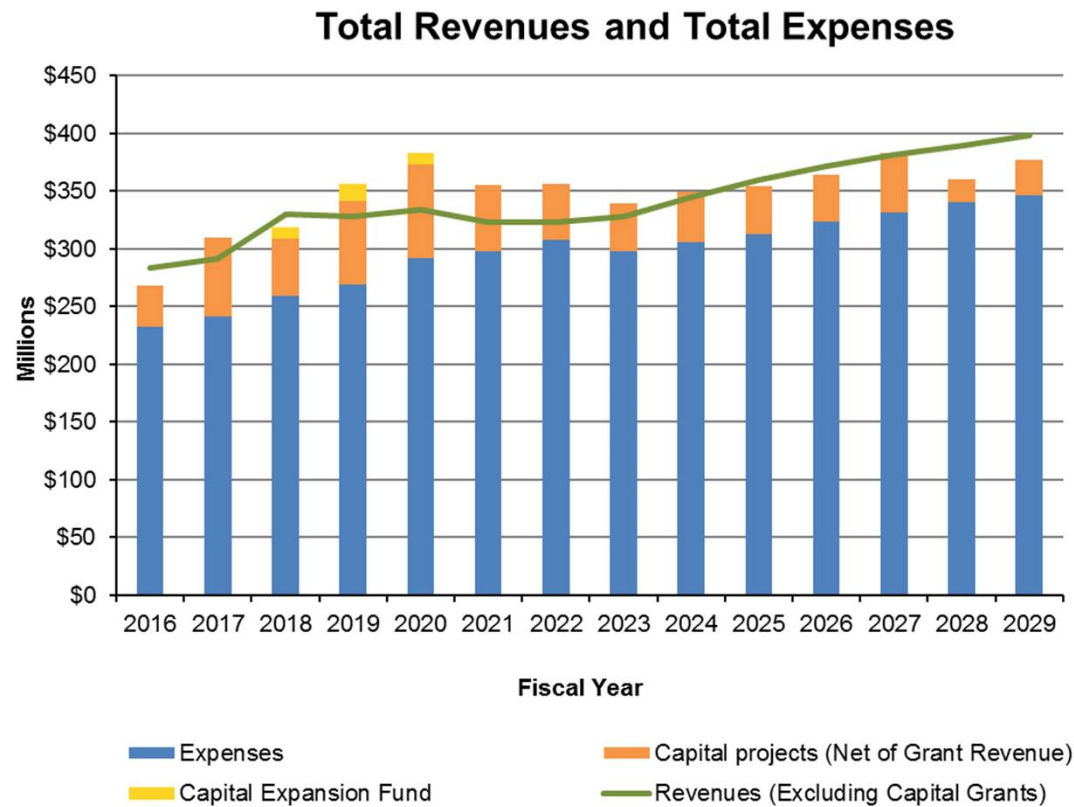
# Long-Range Financial Plan Model - Recession

- Mild recession of 4% sales tax decline in FY2021
- Delay 15% Fare increase to FY24, then 5% every other year, based on PPI increases
- Stop hiring and no wage increases during 2-year recessionary period
- Hold Capital Expansion Fund contributions after FY20

Assumptions	Year 1-5 FY20-24	Year 6-10 FY25-29
Revenues		
Fare increases	15% FY24	5% FY26 and FY28
Sales tax growth	-4% FY21 followed by recovery	
Operating grants	No increases	
Expenses		
Service hours	No increases	
Contractor rates	Per contract then 2.5%	
MetroAccess	3% hours; contracted rates	
Fuel rates	2%	
FTE growth	0.75%; 0% FY21/22	0.75%
Wage growth	3%; 0% FY21/22	3% then 2.5%
Other Expenses	2%	
Capital Expansion Fund	Zero contributions after FY20	



# Recession Long-Range Financial Plan



# Recession Model - Financials

*Dollars in Millions*

	Budget					Long-Term Forecast				
	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
<b>Cash &amp; Investments Beginning Balance</b>	203	164	132	98	86	82	88	95	94	124
Revenues (excluding Capital Grant Rev)	334	323	323	328	345	359	372	381	390	398
Operating Expenses	(285)	(289)	(305)	(297)	(304)	(312)	(322)	(330)	(340)	(345)
Interlocal Agreements	(7)	(9)	(2)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Loan Principal Payments	0	0	0	0	0	0	0	0	0	0
<b>Cash Flow available for CIP</b>	<b>41</b>	<b>25</b>	<b>15</b>	<b>30</b>	<b>40</b>	<b>47</b>	<b>49</b>	<b>50</b>	<b>49</b>	<b>53</b>
Capital Projects	(108)	(67)	(57)	(48)	(50)	(48)	(47)	(58)	(26)	(37)
Capital Grant Revenue	28	10	8	6	6	6	6	6	6	7
<b>Capital - Self Funded</b>	<b>(80)</b>	<b>(57)</b>	<b>(49)</b>	<b>(42)</b>	<b>(44)</b>	<b>(42)</b>	<b>(41)</b>	<b>(52)</b>	<b>(19)</b>	<b>(31)</b>
<b>Annual Cash Flow</b>	<b>(39)</b>	<b>(32)</b>	<b>(34)</b>	<b>(12)</b>	<b>(4)</b>	<b>5</b>	<b>8</b>	<b>(1)</b>	<b>30</b>	<b>22</b>
<b>Cash &amp; Investments Ending Balance</b>	<b>164</b>	<b>132</b>	<b>98</b>	<b>86</b>	<b>82</b>	<b>88</b>	<b>95</b>	<b>94</b>	<b>124</b>	<b>146</b>
<b>Commitments &amp; Reserve Requirements</b>	<b>112</b>	<b>111</b>	<b>113</b>	<b>111</b>	<b>112</b>	<b>114</b>	<b>117</b>	<b>119</b>	<b>121</b>	<b>123</b>
<b>Cash Balance/(Shortage)</b>	<b>52</b>	<b>21</b>	<b>(15)</b>	<b>(25)</b>	<b>(30)</b>	<b>(27)</b>	<b>(21)</b>	<b>(25)</b>	<b>3</b>	<b>23</b>

Reserves can cover short term shortfall  
Can also defer capital projects or borrow funds



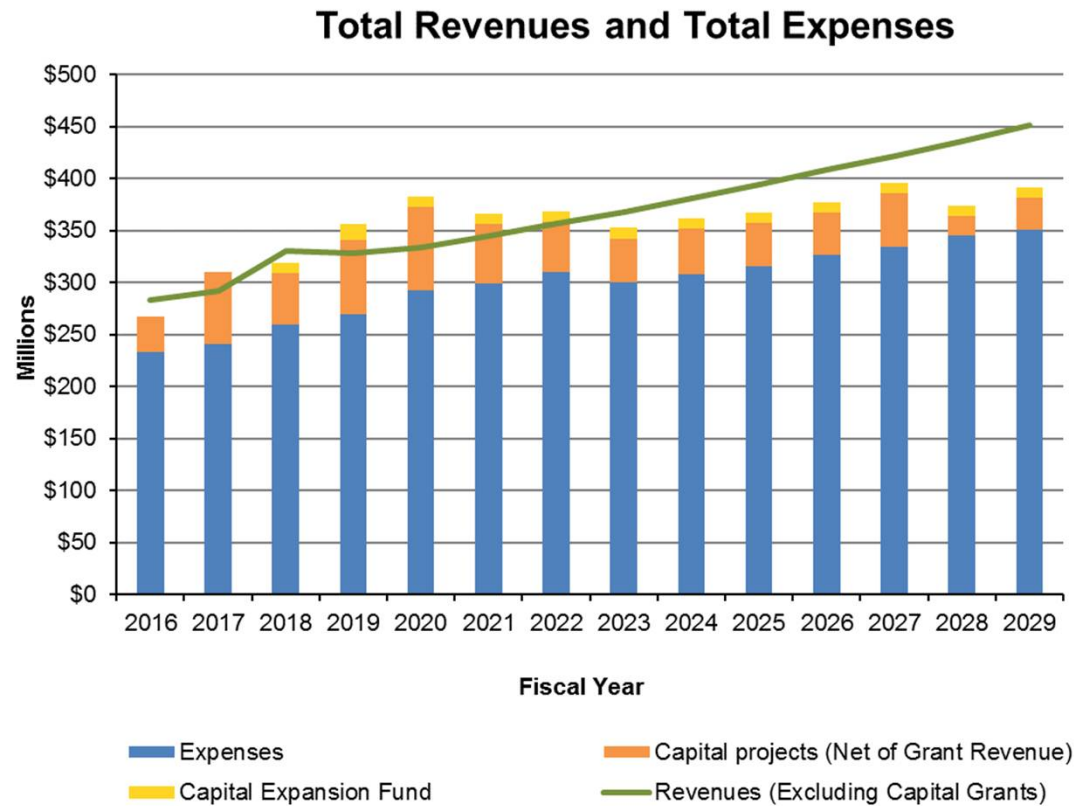
# Long-Range Financial Plan Model - Optimistic

- 4% Sales Tax growth from FY21
- 15% Fare increase in FY22, then 5% every other year based on PPI increases
- Current conditions and contracted rates
- No additional service hours beyond FY2020
- FY2020 Budget and 5-year CIP included
- \$10m per year contribution to Capital Expansion Fund

Assumptions	Year 1-5 FY20-24	Year 6-10 FY25-29
Revenues		
Fare increases	15% FY22; 5% FY24	5% FY26 and FY28
Sales tax growth	3% and 4%	4%
Operating grants	No increases	
Expenses		
Service hours	No increases	
Contractor rates	Per contract then 2.5%	
MetroAccess	3% hours; contracted rates	
Fuel rates	2%	
FTE growth	0.75%	
Wage growth	3%	3%
Other Expenses	2%	
Capital Expansion Fund	\$10m per year	



# Optimistic Long-Range Financial Plan



# Optimistic Model - Financials

*Dollars in Millions*

	Budget					Long-Term Forecast				
	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
<b>Cash &amp; Investments Beginning Balance</b>	203	164	152	150	176	205	242	283	319	391
Revenues (excluding Capital Grant Rev)	334	344	357	368	381	394	408	422	436	452
Operating Expenses	(285)	(290)	(308)	(299)	(307)	(315)	(325)	(333)	(344)	(350)
Interlocal Agreements	(7)	(9)	(2)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Loan Principal Payments	0	0	0	0	0	0	0	0	0	0
<b>Cash Flow available for CIP</b>	41	45	47	68	73	78	82	88	92	101
Capital Projects	(108)	(67)	(57)	(48)	(50)	(48)	(47)	(58)	(26)	(37)
Capital Grant Revenue	28	10	8	6	6	6	6	6	6	7
<b>Capital - Self Funded</b>	(80)	(57)	(49)	(42)	(44)	(42)	(41)	(52)	(19)	(31)
<b>Annual Cash Flow</b>	(39)	(12)	(2)	26	29	37	41	36	72	70
<b>Cash &amp; Investments Ending Balance</b>	164	152	150	176	205	242	283	319	391	462
<b>Commitments &amp; Reserve Requirements</b>	112	121	133	142	153	165	178	190	203	214
<b>Cash Balance/(Shortage)</b>	52	31	17	35	52	77	105	129	189	248

Increased Revenues can potentially fund \$52M over 5 years or \$248M over 10 years for service expansion and/or infrastructure





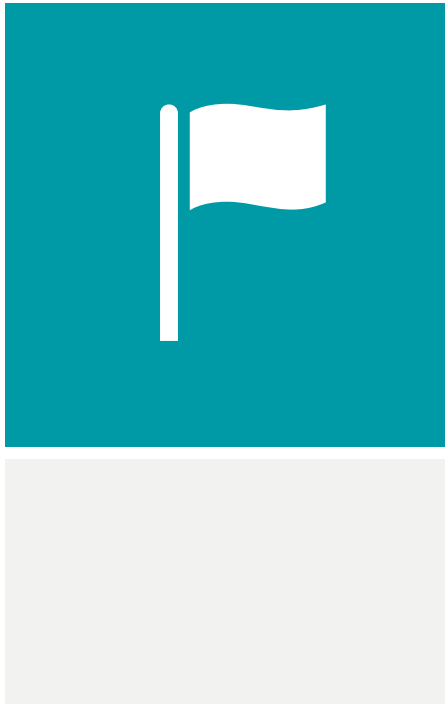
  
**METRO**  
**SUMMARY**

# Changes in Long-Range Financial Plan



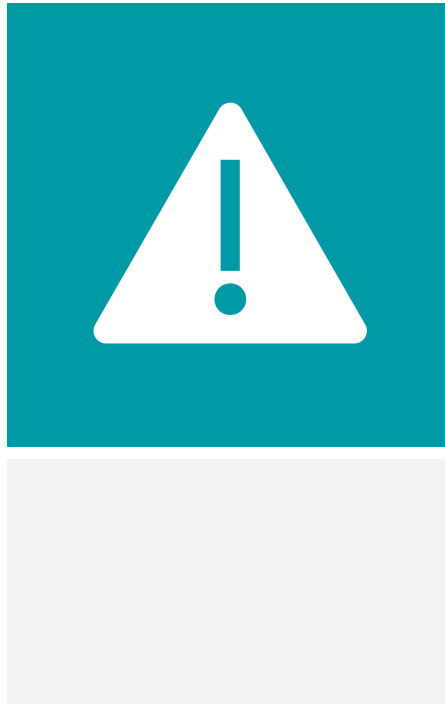
- Significant sales tax growth in FY2019
- Project Connect engineering and NEPA
- Electrification of bus fleet
- Funding of Capital Expansion Fund
- Pickup on demand service

# Unfunded Projects in Long-Range Financial Plan



- Facilities capacity
  - Limited bus capacity for growth at North Ops
  - At maximum capacity
    - 2910 Bus facility
    - Rail facility
    - Paratransit
    - Administration buildings
- Project Connect project construction and operations and maintenance
- Additional or new services
- 132 transit bus replacements in FY2029 – FY2031

# Risks to Long-Range Financial Plan



- Decline in sales tax growth
- Changes to Federal grant funding programs
- Significant recession
- Unforeseen regulatory or capital needs
- Future contracted rates with service providers
- Compensation and benefit plan increases
- Unforeseen technological changes

# Conclusions and Recommendations



- Revenue uncertainty
- Align costs with revenue growth
- Capital vs. Operating costs
- One-time, accumulated funding available for capital investments
  - Future Capital requires funding from Income
- Maintain >\$35 million in annual cash flow for FTA required State of Good Repair



**METRO**

**THANK YOU!**

**Capital Metropolitan Transportation Authority MEETING DATE: 08/26/2019**

**Board of Directors**

**(ID # 4452)**

**Project Connect Community Engagement  
Update**

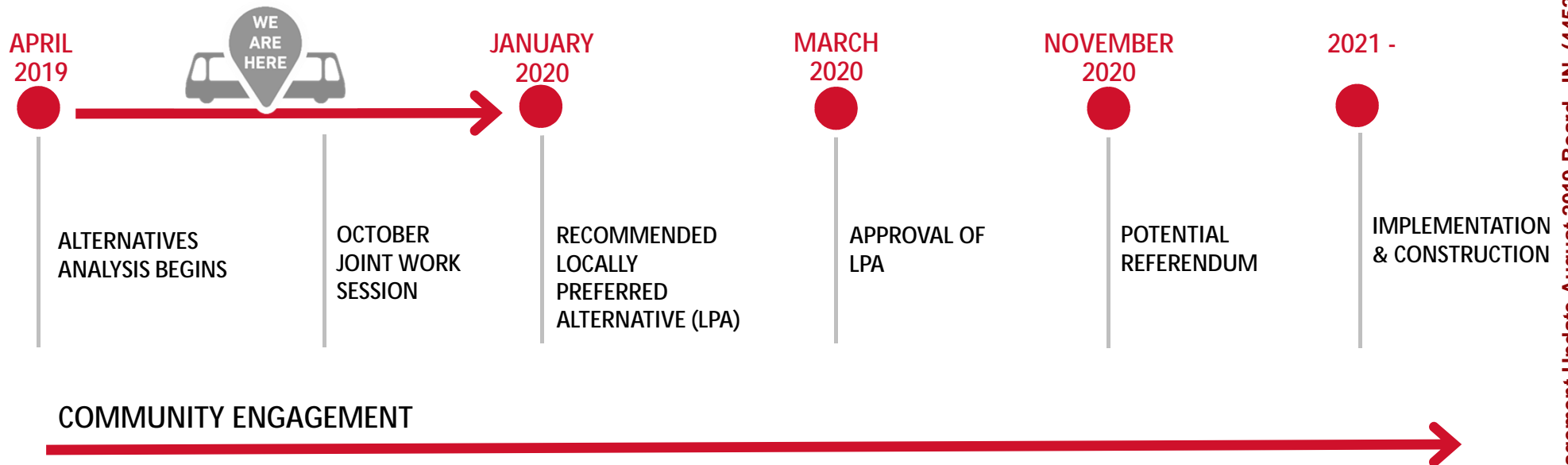
**TITLE:** Project Connect Community Engagement Update

# Community Engagement Update

AUGUST 26, 2019



# Where We're Going



# Where We've Been - Over 6,000 Engaged Since January 2019

- Major community activities
  - Neighborhood, arts, business, faith, education, and health-related events
- Street Team outreach
- Community Office events
- Stakeholder group conversations
- Virtual open houses
- One-on-one discussions



# Where We've Been – Corridor Events

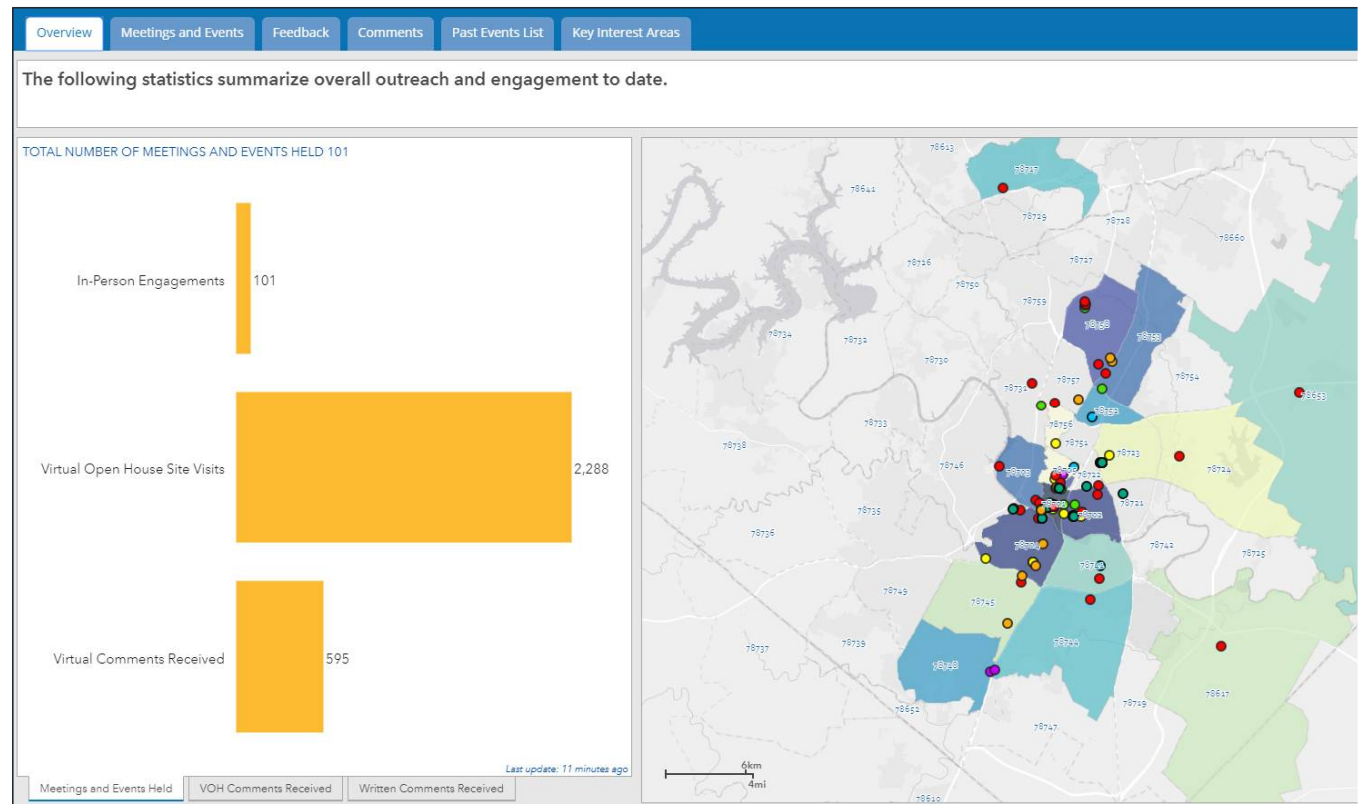
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- 3 Orange Line Workshops
  - July 17-24
- Orange Line Virtual Open House
  - July 18-31
- 3 Blue Line Workshops
  - July 30-August 1
- Blue Line Virtual Open House
  - July 30-August 31



# Where We've Been – Outreach Dashboard

- **101** engagement events since January 2019
- Over **2,500** comments received
- **2,288** Virtual Open House visits
- Over **6,000** people engaged in person since 2019



# Who We've Met – Community Conversations

- Givens Swims park and pool patrons
- Boggy Creek Trailhead Grand Opening
- Eastside, HOPE, and Mueller farmers markets
- Austin World Refugee Day attendees
- Georgian Acres neighborhood residents
- AARP Lunch & Learn participants
- And many, many more



# What We've Heard - Themes

Project Definition

Affordability

Transitways

Sustainability

Service Area/  
Coverage

Transit Space/  
Right of Way

Safety

Accessibility

Construction  
Impacts

# Where We're Going - Upcoming Events

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- **8/21:** PCAN meeting
  - Placemaking, Communications, and Technical sub-committees meet monthly.
- **9/24:** MetroRapid Corridor Open House
- **Mid-October:** Green Line TOD Charette
- **10/30:** Joint Board-Council Work Session
- **November/December** round of Blue and Orange Line input opportunities

