I. Pledge of Allegiance

II. Safety Briefing

III. Public Comment:

IV. Board Committee Updates:
   1. Finance, Audit and Administration Committee; and
   2. CAMPO update

V. Consent Items
   1. Approval of Minutes for June 18, 2018 Public Hearing and June 25, 2018 Board Meeting.
   2. Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2018, to August 31, 2019, that establishes a flat-fee for paratransit, rail and fixed-route bus services of $429,000 for the term of the agreement and includes an option to extend the ILA for four additional years.

VI. Action Items:
   1. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement (ILA) with the City of Round Rock for the in-kind exchange of life expired Capital Metro owned vehicles for a comparable value in training for heavy vehicle rescue.

   2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement (ILA) with Capital Area Rural Transportation System (CARTS) to provide space at Plaza Saltillo for an interim bus transfer hub.
3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement (ILA) with Travis County for a Green Line Financing Analysis and implementation of the Travis County Transit Development Plan in an amount not to exceed $87,242 in FTA Section 5307 funds and $21,810 in local funds from Travis County.

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Restroom Facilities Ltd. for the construction and installation of a pre-fabricated operator restroom at the Westgate Transit Center for a total not to exceed amount of $172,160.

5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement (ILA) with the University of Texas at Austin for shuttle services and rides on Capital Metro services for an estimated revenue of $19,400,000 for a period of three years starting September 1, 2018.

6. Approval of a resolution authorizing the President & CEO, or his designee, to approve the August 2018 Service Changes described in the attached document beginning Sunday, August 19, 2018.

7. Approval of a resolution authorizing the President & CEO, or his designee, to approve a contract with Ernst & Young, LLP for Enterprise Project Portfolio Management Integration and Implementation Services in the amount of $1,495,311.

VII. Presentations:
   1. Capital Metro Fleet Plan
   2. Update on Autonomous Vehicle Pilot
   3. FY2019 Capital Metro Budget Proposal

VIII. Reports:
   1. President & CEO Update

IX. Items for Future Discussion:

X. Adjournment

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512)389-7458 or email gina.estrada@capmetro.org if you need more information.

BOARD OF DIRECTORS: Wade Cooper, Chair; Delia Garza, Vice Chair; Juli Word, Board Secretary; Terry Mitchell, Pio Renteria, Jeffrey Travillion, Ann Kitchen and Rita Jonse. Board Liaison: Gina Estrada (512)389-7458, email gina.estrada@capmetro.org if you need more information.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
Approval of Minutes for June 18, 2018 Public Hearing and June 25, 2018 Board Meeting.
Call to Order: 12:06 p.m.

I.  Presentations:
   1. Proposed August 2018 Services Changes

   Director of Service Planning Roberto Gonzalez presented an overview of the August service changes.

   The proposed changes are very minor. One will be the reinstatement of school-related services with the start of the Fall semester. The other change proposed is an adjustment to the Route 350 to take it back up to the North Lamar Transit Center. This will provide improved connectivity and reduce by one the number of routes that go into the Crestview Station development. Some other very minor adjustments based on customer feedback may also be made.

   Board member Renteria made comments about the challenges of using Cesar Chavez for Route 17 and causing traffic congestion. Roberto replied that we will continue to monitor the situation.

   Chair Cooper made remarks and thanked Capital Metro staff for the efforts in implementing Cap Remap. President Clarke thanked the Chair and mentioned that at the upcoming board meeting Dottie Watkins will be presented some customer enhancements that will help our bus riders, and emphasized that we are continuously analyzing the recent changes with the aim of making adjustments and improvements.

II. Public Comment:

   Patricia Crow, citizen, made comments about the new routing of Route 300 along 51st Street. There is a long distance between Springdale Road to Rogge Lane and Rogge to Manor Road. This is a challenge to the disabled and when it is very hot out. She also expressed that there are security concerns in this area. Many of Ms. Crow's fellow customers are unhappy.

   Zenobia Joseph, citizen, gave comments related to due process. Board member Kitchen's resolution was exclusionary, as it did not include the minority Route 240. It was disingenuous for staff to say to the media that only approximately 25 people who rode this route -- statistics do not bear this out. I ask you for an exception to policy and to restore this service and service on Route 392. You granted a similar exception to white-serving routes. FTA guidance is that if you do find a disparate impact you are obligated to discuss and analyze alternatives, and you did not do so for Route 240. This is a disservice to the people of northeast Austin.
III. Items for Future Discussion:

IV. Adjournment

Adjourn: 12:26 p.m.

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512)389-7458 or email gina.estrada@capmetro.org if you need more information.

BOARD OF DIRECTORS: Wade Cooper, Chair; Delia Garza, Vice Chair; Juli Word, Board Secretary; Terry Mitchell, Pio Renteria, Jeffrey Travillion, Ann Kitchen and Rita Jonse. Board Liaison: Gina Estrada (512)389-7458, email gina.estrada@capmetro.org if you need more information.

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.
I. **Pledge of Allegiance**

II. **Safety Briefing**

Chief Safety Officer Donna Simmons gave her monthly safety briefing. This month Donna explained what to do in case of an emergency while attending a board meeting. She also emphasized the importance of being aware of children in and around Capital Metro buses during the summertime when more of them are riding transit.

III. **Recognition**

Vice President of Bus Operations Dottie Watkins recognized the winners of our local bus roadeo, which was held March 3rd at the North Operations facility. Several of our winners have gone on to do well at state and national-level competition as well.

Dottie also recognized Janet Allen, the Chair of the Board of the Transit Empowerment Fund, and Mike Burch from Capital Metro contractor RATP-Dev. Mr. Burch then presented the Transit Empowerment Fund with a donation on behalf of the company. Ms. Allen conveyed her thanks to the company.

Director of Human Resources Virginia Keeling then recognized Elise Zeinoun, who is a longtime teacher at our Bright Horizons child care facility. Ms. Zeinoun recently received a national award from the company -- the Janice Hill Award -- as a leader in child care development. Council member Garza commented on the importance of having our child care facility.

IV. **Public Comment:**

Gus Pena, citizen, apologized to the operators and customers for not being able to file his federal injunction due to some health issues. He also urged Capital Metro to look at service to the Veterans Administration now that the Municipal Court will be moving to that area. He indicated that bus operators should not be punished or intimidated for statements made while off-duty. Anthony Walker is an outstanding bus operator and human being.

Ruven Brooks, citizen, spoke on behalf of the Northwest Austin Civic Association and their outstanding upcoming annual July 4th parade. He invited President Clarke and other members of the board to participate.

Zenobia Joseph, citizen, gave comments on Route 350. She played an audio clip that has been sent to the board via email that included discussions with Planner Roberto Gonzalez. She believes changes to this were not made to improve connectivity or service, but because people in this area were unhappy. Similar changes have not taken place for Route 392. Recognize how unsafe it is to cross near Braker and Burnet through seven lanes of traffic. It is frustrating to see staff making decisions unilaterally like this. Route 240 riders should have been given preference for the Ride Austin pilot.

Naiilah Akinyemi-Sankofa, citizen, has been a regular rider since 2005 and a customer even longer. She sent a list of complaints and issues on Cap Remap and wants to provide feedback from the rider's
perspective. The majority of folks who ride and rely on the buses every day are not around some of these affluent areas where pilot programs are being proposed. It is becoming clear to passengers and citizens that Capital Metro doesn’t care. It is important that you go back and look at what you have done to routes that serve people of color, the financially challenged, disabled, and elderly populations, especially Routes 2 and 300. I suggest that the board create or appoint community advocate liaisons, who are expert bus riders, to work with the different routes and Planning to make fixes.

V. Advisory Committee Updates:

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

Kendall Jackson from the Community Involvement Team provided a review of the monthly CSAC meeting. Committee members heard a updates on current innovative mobility projects, and the solar dynamic messaging signs and Capital Metro app, and a KPI performance dashboard update.

Kendall reported that the committee will not meet in July, and that CSAC currently has no vacancies.

2. Update on the Access Advisory Committee (AAC)

Kendall Jackson from the Community Involvement Team provided a review of the monthly Access meeting. Committee members received reports on the solar dynamic messaging signs and Capital Metro app, and a KPI performance dashboard update.

Kendall reported that the committee will not meet in July, and that Access currently has one vacancy that she believes will be filled in time for the August meeting.

VI. Board Committee Updates:

Capital Metro's board committees did not meet in June so no report was given.

Board member Mitchell was in Washington, DC with the Austin Chamber of Commerce and unable to attend this month's CAMPO meeting, but he gave the board an overview of his trip to DC and meetings with the local congressional delegation.

1. CAMPO update

VII. Action Items:

1. Minutes from the May 21, 2018 Board Meeting and May 25, 2018 Worksession

Board member Kitchen made the motion to approve, Garza second.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Ann Kitchen, Board Member
SECONDER: Delia Garza, Board Member
AYES: Mitchell, Word, Cooper, Garza, Kitchen, Jonse, Renteria, Travillion

2. Positive Train control (PTC) Contract Modification with Modern Railway Systems, Inc. (MRS)

Vice President of Rail Operations Dave Dech presented this item.

Additional changes to the scope of the original project due to unforeseen requirements and conditions have now been identified. These include surveying, the integration of the TIGER V sidings, and additional power requirements at signal houses.

Board member Renteria asked for further information on the overall costs of the PTC project. Board member Travillion also asked for further detail on current expenditures and project progress in future backup.
Board member Travillion motion to approve, Jonse second.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jeffrey Travillion, Board Member
SECONDER: Rita Jonse, Board Member
AYES: Mitchell, Word, Cooper, Garza, Kitchen, Jonse, Renteria, Travillion

VIII. Presentations:

1. Innovative Mobility Update

Vice President of Demand Response and Innovative Mobility Chad Ballentine presented this item.

Chad discussed current plans to create Innovative Mobility Zones to provide service to areas where high-capacity or fixed-route transit is not available or might not be warranted. He discussed and share results from the recent Pickup Pilot program, which concluded on June 2nd. Demand for the service was strong and growing when the pilot ended. The agency gained excellent experience operating a service like this. We will be doing outreach to determine other areas where this time of service could work.

Chad then discussed a new pilot that is starting up in West Austin with the rideshare company Ride Austin. This will help provide rides to/from bus stops to customers within a specific zone adjacent to where service was pulled under Cap Remap. No fare will be collected until customers board a bus. He went through some of the challenges of partnering with private providers. Chad provided an overview of a framework that is being developed to help guide decisions on undertaking innovative mobility solutions. This framework will be brought back to the board for discussion and approval.

Chief Operating Officer Elaine Timbes then presented an overview of an upcoming pilot -- the Electric Autonomous Circulator. This project will put electric autonomous vehicles into service in downtown Austin as local circulators. Safety and ADA requirements are paramount to this pilot. No specific routes have yet been identified. We anticipate the service to begin for customers in late Fall, but extensive testing will be taking place before then. A solicitation has just been issued for the lease of 6 vehicles.

Chad then discussed some of the pros and cons of the different types of projects we have piloted or will be piloting in the near future.

Board member Kitchen pointed out that one of the “challenges” of using private TNCs should not be data sharing, as we would not partner with a TNC that does not share their data with us. She suggested taking that off the list that was shown. She asked if the board could be provided with citations for ADA and other federal requirements for these types of services.

For the Pickup Pilot project Board member Travillion asked if we have a geographic breakdown of who uses the app versus who uses the call center. He also encouraged the agency to look at areas outside downtown for future autonomous vehicle placements or pilots. Board member Mitchell and Chair Cooper inquired about the economics of providing on-demand service to paratransit-eligible customers. President Clarke laid out some of the current transit-industry thinking on funding and technologies for these new services.

2. Bus Customer Service Enhancement Plan

Vice President of Bus Operations Dottie Watkins presented this item.

This plan will address operational improvements in several customer-focused areas. Several of these improvements are already underway and some will be implemented in the near future. These include additional staff monitoring social media accounts, increased security presence on buses, more consistent training for bus operators, improvements in our audible onboard announcements, and our
upcoming Operations Control Center. Other operational improvements include an increased focus on service timeliness -- improved schedules, better coordination with the City of Austin, and ongoing analysis of layovers, recovery time, and comfort stop availability. We are currently reviewing the latest improvements in software that analyzes transit schedules.

Dottie also reviewed some of our current efforts to improve our customer's at-stop experience. This includes reconfiguring shelters to provide more shade, piloting solar real-time information signs, a pilot for interactive informational kiosks, a grant that is allowing us to pilot bus stop beacons that will benefit the visually impaired, and exploring the placement of "mobility hub" stops that will place bikeshare and other mobility options at our facilities.

Finally Dottie reviewed some of the recent improvements in customer information, including new bus stop signage and the final steps in our vehicle branding efforts.

Board member Kitchen asked if Dottie could provide the board with more detailed information in the future on bus bunching. This seems to be an ongoing problem in particular with our MetroRapid vehicles. Would like to understand the causes and how we are approaching the problem.

3. Positive Train Control (PTC)

Deputy CEO and Chief Operating Officer Elaine Timbes presented this item.

Positive Train Control is a system designed to prevent accidents and injuries to both passengers and railroad workers, and is a federally mandated program. The government has decreed that systems must have the majority of their systems in place and tested by December, 2018.

Capital Metro has completed our planning and design phase and we have moved into the installation and testing phase. After testing we will move into revenue demonstration service, and will have two years to get certified and close out the project. Elaine ran through each of the critical elements needed to get us to the December deadline -- documentation, vehicles, communication, and training. Some of the testing has required a suspension of service temporarily between Lakeline and Leander Stations, and we anticipate there may be another temporary suspension in August.

Elaine then ran through some of the challenges of PTC implementation, including integration with the TIGER V projects, the development at Plaza Saltillo, and the construction of the new Downtown Station. She also ran through a summary of the financing for the project. To date we have spent approximately $35 million on this project.

Board member Travillion asked for further detail on the PTC training program for staff and employees.

President Clarke emphasized that PTC is a safety overlay, and that commuter rail systems are currently safe. The December deadline is a legislative one, not safety-driven.

4. Initial Review and Discussion of FY2019 Budget

CFO Reinet Marneweck presented this item, an update on the FY2019 Capital Metro budget.

Draft budgets have been generated and are currently being reviewed by the Senior Executive Team. At the board committee meetings in July more detail will be presented, and following that a feedback and outreach process similar to last year will take place. We hope to receive final approval for the budget at the September board meeting.

Reinet then ran through our current budget metrics and some of the assumptions being made for next year's budget on both revenues and expenses. She also discussed some of our Operating Cost drivers. She reviewed some of the proposed budget's highlights and their implications for the 5-year Capital Improvement Plan.
IX. President’s Report

President Clarke gave his monthly report. He thanked the Capital Metro staff for their work doing outreach during the recent Cap Remap changes. He also gave a recap of his trip with Board Member Mitchell to DC to meet with the Austin congressional delegation. He showed photos of the recent Capital Metro participation in the Juneteenth Parade and recognized the winners of the recent poster contest for National Safety Month. Finally, he mentioned that Capital Metro's Vice President of Innovative Mobility Chad Ballentine has been selected for the Leadership APTA program.

X. Items for Future Discussion:

Chair Cooper mentioned that he has spoken to President Clarke about ways to effectively use board worksession time to dive a little deeper into areas of transit operations, as it is difficult to do so at regular board meetings. He would also like to explore opportunities to meet at other locations at times on an occasional basis.

XI. Adjournment

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512)389-7458 or email gina.estrada@capmetro.org if you need more information.

BOARD OF DIRECTORS: Wade Cooper, Chair; Delia Garza, Vice Chair; Juli Word, Board Secretary; Terry Mitchell, Pio Renteria, Jeffrey Travillion, Rita Jonse and Ann Kitchen. Board Liaison: Gina Estrada (512)389-7458, email gina.estrada@capmetro.org if you need more information.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2018, to August 31, 2019, that establishes a flat-fee for paratransit, rail and fixed-route bus services of $429,000 for the term of the agreement and includes an option to extend the ILA for four additional years.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2018, to August 31, 2019, that establishes a flat-fee for paratransit, rail and fixed-route bus services of $429,000 for the term of the agreement and includes an option to extend the ILA for four additional years.

FISCAL IMPACT:
This action is revenue-generating.

STRATEGIC PLAN:
3. Community

3.4 Support plans and programs designed to build ridership and increase market share of alternate transit use.

EXPLANATION OF STRATEGIC ALIGNMENT:
An ILA with Austin Community College will maintain a strong partnership that supports Capital Metro’s mission and vision. The ILA has the potential to increase ridership on Capital Metro services and sustain revenue.

BUSINESS CASE:
The expiring ILA has helped establish a strong partnership with Austin Community College that supports Capital Metro’s strategic objectives. The proposed ILA will maintain this relationship. The expiring ILA has been well utilized by Austin Community College students and employees, and the proposed ILA will 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 July 18, 2018.

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 Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2018, to August 31, 2019, that establishes a flat-fee for paratransit, rail and fixed-route bus services of $429,000 for the term of the agreement and includes an
option to extend the ILA for four additional years. As part of this agreement Austin Community College will make the transit passes available to all eligible students and employees at no point of sale cost. This is projected to significantly increase the ridership of Austin Community College students and employees.

Under the expiring ILA, Austin Community College is paying for transit services on a pay-per-ride basis at the 35% MetroWorks discount program for higher education institutions. In order to contain their costs, Austin Community College started charging students $25 per semester for the transit pass from September 2014 and thereby constraining transit usage that led to a 56% reduction in Austin Community College ridership over subsequent years. With the new agreement, both institutions will have budget certainty, while the transit benefit usage will be unconstrained.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Marketing/Communications
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2018-811)
ACC Interlocal Agreement

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 Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes for a period of one year from September 1, 2018, to August 31, 2019, that establishes a flat-fee for paratransit, rail and fixed-route bus services of $429,000 for the term of the agreement and includes an option to extend the ILA for four additional years. As part of this agreement Austin Community College will make the transit passes available to all eligible students and employees at no point of sale cost.

________________________
Date: July 30, 2018
Secretary of the Board
Juli Word
ACC Green Pass Ridership vs. CapMetro System-Wide Ridership

- Capital Metro System
- ACC Green Pass

Start of $25 Semester fee

[Graph showing ridership trends for ACC Green Pass and Capital Metro System from March-11 to January-18]
Proposal

- From pay-per-ride to flat fee $429K
  - Consistent with previous fiscal year’s revenues
- 4 one-year optional extensions
- Flat fee increase tied to PPI, capped at 3% p.a.
- Free Green Pass to eligible ACC students and employees
- Digital pass on Mobile app
Impact

• Increase in Green Pass ridership
  – Currently < 5% of student enrollments
  – Potential 500,000 additional trips per year
• Budget stability for both parties
• Reduced carbon footprint
• Eliminates “free-rider” concern
• Potential increase in MetroAccess usage and costs for Capital Metro
INTERLOCAL AGREEMENT
BY AND BETWEEN
AUSTIN COMMUNITY COLLEGE
AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

This Interlocal Agreement (“Agreement”) is entered into by and between Austin Community College (“ACC”), a community college organized under the laws of the State of Texas, and Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code. Capital Metro and ACC are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS

Whereas, the Parties recognize the importance of regional mobility and the desire to encourage ACC’s students and employees to access public transportation.

Whereas, the Parties represent that in the performance of its respective obligations set forth in this Agreement, it is carrying out a duly authorized governmental function that is authorized to perform individually under the applicable statutes of the State of Texas or its charter.

Whereas, the Parties represent that the compensation paid under this Agreement is fair and reasonable considering the services and functions to be performed in this Agreement.

Whereas, the Parties now desire to enter into a mutually beneficial Agreement that meets the transportation and mobility needs of both Parties, as authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

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

I. Certain Definitions

1. “ACC Green Pass” means the custom transit passes, both physical and digital, for Services provided by Capital Metro to ACC for Eligible ACC Employees and Students.

2. “Commuter Service” means Capital Metro’s Rail services and all “Express” services, being Capital Metro’s routes 900 through 990.

3. “Eligible ACC Employees and Students” means ACC’s employees and students who are eligible for an ACC Green Pass as determined by ACC.
4. “Local Service” means all of Capital Metro’s MetroBus, MetroFlyer, UT Shuttle, MetroRapid and High-Frequency Routes.

5. “Metro Access Service” means Capital Metro’s services to certified mobility impaired persons.

6. Other capitalized terms will have the definitions given to them in Agreement.

II. Scope

1. Services. The purpose of this Agreement is to provide ACC employees and students access to the use of Capital Metro’s Local and Commuter Services, and MetroAccess Service (collectively, the “Services”). Rideshare services are not included in or subject to this Agreement.

1.1 Local and Commuter Transit Services. Eligible ACC Employees and Students will have unlimited use of the Services when they swipe or otherwise validate valid ACC Green Passes and present ACC identification cards upon request. All fares of Eligible ACC Employees and Students will be borne by ACC and no fares will be required by Capital Metro to be paid by such students and employees.

1.2 MetroAccess. MetroAccess service will be provided to Eligible ACC Employees and Students who have been certified for MetroAccess service via Capital Metro’s certification process. Such certified Eligible ACC Employees and Students must follow the Capital Metro process for reservations and services.

2. ACC Green Passes.

2.1 Distribution. At least eight (8) weeks before the start date of each semester during the Term, ACC will notify Capital Metro of the number of physical ACC Green Passes needed for that semester. Capital Metro will make available to ACC the ACC Green Passes at least two (2) weeks before the start date of each semester. Capital Metro will provide the physical ACC Green Passes to ACC. ACC will access the digital ACC Green Passes through Capital Metro’s secure website. ACC will be responsible for distributing the ACC Green Passes to Eligible ACC Employees and Students. ACC will distribute digital ACC Green Passes to Eligible ACC Employees and Students only through ACC-affiliated electronic mail addresses. ACC will make the ACC Green Pass available to all Eligible ACC Students and Employees at no point-of-sale cost.

2.2 Additional ACC Green Passes. ACC may request additional ACC Green Passes during each semester. ACC will coordinate with Capital Metro to determine the number of additional ACC Green Passes to be provided. Capital Metro will deliver
additional transit passes to ACC within fourteen (14) business days after the date that Capital Metro and ACC agree in writing on the number of additional passes.

2.3 Deactivation. If ACC learns that a physical ACC Green Pass has been stolen, lost, become inoperable or held by individuals who are no longer Eligible ACC Employees and Students, ACC will contact Capital Metro to deactivate the ACC Green Pass. ACC is entitled to four (4) free batch deactivations of physical ACC Green passes per semester at no cost. ACC will be assessed a $10.00 fee for each additional batch deactivation of physical ACC Green Passes. At no cost to ACC, ACC will de-activate digital ACC Green Passes that are deemed lost, stolen, inoperable or held by individuals who are no longer Eligible ACC Employees and Students. Digital pass deactivation may be conducted by ACC staff at will at any time, and ACC staff will ensure that necessary deactivation occurs on at least a monthly basis.

3. Schedule. The following holidays are observed by Capital Metro and may alter the level of Services on the dates indicated:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr.’s Birthday</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Friday after Thanksgiving</td>
<td>Friday after Thanksgiving</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>

4. Monitoring and Reporting. Capital Metro will use its fare collection equipment to monitor, compile and analyze Eligible ACC Employees and Students ridership data with respect to physical ACC Green Passes and activation data with respect to digital ACC Green Passes. Capital Metro will provide monthly reports to ACC based on this data.

5. Coordination. Capital Metro and ACC understand the need for coordination and prior approval of their respective governing bodies regarding services, activities and initiatives. The Parties agree to work together in good faith to coordinate any approvals necessary to obtain services, activities and initiatives that further the goals of this Agreement. Such cooperation and coordination shall include the following:
5.1 Capital Metro and ACC staff will outline the various roles and responsibilities needed to promote and increase ACC Employee and Student ridership. This may include, but is not limited to, providing more efficient access to and between ACC campuses and the currently available programs for transit or alternative transportation.

III. Term and Termination

1. **Term.** The term of this Agreement (“Term”) will be commence on September 1, 2018 (“Effective Date”) and will remain in effect through August 31, 2019. The Parties may extend the Term by mutually written agreement for up to four additional 12-month option extension periods (“Extension Period”), subject to review and approval of both the Capital Metro Board of Directors and the ACC Board of Trustees. If Capital Metro chooses to extend the Term, Capital Metro will provide written notice of its desire to continue the Agreement to ACC ninety (90) calendar days prior to the expiration of the Term. Any changes to the payment terms will be negotiated in good faith between the Parties at least sixty (60) days prior to the expiration of the Term.

2. **Termination.** Either Party may terminate this Agreement, in whole or part, without cause, upon ninety (90) days’ prior written notice. Upon receipt of a termination notice from ACC, Capital Metro will cease all Services on the ninetieth day following the date of the termination notice. ACC will pay Capital Metro for all Services performed and obligations incurred prior to the termination of the Agreement.

IV. Compensation and Payment

1. **Agreement Amount.**

   1.1 **Flat Fee.** For the initial year of the Term (September 1, 2018 through August 31, 2019), ACC will pay Capital Metro a flat fee of $429,000 for the Services (the “Flat Fee”) in twelve (12) monthly installments. For each Extension Period, Capital Metro, at its sole discretion, may increase the Flat Fee paid by ACC for the Services based on increases in the Producer Price Index as published by the U.S. Bureau of Labor Statistics. However, in no event will the Flat Fee increase by more than three percent (3%) of the Flat Fee paid for the previous year. Capital Metro will notify ACC of any increases to the Flat Fee in accordance in Capital Metro’s notice to extend the Term under Section III (1) of this Agreement.

   1.2 **August 2018.** Notwithstanding any other term or condition to the contrary in this Agreement or any previous agreement between the Parties, Capital Metro will charge ACC for Services provided in August 2018 on a per ride basis based on the prices set forth in that certain Interlocal Agreement between the ACC and Capital Metro, dated effective September 1, 2014, but in no event will the total cost to ACC for August 2018 exceed the amount that Capital Metro invoiced ACC for Services provided in August 2017.
1.3 **Pass Reimbursement.** In addition to the Flat Fee, ACC will reimburse Capital Metro for Capital Metro’s out of pocket costs for production of physical or digital transit passes.

2. **Invoices.** Each Capital Metro invoice sent to ACC will contain the following: 1) a different invoice number (i.e. invoices will not have duplicate numbers); 2) the purchase order or delivery order number, if applicable; 3) the Department’s name and 4) the name of the point of contact for the Department. Invoices will be mailed to:

   Austin Community College Service Center
   Business Services
   Attn: Neil Vickers, EVP Finance and Administration
   9101 Tuscany Way, Office 149
   Austin, Texas 78754

3. **Prompt Pay.** ACC will pay all invoices on a monthly basis in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

4. **Non-Appropriations.** This Agreement is dependent upon the availability of ACC funding. ACC’s payment obligations are payable only from current funds appropriated and available for the Agreement. ACC will provide Capital Metro written notice if it fails to appropriate funds to pay the amounts due under this Agreement. ACC will also notify Capital Metro as soon as practicable if there is a reduction of the appropriated funds necessary for ACC to perform under this Agreement.

   **V. General Terms and Conditions**

   1. **Right to Audit.**

      1.1 ACC agrees to allow authorized Capital Metro representatives access to all records related to this Agreement. In addition, ACC agrees to only distribute Green Passes to Eligible ACC Employees and Students. ACC will take adequate measures to prevent the transference of transfer passes and tickets to individuals not associated with ACC.

      1.2 Capital Metro agrees to allow authorized representatives of the Office of the ACC Auditor, or other authorized representatives of ACC, access to, and the right to audit, examine, or reproduce all Capital Metro records related to the performance of this Agreement. Capital Metro will retain records for the period set forth in Section V (4) of this Agreement. Capital Metro agrees to refund to ACC any overpayments disclosed by an ACC audit.

   2. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties; however, Capital Metro expressly reserves the right in its sole discretion, to amend this Agreement unilaterally.
with ten (10) business days’ written notice to ensure compliance of this Agreement with state or federal law or other regulation.

3. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code, (“Texas Public Information Act”) and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of the other Party. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this Agreement.

4. **Maintenance of Records.** Capital Metro and ACC will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.

5. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.

6. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.

7. **Successors and Assigns.** This Agreement may be not assigned, in whole or in part, by either Party without prior written consent of the other Party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors (if any).

8. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.

9. **Disputes.** The Parties will make every possible attempt to resolve, in an amicable manner, all disputes between the Parties concerning the interpretation of this Agreement. ACC will submit written notice of any claim of breach of contract under this Agreement to Capital Metro, who will examine ACC’s claim and any counterclaim and negotiate with ACC in an effort to resolve the claim.

10. **Liability.** THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENCE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS
PERFORMANCE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR ON IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

11. Force Majeure. Except as otherwise provided, neither Party is liable for any delay in, or failure of performance, or a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, or the common enemy, or the result of war, riot, civil corruption, sovereign conduct, strikes, fires, explosions or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

12. Severance. Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever or no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all provisions of this Agreement, which will remain of full force and effect.

13. Headings. The headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.

14. Notices. Any notice required or permitted to be delivered under this Agreement will be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to ACC or Capital Metro, at the addresses set forth below. Notice given in any other manner will be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party.

ACC: Austin Community College Service Center
Attn: Executive Vice President of Finance and Administration
9101 Tuscany Way
Office 149
Austin, Texas 78754
16. **Government Entities.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.

17. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties to the subject matter contained in this Agreement. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by further agreement in writing duly executed by authorized representatives of each of the Parties. No official, representative, agent, or employee of Capital Metro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Capital Metro Board of Directors.

**VI. Certifications.**

THE UNDERSIGNED PARTIES do hereby certify that: (a) the Services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of Capital Metro and ACC; (c) the Services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code, Section 771.003(b); and (d) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

[Signatures Page Follows]
In Witness Whereof, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives to be effective as of the date of the last Party to sign.

ACC:
Austin Community College
By: ________________________________
   Dr. Richard M. Rhodes
   President/CEO
Date: ______________________________

Capital Metro:
Capital Metropolitan Transportation Authority
By: ________________________________
   Randy Clarke
   President/CEO
Date: ______________________________
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for the in-kind exchange of life expired Capital Metro owned vehicles for a comparable value in training for heavy vehicle rescue.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for the in-kind exchange of life expired Capital Metro owned vehicles for a comparable value in training for heavy vehicle rescue.

FISCAL IMPACT:
This action has no fiscal impact.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. Customer
3. Community

Strategic Objectives:
1.1 Promote a culture of safety
3.2 Build Strong Community Partnerships that further Capital Metro’s mission and vision

EXPLANATION OF STRATEGIC ALIGNMENT:
This Interlocal Agreement builds a strong community by exchanging resources and training with the City of Round Rock, demonstrating the further development of partnerships with our neighboring communities. The Interlocal Agreement promotes a culture of safety by virtue of enabling a world class training program to be implemented in Central Texas, helping to ensure that if an incident should occur in our area, the first responders will be among the best prepared.

BUSINESS CASE:
The Interlocal Agreement provides for the cost neutral, in kind exchange of retired, non-running vehicles from Capital Metro’s fleet, for training participation by Capital Metro attendees in a three-day training class.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on July 30, 2018.

EXECUTIVE SUMMARY:
Capital Metro routinely disposes of life expired vehicles through either auction or special projects. This Interlocal Agreement with the City of Round Rock provides for the in-kind exchange of three (3), non-running and life expired, heavy duty transit vehicles: a 24-foot paratransit van, a 35-foot transit bus, and a 40-foot transit bus for seven (7) seats in a world class heavy vehicle rescue training program offered by the City of Round Rock Fire Department. Staff has determined that the value of participating in the training is at the least the equivalent of the value of the retired vehicles.
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-2018-806)
ILA with Round Rock Fire Department

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to build strong community partnerships through the in-kind exchange of resources and training with our neighboring communities; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to promote a culture of safety by helping to ensure that first responders in Central Texas are among the best trained.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an Interlocal Agreement with the City of Round Rock for the in-kind exchange of life expired Capital Metro owned vehicles for a comparable value of training in heavy vehicle rescue.

________________________
Date: July 30, 2018

Secretary of the Board
Juli Word
Round Rock Fire Department ILA

*Operations, Planning and Safety Committee*
*July 30, 2018*
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement (ILA) with Capital Area Rural Transportation System (CARTS) to provide space at Plaza Saltillo for an interim bus transfer hub.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement (ILA) with Capital Area Rural Transportation System (CARTS) to provide space at Plaza Saltillo for an interim bus transfer hub.

FISCAL IMPACT:
Funding for this action will be the responsibility of CARTS.

STRATEGIC PLAN:
Strategic Goal Alignment:
1.0 Customer Experience
3.0 Community

Strategic Objectives:
1.1 Promote a culture of safety,
1.2 Ensure an attractive and accessible environment
3.2 Build strong community partnerships that further our mission and vision
3.4 Support plans and programs designed to build ridership and increase market share

EXPLANATION OF STRATEGIC ALIGNMENT:
This ILA will allow a ticket office and a climate-controlled waiting space for both Capital Metro and CARTS transit system riders. CARTS will provide in-kind services that will offer the public information, ticket sales, access to restrooms, and a regular staff presence on site.

BUSINESS CASE:
Capital Metro is providing two vacant spaces inside the main building on Comal at no cost: CARTS will remodel and finish-out a ticket/office area and a climate-controlled waiting space for CARTS and Capital Metro riders, particularly the elderly or disabled. CARTS is providing in-kind services to our riders that improve safety, security, and comfort, encouraging ridership opportunities at Plaza Saltillo Station.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on July 30, 2018.

EXECUTIVE SUMMARY:
CARTS approached Capital Metro with a request to provide them space at Plaza Saltillo to provide an interim bus transfer hub that could temporarily replace their headquarters building that was previously located on East 5th Street. CARTS has subsequently
relocated to a new headquarters facility and is developing a permanent bus transfer facility on Shady Lane. The new facility is expected to open in 2020.

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-2018-843)

Interlocal Agreement by and Between Capital Metropolitan Transportation 
Authority and Capital Area Rural Transportation System at Plaza Saltillo

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and 
Capital Metro management endeavor to provide the best customer experience and to 
better serve Central Texas residents with transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and 
Capital Metro management recognize the need to respond in a cooperative and timely 
manner to the request by Capital Area Rural Transportation System (CARTS) and their 
need to locate an interim bus transit hub at Plaza Saltillo, referred to by them as the 
Eastside Bus Plaza.

NOW THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation 
Authority Board of Directors that the President & CEO, or his designee, is authorized to 
finalize and execute an Interlocal Agreement with CARTS for an interim bus transit hub 
at Plaza Saltillo that will serve at least until their permanent terminal is completed on 
Shady Lane in 2020.

________________________
Date: July 30, 2018

Secretary of the Board
Juli Word
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement (ILA) with Travis County for a Green Line Financing Analysis and implementation of the Travis County Transit Development Plan in an amount not to exceed $87,242 in FTA Section 5307 funds and $21,810 in local funds from Travis County.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement (ILA) with Travis County for a Green Line Financing Analysis and implementation of the Travis County Transit Development Plan in an amount not to exceed $87,242 in FTA Section 5307 funds and $21,810 in local funds from Travis County.

FISCAL IMPACT:
Refer to executive summary for clarification.

STRATEGIC PLAN:
Strategic Goal Alignment:
2. Ridership

Strategic Objectives:
2.2 Lead public transportation and development

EXPLANATION OF STRATEGIC ALIGNMENT:
This project will help Capital Metro to lead public transportation and development by sharing FTA funds with Travis County to study financing options for the Green Line, a 28-mile rail corridor on existing Capital Metro tracks in northeast Travis County, and to begin implementation of the Travis County Transit Development Plan.

BUSINESS CASE:
Travis County is participating in the Capital Metro Service Expansion Program, which provides Travis County with up to $221,422 per year in FTA Section 5307 funds for transit projects. This ILA defines the parameters for the use of the federal funds.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on July 30, 2018.

EXECUTIVE SUMMARY:
On April 8, 2018, Travis County Commissioners Court approved County staff to work with the County’s financial advisor, PFM, to develop a scope of services to conduct a financial analysis and modeling of financing alternatives for the Green Line transit corridor. Through Capital Metro’s Service Expansion Program, Travis County is eligible to use FTA Section 5307 funding for 80% of the study cost, with the remaining 20% provided by Travis County.

The study will analyze several options for financing the Green Line, should the project be determined feasible for implementation. The study will include 1) identification and analysis of potential revenue sources and value capture strategies for the Green Line,
2) analysis of selected financing alternatives, 3) analysis of the use of various economic development tools, and 4) analysis of the advantages and disadvantages of the identified financing options.

The remaining Section 5307 funds will be used to begin implementation of the Travis County Transit Development Plan that Travis County developed in partnership with Capital Metro. The Transit Development Plan will be considered for adoption by Travis County Commissioners Court on July 10, 2018 and use of the funds will be guided by the plan.

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-2018-816)
Travis County ILA for Green Line Financing Analysis and TDP Implementation

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to lead public transportation and development by partnering with Travis County to conduct a finance study of the Green Line; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide FTA Section 5307 funds to Travis County for the Green Line Financing Analysis and implementation of the Travis County Transit Development Plan through the Capital Metro Service Expansion Program.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an Interlocal Agreement (ILA) with Travis County for a Green Line Financing Analysis and implementation of the Travis County Transit Development Plan in an amount not to exceed $87,242 in FTA Section 5307 funds and $21,810 in local funds from Travis County.

________________________________________
Date: July 30, 2018

Secretary of the Board
Juli Word
Travis County ILA

Green Line Financing Analysis
Implementation of Travis County TDP

Board of Directors Meeting
July 30, 2018
Background

• Travis County participates in the Capital Metro Service Expansion Program

• The program allocates FTA funding up to $221,422/year to Travis County for transit projects

• Travis County FY18 FTA funding balance is $87,242
Green Line Financing Analysis

- Travis County will analyze financing options for the Green Line, should it be determined feasible for implementation.
- The analysis will feed into Project Connect.
- Travis County’s financial advisor, PFM, will conduct the analysis.
Travis County TDP

- Analyzes transit needs in the urbanized, unincorporated areas of Travis County

- Provides a guide for implementation of transit service over a three-year period

  Identify and evaluate gaps in existing transportation services

  Identify feasible opportunities to serve gaps

  If existing transportation services can’t be expanded, identify new mobility solutions
Travis County TDP Implementation

- Travis County adopted the TDP on July 10\textsuperscript{th}

- Commissioners Court directed staff to begin implementation of two pilot projects
  - Manor Area On Demand Service
  - Hornsby Bend/Austin’s Colony On Demand Service

- Funds will be used for capital costs
Manor Area On Demand Pilot

Austin’s Colony, Hornsby Bend On Demand Pilot
## Budget

<table>
<thead>
<tr>
<th>Project</th>
<th>FTA Section 5307 Funds</th>
<th>Travis County Match Funds</th>
<th>Total Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Line Financing Analysis</td>
<td>$35,200</td>
<td>$8,800</td>
<td>$44,000</td>
</tr>
<tr>
<td>Implementation of Travis County TDP</td>
<td>$52,042</td>
<td>$13,010</td>
<td>$65,052</td>
</tr>
<tr>
<td>Total</td>
<td>$87,242</td>
<td>$21,810</td>
<td>$109,052</td>
</tr>
</tbody>
</table>
INTERLOCAL AGREEMENT BETWEEN 
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY 
AND TRAVIS COUNTY FOR A GREEN LINE FINANCING ANALYSIS AND 
IMPLEMENTATION OF THE TRAVIS COUNTY TRANSIT DEVELOPMENT PLAN

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

I. Contracting Parties:

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

The Performing Agency: Capital Metropolitan Transportation Authority 
("Capital Metro")
2910 E. Fifth St
Austin, TX 78702

II. Background:

a) Capital Metro is a public agency responsible for providing mass transit service 
within the City of Austin, and the surrounding communities of Leander, Lago 
Vista, Jonestown, Manor, San Leanna, Volente, and Point Venture, as well as 
the unincorporated area of Travis County within Precinct 2 (boundaries as of 
date of agreement joining Capital Metro) and the Anderson Mill area of 
Williamson County.

b) Section 451.056 of the Texas Transportation Code authorizes Capital Metro to 
contract with a municipality, county, or other political subdivision to provide 
public transportation services outside of its service area.

c) A Service Expansion Policy, approved by Capital Metro’s Board of Directors in 
June 2008, amended in April 2014, and endorsed by CAMPO in June 2014, 
allows Capital Metro to partner with cities and counties that are not currently a 
part of Capital Metro’s service area.

d) The Service Expansion Policy provides a mechanism by which options for 
Capital Metro and local governments can seek access to funds for planning, 
capital projects, and operations through the Federal Transit Administration’s 
Urbanized Area Formula Funding program established under 49 U.S.C. 5307 
("Section 5307 Funds").

e) Under that certain Interlocal Agreement between Capital Metropolitan 
Transportation Authority and Travis County for Transit Development Plan, 
dated effective August 17, 2017, Travis County and Capital Metro agreed to 
develop a Transit Development Plan for Travis County in order for Travis 
County to access up to $221,422.00 of Section 5307 Funds annually through 
the Service Expansion Policy. In order to access the Section 5307 Funds,
Travis County is required to provide matching funds composed of a 20% match for planning and capital improvements and a 60% match for operations.

f) Travis County is currently using Section 5307 Funds for a Transit Development Plan and for Routes 233 and 237. As of the effective date of this agreement, there is $87,242 of Section 5307 Funds remaining for use by Travis County for Fiscal Year 2018.

g) Travis County and Capital Metro desire to assess financing options for the Green Line transit corridor project between downtown Austin and the City of Manor (“Green Line Financing Analysis”) using Section 5307 Funds and to jointly determine other needed transit costs for implementation of the Travis County Transit Development Plan with the balance of the remaining Section 5307 Funds.

III. Services:

The Contracting Parties will work together to perform the following:

a) The development of a Green Line Financing Analysis, which will include:

1) identifying and analyzing potential revenue sources and value capture strategies,

2) analyzing selected financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, use of Bond Anticipation Notes and use of federal loan products including TIFIA and RRIF, user fees, developer contributions, public/private projects and federal/state grants, and their budgetary and financial impacts,

3) analyzing various economic development tools such as tax benefit financings, methods to utilize such tools and to mitigate risk and exposure, and security structures which will lower the cost of capital for the Green Line transit corridor project, and

4) analyzing the financial pros and cons of the various financing options, including the financial implications of any legal and regulatory issues.

b) The balance of Section 5307 funds will be used to begin implementation of the Travis County Transit Development Plan. Prior to the termination of the Agreement, Travis County will develop a memo describing Transit Development Plan implementation projects to ensure that projects align with the Transit Development Plan and are eligible for Section 5307 Funds.

IV. Financial Terms:

a) Total Section 5307 Fund expenditures under this Agreement shall not exceed $87,242.00 as set forth below and in Exhibit “A”:
1) Travis County shall invoice Capital Metro an amount not to exceed $35,200.00 for Section 5307 Funds for the Green Line Financing Analysis before September 30, 2019.

2) Expenditures of the remaining Section 5307 Funds for implementation projects under the Travis County Transit Development Plan shall not exceed $52,042.00 and must be invoiced before September 30, 2019.

b) Travis County will match the above Section 5307 Funds as follows:

1) Travis County will provide a match of $8,800.00 for the Green Line Financing Analysis.

2) Travis County will provide a match of $13,010.00 for the implementation projects under the Travis County Transit Development Plan.

c) No other charges, expenses, contributions, recoupments or charge backs shall be due from or paid by Travis County in the performance of this Agreement.

V. Term of the Agreement:

This Agreement shall begin upon signature of the last Contracting Party to sign and terminates September 30, 2019.

VI. Default:

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

VII. Miscellaneous:

a. Force Majeure

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

b. Notice

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

RECEIVING PARTY: The Honorable Sarah Eckhardt (or her successor)
Travis County Judge
P.O. Box 1748
Austin, TX 78767
Attn: Travis County Judge

WITH A COPY TO: Steven Manilla, P.E. (or his successor)
Transportation and Natural Resources County
Executive
P.O. Box 1748
Austin, TX 78767

David Escamilla (or his successor)
Travis County Attorney
P.O. Box 1748
Austin, TX 78767
Attention: File Number 291.791

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

PERFORMING PARTY: Randy Clarke
President/CEO
Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, TX 78702

WITH A COPY TO: Kerri L. Butcher
Chief Counsel
Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, TX 78702

Entire Agreement

This Agreement contains the complete and entire agreement between the
Contracting Parties respecting the matters addressed herein, and
supersedes all prior negotiations, agreements, representations, and
understanding, if any, between the parties respecting the subject of this
Agreement. This Agreement may not be modified, discharged, or changed
in any respect whatsoever except by a further agreement in writing duly
executed by authorized representatives of the Contracting Parties. No
official, representative, agent, or employee of Performing Party, has any
authority to modify this Agreement, except pursuant to such express
authority as may be granted by the Performing Party, Board of Directors. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

d. **Invalid Provision**

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

e. **Inspection of Books and Records**

1. The Contracting Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review and inspection at their respective office during the period that this Agreement is in effect and for four years after the Agreement is terminated or until any impending litigation or claims are resolved, whichever is later.

2. Capital Metro and Travis County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires Capital Metro or Travis County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

f. **Current Funds**

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

g. **Venue**

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

h. **Interpretation**

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

i. **Application of Law**
This Agreement is governed by the laws of the State of Texas.

j. Mediation

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

k. Third Party Rights Not Created

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

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

m. Sovereign Immunity

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

VIII. Certifications:

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

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

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

By: ____________________________
Randy Clarke
President

Date: ____________________________

RECEIVING AGENCY
Travis County, Texas

By: ____________________________
Sarah Eckhardt
County Judge

Date: ____________________________
Approved as to Form:

By: CMTA Legal Department
## Exhibit “A”

<table>
<thead>
<tr>
<th>Project</th>
<th>FTA Section 5307 Funds</th>
<th>Travis County Match Funds</th>
<th>Total Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Line Financing Analysis</td>
<td>35,200</td>
<td>8,800</td>
<td>44,000</td>
</tr>
<tr>
<td>Implementation of Travis County TDP</td>
<td>52,042</td>
<td>13,010</td>
<td>65,052</td>
</tr>
<tr>
<td>Total</td>
<td>87,242</td>
<td>21,810</td>
<td>109,052</td>
</tr>
</tbody>
</table>
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Restroom Facilities Ltd. for the construction and installation of a pre-fabricated operator restroom at the Westgate Transit Center for a total not to exceed amount of $172,160.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Restroom Facilities Ltd. for the construction and installation of a pre-fabricated operator restroom at the Westgate Transit Center for a total not to exceed amount of $172,160.

FISCAL IMPACT:
Funding for this action is available in the FY2018 Capital Budget.

STRATEGIC PLAN:
1. Customer,
2. Ridership,
3. Community

Strategic Objectives:
1.2 Improve system reliability and convenience,
2.3 Pursue service expansion opportunities,
3.4 Support plans and programs designed to build ridership and increase market share of alternate transit use.

EXPLANATION OF STRATEGIC ALIGNMENT:
The development of a new Westgate Transit Center will provide a strategic transit hub in the South Austin/Westgate area for multiple bus routes, including MetroRapid and will provide much needed parking for transit customers. Texas Department of Transportation (TxDOT) property is being utilized to construct this transit center which will improve system reliability and convenience while developing new ridership markets. The pre-fabricated operator’s restroom is an important component of the overall development of the transit center and will be complete and in place by the opening of the facility.

BUSINESS CASE:
There is a need for a bus transit center and park and ride in the Westgate/Ben White area that will encourage more nearby residents in South Austin to use MetroRapid service and bus routes that serve downtown and other areas. The pre-fabricated restroom is being purchased by Capital Metro through the State of Texas BuyBoard to reduce costs. The funding for the operator restroom is included within the budget for the Westgate Transit Center which is included in the approved FY2018 Capital Budget.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on July 30, 2018.
EXECUTIVE SUMMARY:
The construction of the Westgate Transit Center will provide expanded transit options and convenience for customers in the South Austin area connecting multiple routes and MetroRapid with routes and destinations that serve downtown and other critical areas. The operator’s restroom is needed infrastructure to provide for driver’s basic needs. The funds for this facility are included in the Westgate Transit Center project budget.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: The contract will utilize the BuyBoard Cooperative Contract No. 512-16, held by Restroom Facilities Limited to deliver and install one (1) pre-fabricated restroom at the Westgate Transit Center.

BuyBoard awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act.

Purchases made using BuyBoard contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the fabrication and installation of the restroom was determined to be fair & reasonable by the BuyBoard cooperative during its solicitation and award process.

BuyBoard pricing to deliver and install (1) pre-fabricated restroom:

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>LUMP SUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Deliver and Install One (1) Pre-Fabricated Restroom, as described in Exhibit F, Scope of Services.</td>
<td>$172,160.00</td>
</tr>
</tbody>
</table>

The contract is a firm fixed price type contract.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2018-836)
Westgate Transit Center Operator Restroom

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need for a transit center in the Westgate/Ben White area of South Austin that will improve system reliability and convenience while developing new ridership markets; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide a restroom for bus operators as part of the development of the Westgate Transit Center.

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 Restroom Facilities Ltd. for the construction and installation of a pre-fabricated operator restroom at the Westgate Transit Center for a total not to exceed amount of $172,160.

________________________
Date: July 30, 2018

Secretary of the Board
Juli Word
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin for shuttle services and rides on Capital Metro services for an estimated revenue of $19,400,000 for a period of three years starting September 1, 2018.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin for shuttle services and rides on Capital Metro services for an estimated revenue of $19,400,000 for a period of three years starting September 1, 2018.

FISCAL IMPACT:
This action reimburses Capital Metro for expenses incurred.

STRATEGIC PLAN:
Strategic Goal Alignment:
2. Ridership, 3. Community

Strategic Objectives:
2.5 Generate funding, 3.2 Build Strong Community Partnerships that further Capital Metro’s mission and vision.

EXPLANATION OF STRATEGIC ALIGNMENT:
This is a revenue-generating agreement which provides for a cost-sharing arrangement to provide public transportation services. This long-standing partnership with the University of Texas at Austin assists with campus mobility and parking concerns while increasing public transit ridership.

BUSINESS CASE:
UT Shuttle service fulfills the transit demand generated by a major activity center and employer in our service area. The cost recovery for this agreement exceeds what is collected via traditional fare collection on other fixed route services.

COMMITTEE RECOMMENDATION:
This agenda item was presented and is recommended for approval by the Finance, Audit and Administration Committee on July 18, 2018.

EXECUTIVE SUMMARY:
Capital Metro has partnered with the University of Texas at Austin since 1989 to provide shuttle bus services for the use and benefit of the University and the Austin community. The current agreement began on September 1, 2016. While the current agreement is not set to expire until August 31, 2019, Capital Metro and the University mutually agree that a new agreement is in our best interest.

The UT Shuttle service is comprised of nine routes and serves an annual ridership of approximately 2.5 million annual riders. The UT Shuttle routes are part of Capital Metro’s fixed route transit service and may be utilized by all Capital Metro customers.
The UT Shuttle services are public transportation service. These services, like all Capital Metro fixed route services, are designed to comply with the board-adopted Service Guidelines and Service Standards. This three-year agreement will allow for continuation of these services at existing service levels unless both parties agree to change.

This agreement also allows UT students, faculty and staff to ride all other Capital Metro services using their University ID in lieu of a fare. The agreement cost structure was calculated based on existing ridership levels and the board approved established for higher education organizations in the MetroWorks program.

The final aspect of the agreement pertains to advertising. The University and Capital Metro have agreed to a cost-sharing arrangement for advertising on UT Shuttle vehicles. The University will receive 35% of the revenue or $100,000, whichever is greater. The University has also agreed to promote the use of transit services to the University community.

The agreement provides for a fixed fee to be paid by the university of $6,200,000 in year one, $6,600,000 in year two and $6,700,000 in year three.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2018-804)
ILA with University of Texas

WHEREAS, since 1989 Capital Metro and the University of Texas at Austin have partnered to provide shuttle bus service for the use and benefit of the University of Texas at Austin; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to continue this arrangement to support Capital Metro’s mission of utilization of public transportation and the reduction of single occupancy 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 an Interlocal Agreement with the University of Texas at Austin for shuttle services for an estimated revenue of $19,400,000 for a period of three years starting September 1, 2018.

________________________

Date: July 30, 2018

Secretary of the Board
Juli Word
University of Texas ILA

Board of Directors Meeting
July 2018
University of Texas ILAs

• Currently have two separate agreements
  – UT Shuttle and Student Rides
    • Expires August 31, 2019
  – Faculty and Staff Rides
    • Expires August 31, 2018 (5 one-year options remain)

• Moving to one consolidated agreement
  • Three year term, Sept 1, 2018 to Aug 31, 2021
## UT ILA - Changes

<table>
<thead>
<tr>
<th>Current ILA</th>
<th>New ILA</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>UT Shuttle services at existing levels, paid as a cost per hour</td>
<td>UT Shuttle services at existing levels, paid as a flat fee</td>
<td>Avoid reductions in service which negatively impact ridership</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Streamline administration of the agreement</td>
</tr>
<tr>
<td>Rides reimbursed on a pay-per-swipe basis, on a gradually increasing basis</td>
<td>Rides reimbursed on flat fee basis, calculated based on current ridership at the MetroWorks program rate (35% discount)</td>
<td>Remove &quot;cost penalty&quot; for the University to promote transit use</td>
</tr>
<tr>
<td>UT revenue-share of advertising revenue steadily increasing over the agreement term</td>
<td>UT revenue-share of advertising revenue set at greater of 35% of $100,000</td>
<td>Capping the revenue share at final year rates for current agreement</td>
</tr>
</tbody>
</table>
AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN
AND
THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

This agreement ("Agreement") is made and entered into effective as of September 1, 2018 (the "Effective Date") by and between THE UNIVERSITY OF TEXAS AT AUSTIN, an agency and institution of higher education organized under the laws of the State of Texas ("UNIVERSITY") and the CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY ("CAPITAL METRO"), a political subdivision of the State of Texas, created and exercising its authority in accordance with Chapter 451, Texas Transportation Code, acting by and through its duly authorized President/CEO or designee.

WITNESSETH:

WHEREAS, since 1989, UNIVERSITY and CAPITAL METRO have entered into a series of agreements for the provision of transportation services provided by CAPITAL METRO; and,

WHEREAS, UNIVERSITY and CAPITAL METRO have significantly benefited mobility in Austin through such cooperative provision of shuttle bus transportation service; and,

WHEREAS, UNIVERSITY and CAPITAL METRO desire to enter into a long term commitment to continue to meet the mobility needs of UNIVERSITY community to the mutual benefit of UNIVERSITY and CAPITAL METRO; and,

WHEREAS, UNIVERSITY and CAPITAL METRO intend to enter into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and,

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, it is agreed as follows:

ARTICLE I: DEFINITIONS

A) **Circular Route**: Routes which circulate riders throughout a community. These routes are generally shorter than radial service and are non-linear, connecting multiple origins and destinations in the local area and penetrating into communities where regular fixed-route services cannot travel; a route which circulates the University Campus around the areas of most concentrated use

B) **Inter-campus Shuttle Route**: A route which circulates the University Campus around the areas of most concentrated use and connects the main University campus with off-site campus locations

C) **Non-UT Shuttle Services**: All services that may be offered by CAPITAL METRO other than those to be provided under this Agreement, including, but not limited to, these transit services:
• E-Bus
• Local fixed routes
• Limited
• Flyer
• Express
• Metro Rail
• Metro Access
• Bus Rapid Transit

D) **Performance Standards:** A set of practices that measure, among other items, safety, timeliness, cleanliness, hours of operation, schedules of maintenance, customer satisfaction and cost of operation

E) **Revenue Vehicles:** Buses used to complete the UT Shuttle routes

F) **Radial Route:** Direct and non-stop service to the University Campus from areas of concentrated student population

G) **University Campus:** the main campus of the University

H) **UT Shuttle Services:** The shuttle bus transportation services described in Article IV of this Agreement

**ARTICLE II: SUBJECT OF AGREEMENT**

A) CAPITAL METRO will provide UT Shuttle Services for UNIVERSITY, utilizing equipment furnished by CAPITAL METRO, and operated in a manner consistent with the Performance Standards contemplated in Article V of this Agreement.

B) CAPITAL METRO will provide all Revenue Vehicles required for UT Shuttle Services. CAPITAL METRO will directly or through subcontract provide required drivers, fuel, vehicle maintenance, storage, supervisory and management services, and all other goods and services needed to provide the UT Shuttle Services.

**ARTICLE III: TERM OF AGREEMENT**

The term of this Agreement shall be for a three-year term as follows:

- Year One: September 1, 2018 to August 31, 2019
- Year Two: September 1, 2019 to August 31, 2020
- Year Three: September 1, 2020 to August 31, 2021
“Contract Year” shall mean each twelve (12) month period beginning on September 1 and ending on August 31 during the term of this Agreement.

ARTICLE IV: DESCRIPTION OF THE SERVICE

A) CAPITAL METRO shall provide the shuttle bus transportation services, hereinafter referred to as the “UT Shuttle Service” under this Agreement as follows:

B) a total of approximately nine routes, (6) six of which will be Radial Routes and (3) three of which will be Circular Routes.

C) Shuttle Service hours will generally be from 6:45 a.m. until 11:30 p.m., Monday through Sunday. CAPITAL METRO will provide UT Shuttle Services approximately 225 days of service per Contract Year, with fluctuations in service level to account for the University’s schedule (full semester, finals, summer session, etc.). All other Non-UT shuttle Services will be offered at CAPITAL METRO’s standard operating hours.

D) UT Shuttle Services is designed to ensure campus-specific public transportation options are available where demand exists. CAPITAL METRO will operate UT Shuttle Services at September 2018 levels, unless changes are mutually agreed to by the parties. Additions or deletions of service will be made per Article VII of this Agreement.

E) UNIVERSITY students, faculty and staff may utilize the identification card issued to them by the UNIVERSITY to access all bus, rail and paratransit services provided by CAPITAL METRO. UNIVERSITY and CAPITAL METRO will work cooperatively to facilitate the use of UNIVERSITY identification cards in current and future CAPITAL METRO fare collection technology.

F) CAPITAL METRO shall monitor and compile ridership data for UNIVERSITY identification cards. At a frequency agreed by the parties, CAPITAL METRO will provide UNIVERSITY with a report of the data collected from the UNIVERSITY identification cards. UNIVERSITY will review the report and determining the classification (faculty, staff, student, etc.) for each record and return the information to CAPITAL METRO. UNIVERSITY agrees to proactively work with CAPITAL METRO to eliminate the use of expired or unauthorized UNIVERSITY identification cards.

ARTICLE V: PERFORMANCE OF THE SERVICE

A) In order to assure delivery of the UT Shuttle Services in a quality manner, consistent with the objectives of the parties, CAPITAL METRO agrees to perform all UT Shuttle Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances and establish and monitor Performance Standards for the UT Shuttle Services.

B) CAPITAL METRO will maintain a staff of properly trained and experienced personnel and subcontractors to ensure satisfactory performance under this Agreement. CAPITAL METRO will cause all CAPITAL METRO employees, representatives, agents and subcontractors who are directly in charge of the UT Shuttle Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. CAPITAL METRO will assign a designated representative who will be responsible for the administration and coordination of the UT Shuttle Services. CAPITAL METRO agrees to cause its employees, representatives, agents, or subcontractors who will be present on University’s premises or in University’s facilities while performing the UT Shuttle Services to become aware of, fully informed about, and in full compliance with all applicable University rules and policies.
including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

C) Upon selection of an operator subcontractor to operate the bus shuttles for the UT Shuttle Services and prior to the final subcontract award, CAPITAL METRO will provide University with (i) information reflecting the operational history of the operator subcontractor including safety records; (ii) compliance history relating to all applicable state and federal laws including but not limited to licensure requirements and environmental requirements; and (iii) employment practices relating to criminal background checks and drug and alcohol testing, (iv) procedures for the issuance of identification badges and (v) any other information reasonably requested by University.

E) D) CAPITAL METRO will monitor system access and all routes for individuals with disabilities to ensure that all shuttle routes and other routes frequently used by UNIVERSITY students are fully compliant with all ADA regulations and meet the needs of individuals with disabilities.

E) The Parties will develop and mutually agree on Performance Measures on as needed basis. Performance Standards will, at a minimum, include on-time performance, missed service, customer complaints, accidents, miles between road calls, and preventive maintenance measures. CAPITAL METRO is responsible for all actions and work performed by its subcontractors.

F) To ensure compliance and attainment of the agreed upon Performance Standards, CAPITAL METRO will report monthly to University Parking and Transportation Services in a systematic manner that can be audited by UNIVERSITY.

G) The Performance Standards will be formally reviewed by UNIVERSITY and CAPITAL METRO periodically throughout the life of this Agreement and are subject to revision by written mutual consent of UNIVERSITY and CAPITAL METRO.

ARTICLE VI: VEHICLES

A) CAPITAL METRO shall furnish Revenue Vehicles as required to operate the UT Shuttle Services, and shall provide any additional transportation services requested by UNIVERSITY and agreed to in writing by CAPITAL METRO.

B) All Revenue Vehicles will be equipped with air-conditioning, wheelchair lifts, or other means of wheelchair access, front and rear loading doors, two-way radios, bike racks and destination signs.

C) Revenue Vehicles will be maintained in a quality manner to assure delivery of a safe, reliable, on time and clean service for the passenger. Capital Metro will ensure that the average age of the bus fleet available for assignment to University-specific routes will be no greater than two years above the average age of Capital Metro’s overall bus fleet.

D) Advertising on Revenue Vehicles will be in accordance with Capital Metro policies, and all advertising must be preapproved by University in writing within three (3) business days submittal of a proof of proposed advertising. CAPITAL METRO will submit a proof of any proposed advertising in electronic format to The University Parking and Transportation Services
Services Department for review and approval, which approval may be denied in University’s sole discretion.

E) The amounts charged each Contract Year by Capital Metro under Article IX of this Agreement will be reduced by an amount equal to the greater of (i) thirty-five percent (35%) of gross revenue net of expenses generated from such advertising on the interior and exterior of Revenue Vehicles per Contract Year, or (ii) One Hundred Thousand Dollars and No Cents ($100,000) as dedicated funding for the “Sure Walk” program.

ARTICLE VII: CHANGES IN SERVICE

A) CAPITAL METRO will implement an on-going data collection and service analysis program which will provide the basis for annual service change analysis. All service change and bus stop requests for UT Shuttle Services will be directed to CAPITAL METRO for evaluation. Results of the evaluation process will be presented to UNIVERSITY for approval. Changes in service that impact more than twenty-five percent (25%) of the route structure or schedule will be evaluated by CAPITAL METRO and presented to UNIVERSITY at least one month in advance of any public presentation on the change proposal.

B) CAPITAL METRO, in conjunction with UNIVERSITY, will periodically conduct an operational and customer satisfaction survey for all services and programs offered to students.

C) Both major and minor changes in service require approval of UNIVERSITY and CAPITAL METRO. Major changes in service will require solicitation of input from student representatives (or the appointed committee), a formal public hearing and will require action by the Board of Directors of CAPITAL METRO.

D) Circular Routes and Inter-campus Shuttle Routes will be agreed upon by UNIVERSITY and CAPITAL METRO as service demand dictates. Other services agreed upon by the parties may also be included.

E) UT Shuttle Radial Route service is designed to directly serve the University Campus from areas where student population warrants such direct and non-stop service. UNIVERSITY and CAPITAL METRO will coordinate all UT Shuttle Radial Route service changes. Existing Radial Route service will continue until it does not meet a minimum productivity of thirty (30) passengers per hour during peak periods. At such time, UNIVERSITY and CAPITAL METRO will work together to identify either a planned route adjustment to improve productivity or a plan for transitioning the ridership to a regular mainline fixed route service.

F) CAPITAL METRO will provide new Radial Route service in areas when all of the following characteristics exist:

   a. Student Population Concentration of greater than 3.0% of total student population (approximately 1,500 students).
   b. Service time from first to last stop on the “off campus” portion of the route is less than 10 minutes.
c. Round trip travel time is 45 minutes or less (run time only, excluding layover and recovery time).

G) New UT Shuttle Radial Route service will typically be planned to accommodate the following service characteristics:

a. Minimum Level of Frequency of approximately 15 minutes. A smaller frequency will be employed if demand exceeds available capacity.

b. Operating span of service from at least 7:00 a.m. to 7:00 p.m., Monday through Friday.

ARTICLE VIII: CLASSIFICATION OF PASSENGERS

The UT Shuttle service shall be available at no fee to UNIVERSITY students, faculty and staff with the presentation of a valid UNIVERSITY identification card. These services shall also be open and available to the public and shall not be restricted to students of UNIVERSITY; however, non-affiliated UNIVERSITY persons will be required to pay the published CAPITAL METRO fare.

ARTICLE IX: CONSIDERATION

A) UNIVERSITY agrees to pay CAPITAL METRO the following amounts over the three-year term regardless of actual operational costs, minus the amount set forth in Article VI(E) of this Agreement:

   Year One: $6,200,000
   Year Two: $6,600,000
   Year Three: $6,700,000

B) The total estimated amount of the three-year Agreement shall not exceed $19,500,000.00.

C) Payments shall be made to CAPITAL METRO by UNIVERSITY within thirty (30) days of presentation of statement of charges for service rendered during the completed billing period. Billing periods will be a minimum of one month in length.

D) This Agreement is not valid for amounts which exceed one million dollars ($1,000,000) until this Agreement is approved by the Board of Regents of The University of Texas System.

ARTICLE X: INSURANCE

A) Exhibit A of this Agreement describes the insurance coverage required to be provided by CAPITAL METRO or its subcontractors. Should CAPITAL METRO elect to provide the driving or other services described in this Agreement through third party subcontractors, CAPITAL METRO shall require the subcontractors to maintain at all times during the period covered by this Agreement insurance issued by a company authorized to do business in the State of Texas and approved by UNIVERSITY, with the minimum requirements as set forth in Exhibit A of the Agreement. Proper Certificates of Insurance reflecting said insurance coverage in accordance with Exhibit A of the Agreement shall be furnished to UNIVERSITY. The
Insurance Company(ies) providing all such insurance for subcontractors shall have an A.M. Best Rating of A-IV or better or otherwise be approved by the University regardless of whether Capital Metro or a third party contractor shall provide the service described in this Agreement.

B) Should CAPITAL METRO elect to directly provide the UT Shuttle Services, CAPITAL METRO shall maintain at all times during the period covered by this Agreement liability and property damage coverage as defined in Exhibit A or as mutually agreed by University and CAPITAL METRO in writing by contract amendment. CAPITAL METRO at its option may provide this insurance coverage through a self-insurance program or pool and will provide a statement of self-insurance to University.

ARTICLE XI: MAINTENANCE OF RECORDS

A) In accordance with CAPITAL METRO’s record management policies, CAPITAL METRO agrees to maintain records or documentation that shall reflect the following:

1) number of buses operated on any given day
2) number of revenue trips operated
3) number of hours operated by each bus on each route or schedule
4) number of passenger complaints received
5) number of vehicle and passenger accidents
6) number of road calls
7) the estimated percentage of trips operating on schedule (within the 0-5 minute window as compared to the scheduled time of departure)
8) information regarding preventive maintenance activity
9) vehicle load information
10) any other additional information CAPITAL METRO may elect to include or UNIVERSITY may reasonably require

B) Reports summarizing the above information shall be provided monthly to UNIVERSITY. Reports shall be made available to the President's Shuttle Bus Committee through University Parking and Transportation Services upon request. UNIVERSITY shall have complete access to such records and documentation at any and all reasonable times during the business day for the purpose of examination, and may at its own expense, cause an audit to be made of CAPITAL METRO’s records or documentation, as same pertains to service provided under this Agreement. CAPITAL METRO agrees to cooperate with the properly designated UNIVERSITY official charged with inspecting and auditing said records and documentation.

C) CAPITAL METRO understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c) of the Texas Education Code. CAPITAL METRO agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. CAPITAL METRO will include this provision in all contracts with subcontractors.

ARTICLE XII: CONFIDENTIAL INFORMATION
A) CAPITAL METRO understands that in connection with this Agreement and the performance of the UT Shuttle Services, CAPITAL METRO may have access to, may obtain or be given information concerning or relating to UNIVERSITY's students. CAPITAL METRO agrees and acknowledges that such information may be protected under the federal laws known as the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g (“FERPA”), as such may be amended from time to time together with the regulations promulgated and in effect thereunder from time to time. Any and all such information that is protected under FERPA is hereafter referred to as “Confidential Information.” Confidential Information shall include information in any and all formats and media and shall include the originals and any and all copies and derivatives of such information. For the purpose of this Agreement, CAPITAL METRO shall follow and be bound by the interpretation and application that UNIVERSITY gives to the provisions of FERPA.

B) From and after the effective date of this Agreement, CAPITAL METRO shall have the right to use, shall have access to and shall use the Confidential Information only in the performance of the UT Shuttle Services and for no other purpose whatsoever and only if and when required for that performance. CAPITAL METRO shall permit access to and the use of Confidential Information only by CAPITAL METRO employees who are assigned to participate in the performance of the UT Shuttle Service, unless otherwise authorized by UNIVERSITY by prior written direction. CAPITAL METRO acknowledges that upon receipt of Confidential Information relating to UNIVERSITY students, the re-release of such information is prohibited by FERPA.

C) All Confidential Information received by CAPITAL METRO is the property of UNIVERSITY and shall be returned to UNIVERSITY or destroyed upon completion or termination of this Agreement. CAPITAL METRO shall provide to University a document attesting to the destruction of these records within thirty (30) days of termination of Agreement.

D) CAPITAL METRO shall not, in any manner whatsoever, disclose, permit or cause use of or provide access to Confidential Information to any person or entity except as part of the performance of the UT Shuttle Services and then only with and in accordance with the prior written consent of UNIVERSITY’S representative designated for the UT Shuttle Services. CAPITAL METRO agrees to cause its employees, subcontractors and agents to be bound by the terms of this Section.

E) CAPITAL METRO’S obligations with respect to Confidential Information shall survive the expiration or the termination of the term of this Agreement and all amendments thereto.

F) CAPITAL METRO understands that UNIVERSITY does not waive any exceptions to disclosure with respect to the general public and to the extent that FERPA conflicts with state law, the federal statute prevails. CAPITAL METRO and UNIVERSITY will also comply with the Texas Public Information Act requirements.

G) CAPITAL METRO shall forward to the Custodian of Records of The University of Texas at Austin, Senior Vice President, Darrell Bazzell, at P.O. Box 8179, Austin, Texas 78173-8179 any request for disclosure of Confidential Information to a person or entity other than UNIVERSITY or its employees.

ARTICLE XIII: LEGALITY OF CONTRACT

Page 8 of 18
The operation by CAPITAL METRO under this Agreement shall be performed in compliance with all the applicable ordinances of the City of Austin, laws of the State of Texas and the laws of the United States. This Agreement shall be binding on the parties hereto, their successors and assigns. CAPITAL METRO may not assign this Agreement without prior written consent of UNIVERSITY. This Agreement shall be construed and performed in accordance with the laws of the State of Texas and any action arising hereunder shall be brought in the court of competent jurisdiction in Travis County, Texas.

ARTICLE XIV: INDEMNIFICATION AND HOLD HARMLESS

THE PARTIES AGREE THAT EACH IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

ARTICLE XV: CANCELLATION

If either party is in default under any term of this Agreement, then the non-defaulting party shall give the defaulting party written notice of such default and the defaulting party shall have ninety (90) days in which to cure such default. The failure of the defaulting party to cure any such default within ninety (90) days after written notice of same by the non-defaulting party shall give the non-defaulting party the right to terminate this Agreement immediately.

ARTICLE XVI: NOTICE

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as they appear below, but each party may change his address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in a regularly maintained receptacle for United States mail.

Whenever written notice is required by any of the provisions of this Agreement, the notice shall be given by CAPITAL METRO to:

Director, Parking and Transportation Services  
The University of Texas at Austin  
P. O. Box 7546  
Austin, Texas 78713

with a copy to:

Senior Vice President and Chief Financial Officer  
The University of Texas at Austin  
P.O. Box 8179
ARTICLE XVII: SUSPENSION

Either party may suspend this Agreement at any time because of war, declaration of a state of national emergency, acts of God or public enemy, strike, work stoppage or slow down, or other cause beyond the control of such party, by giving the other party written notice of suspension and the reason for same. UNIVERSITY shall be obligated only to pay for services actually provided under this Agreement. Payments to be made and services to be rendered under this Agreement shall not become due during a period of suspension. UNIVERSITY may secure the services herein contemplated from another source during the period in which CAPITAL METRO suspends performance under this Agreement.

ARTICLE XVIII: ENTIRE AGREEMENT

This Agreement and any attachments, exhibits or Addenda contain the entire Agreement between the parties and supersede any prior understanding or written or oral Agreements between the parties concerning the subject matter herein. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless reduced to writing and signed by authorized representatives of the parties.

ARTICLE XIX: RELATIONSHIP OF THE PARTIES

This Agreement will not be construed as creating an employer- employee relationship, a partnership, or a joint venture between the parties.

ARTICLE XX: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XXI: WAIVERS

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default
under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

ARTICLE XXII: CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION

Under this Agreement, CAPITAL METRO may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “University Records”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”). If University Records are subject to FERPA, (1) UNIVERSITY designates CAPITAL METRO as a UNIVERSITY official with a legitimate educational interest in University Records, and (2) CAPITAL METRO acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in CAPITAL METRO’s exclusion from eligibility to contract with UNIVERSITY for at least five (5) years. CAPITAL METRO represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which CAPITAL METRO protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Billey Act, and the terms of this Agreement; and (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems. At the request of UNIVERSITY, CAPITAL METRO agrees to provide UNIVERSITY with a written summary of the procedures CAPITAL METRO uses to safeguard and maintain the confidentiality of University Records.

A) Notice of Impermissible Use. If an impermissible use or disclosure of any University Records occurs, CAPITAL METRO will provide written notice to UNIVERSITY within one (1) business day after CAPITAL METRO’s discovery of that use or disclosure. CAPITAL METRO will promptly provide UNIVERSITY with all information requested by UNIVERSITY regarding the impermissible use or disclosure.

B) Return of University Records. CAPITAL METRO agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of UNIVERSITY will be (1) returned to University, with no copies retained by CAPITAL METRO; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, CAPITAL METRO will provide UNIVERSITY with written notice of CAPITAL METRO’s intent to destroy University Records. Within five (5) days after destruction, CAPITAL METRO will confirm to UNIVERSITY in writing the destruction of University Records.

C) Disclosure. If CAPITAL METRO discloses any University Records to a subcontractor or agent, CAPITAL METRO will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on CAPITAL METRO by this Section.
D) **Press Releases.** Except when defined as part of the UT Shuttle Services, neither party will not make any press releases, public statements, or advertisement referring to the UT Shuttle Services, or release any information relative to the UT Shuttle Services for publication, advertisement or any other purpose without the prior written approval of the other party.

E) **Public Information.** UNIVERSITY strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

F) **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if UNIVERSITY reasonably determines that CAPITAL METRO has breached any of the restrictions or obligations set forth in this Section, UNIVERSITY may immediately terminate this Agreement without notice or opportunity to cure.

G) **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

**ARTICLE XXIII: BINDING EFFECT**

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

**ARTICLE XXIV: RECORDS**

Records of each party’s costs, reimbursable expenses pertaining to the UT Shuttle Services and payments will be available to the other party or their authorized representatives during business hours and will be retained for four (4) years after final payment or termination of this Agreement.

**ARTICLE XXV: LIMITATION OF LIABILITY**

Except for UNIVERSITY’s obligation (if any) to pay CAPITAL METRO certain fees and expenses, neither party will have liability to the other party or to anyone claiming through or under the other party by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to CAPITAL METRO or to anyone claiming through or under CAPITAL METRO, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or The University of Texas System, or anyone claiming under University has or will have any personal liability to CAPITAL METRO or to anyone claiming through or under CAPITAL METRO by reason of the execution or performance of this Agreement.

**ARTICLE XXVI: BREACH OF CONTRACT CLAIMS**

The parties shall make every possible attempt to resolve in an amicable manner all disputes between the parties concerning the interpretation of this Agreement. UNIVERSITY shall submit written notice of a claim of breach of contract under this Agreement to CAPITAL METRO, who shall examine UNIVERSITY’s claim and any counterclaim and negotiate with UNIVERSITY in an effort to resolve the claim.
ARTICLE XXVII: UNDOCUMENTED WORKERS

The Immigration and Nationality Act (8 United States Code 1324a) (“Immigration Act”) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form (“I-9 Form”) as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, CAPITAL METRO is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. CAPITAL METRO represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

ARTICLE XXVIII: ETHICS MATTERS; NO FINANCIAL INTEREST

CAPITAL METRO and its employees, agents, representatives and subcontractors are subject to University’s Conflicts of Interest Policy available at www.utexas.edu/vp/irla/Documents/HOP%20Conflicts%20of%20Interest%20Policy%204%20A%204.pdf University’s Standards of Conduct Guide available at http://www.utexas.edu/policies/hoppm/04.A.04.html and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither CAPITAL METRO nor its employees, agents, representatives or subcontractors will assist or cause UNIVERSITY employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. CAPITAL METRO represents and warrants that no member of the Capital Metro Board of Directors has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

ARTICLE XXIX: DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTING PLAN

CAPITAL METRO will comply with USDOT 49 C.F.R. part 26 under the Disadvantaged Business Enterprise (DBE) program. CAPITAL METRO will provide UNIVERSITY documentation of any DBE subcontractors utilized under this Agreement.

ARTICLE XXX: RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK;
CRIMINAL BACKGROUND CHECKS

Each individual who is assigned to perform the UT Shuttle Services will be an employee of CAPITAL METRO or an employee of a subcontractor engaged by CAPITAL METRO. CAPITAL METRO is responsible for the performance of all individuals performing the UT Shuttle Services. Prior to commencing the UT Shuttle Services, CAPITAL METRO will have an appropriate criminal background screening performed on all the individuals assigned to perform the UT Shuttle Services. CAPITAL METRO will determine on a case-by-case basis whether each individual assigned to perform the UT Shuttle Services is
qualified to provide the services under this Agreement. CAPITAL METRO agrees not to knowingly assign any employed individual, whether employed by Capital Metro or a subcontractor engaged by CAPITAL METRO, to perform the UT Shuttle Services who has been convicted or placed on deferred adjudication for an offense that would require: (a) the individual to register as a sex offender under Chapter 62, Code of Criminal Procedure, which includes, but is not limited to, such offenses as Continuous Sexual Abuse of Young Child; Sexual Assault; Aggravated Sexual Assault; or (b) an offense under the laws of another state or federal law that is equivalent to an offense requiring such registration, unless CAPITAL METRO determines on an individualized risk based assessment that such offense is not a disqualifying offense as determined in accordance with the then applicable Capital Metro Background Investigations and Driving Requirements and Reporting Policy. CAPITAL METRO certifies that for those individual assigned to provide UT Shuttle Services, whether employed by CAPITAL METRO or a subcontractor engaged by CAPITAL METRO, have undergone an appropriate criminal background screening in accordance with CAPIAL METRO’s policies and procedures.

ARTICLE XXXI: AMENDMENTS

This Agreement may be amended only in writing by an instrument signed by an authorized representative of the parties.

ARTICLE XXXII: NO WAIVER OF IMMUNITIES

The parties are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.

ARTICLE XXXIII: CERTIFICATIONS

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

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By ___________________________________________ Date ____________________

Randy Clarke

President/CEO

THE UNIVERSITY OF TEXAS AT AUSTIN

By ___________________________________________ Date ____________________

Name and Title:  Darrell Bazzell, Senior Vice President and Chief Financial Officer
Exhibit A

INSURANCE REQUIREMENTS

CAPITAL METRO, consistent with its status as an independent contractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-: VII or better, or some similar rating, in amounts (unless otherwise specified), as UNIVERSITY may require:

Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000:

- Employers Liability - Each Accident $1,000,000
- Employers Liability - Each Employee $1,000,000
- Employers Liability - Policy Limit $1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UNIVERSITY, its directors, officers, employees, agents, successors and assigns.

UNIVERSITY agrees that CAPITAL METRO may purchase insurance through the Texas Municipal League Risk Pool.

Commercial General Liability Insurance with limits of not less than:

- Each Occurrence Limit $2,000,000
- Personal & Advertising Injury $1,000,000
- General Aggregate $4,000,000
- Sudden Events Involving Pollution $2,000,000
- Products - Completed Operations Aggregate $2,000,000

Policy shall include independent contractor’s liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor’s liability for bodily injury (including death) and property damage.

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least $1,000,000 Combined Single Limit Bodily Injury and Property Damage.

CAPITAL METRO will deliver to UNIVERSITY:

Evidence satisfactory to UNIVERSITY in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to UNIVERSITY in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance or any material change in coverage stated above, and will provide that the policies will not be canceled until after thirty (30) days’ unconditional written notice to UNIVERSITY. UNIVERSITY may terminate the contract if required insurance is not provided. CAPITAL METRO is responsible for all policy deductibles that might apply. Capital Metro’s insurance will be primary and non-contributory to any insurance or self-insurance limits available to UNIVERSITY.
The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Commercial Automobile Liability Insurance, will be kept in force until receipt of Final Payment by Contractor to UNIVERSITY and,

Workers' Compensation Insurance and Employer’s Liability Insurance will be kept in force until the Work has been fully performed and accepted by UNIVERSITY in writing.

If CAPITAL METRO is using a subcontractor to provide drivers for their buses subcontractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-:VII or better, or some similar rating, in amounts (unless otherwise specified), as UNIVERSITY may require:

Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000:

| Employers Liability - Each Accident | $1,000,000 |
| Employers Liability - Each Employee | $1,000,000 |
| Employers Liability - Policy Limit | $1,000,000 |

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UNIVERSITY, its directors, officers, employees, agents, successors and assigns.

Commercial General Liability Insurance with limits of not less than:

| Each Occurrence Limit | $1,000,000 |
| Damage to Rented Premises | $50,000 |
| Medical Expenses (any one person) | $50,000 |
| Personal & Advertising Injury | $1,000,000 |
| General Aggregate | $5,000,000 |
| Products - Completed Operations Aggregate | $1,000,000 |

Policy shall include independent contractor’s liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Subcontractor’s liability for bodily injury (including death) and property damage. Policy shall include Personal Injury Liability extended to claims arising from employees of subcontractors.

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least $5,000,000 Combined Single Limit Bodily Injury and Property Damage. In its sole discretion, UNIVERSITY may accept, in satisfaction of all automobile liability insurance requirements under this Agreement, a liability coverage document issued to CAPITAL METRO through the Texas Municipal League Risk Pool providing $5,000,000 automobile liability to any subcontractor and its employees, including but not limited to all operators or drivers performing services under this Agreement, as covered parties in the operation of the revenue vehicles. CAPITAL METRO will make all necessary contracts, indemnities, endorsements, and warranties as may be required to establish the University of Texas, and the operators and drivers of the revenue vehicles, including operators and drivers provided by subcontract or otherwise, as covered parties under the automobile liability coverage of the Texas Municipal League Risk Pool.
All other provision of this insurance exhibit shall apply to coverage provided through the Texas Municipal League Risk Pool, as determined applicable by the UNIVERSITY.

Subcontractor will deliver to UNIVERSITY:

Evidence satisfactory to UNIVERSITY in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to UNIVERSITY in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance or any material change in coverage stated above. Insurance policies, with the exception of Workers’ Compensation, and Employer’s Liability, will name and the evidence will reflect University, its directors, officers, employees, agents, successors and assigns as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days’ unconditional written notice to UNIVERSITY. UNIVERSITY may terminate the contract if required insurance is not provided. Subcontractor’s insurance will be primary and non-contributory to any insurance or self-insurance limits available to UNIVERSITY.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers’ Compensation Insurance and Employer’s Liability Insurance will be kept in force until the Work has been fully performed and accepted by UNIVERSITY in writing.

Verification of all insurance coverages shall be sent to:

The University of Texas at Austin
Parking and Transportation Services
ATTN: Bobby Stone
P. O. Box 7546
Austin, Texas 78713
Approval of a resolution authorizing the President & CEO, or his designee, to approve the August 2018 Service Changes described in the attached document beginning Sunday, August 19, 2018.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to approve the August 2018 Service Changes beginning Sunday, August 19, 2018.

FISCAL IMPACT:
Funding for this action is available in the FY2018 Operating Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. Customer

Strategic Objectives:
1.2 Improve system reliability and convenience
1.3 Ensure an attractive and accessible transit environment

EXPLANATION OF STRATEGIC ALIGNMENT:
Service Changes are in accordance with Capital Metro’s Service Standards. These changes are designed to meet Goals 1-4 in Capital Metro’s Strategic Plan:
1). Deliver the best possible customer experience,
2). Demonstrate Regional Leadership,
3). Demonstrate the value of public transportation in a dynamic community,
4). Continue to improve organizational practices and develop staff.

BUSINESS CASE:
These changes are intended to improve the overall customer experience of recent changes as a part of CapRemap through the minor modification of select. In addition, select services are suspended during the summer (end of school year) but will be reinstated in August to coincide with the start of the fall semester of area public and higher learning institutions. Finally, a minor route modification has been made to Route 350 to reinstate its connection to North Lamar Transit Center and direct access to other routes in the system.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full Board on July 30, 2018.

EXECUTIVE SUMMARY:
Staff presented these proposed changes to the board prior to the June 18th Public Hearing and based on feedback from the public input process is recommending the following for final approval at the July board meeting.

• CapRemap (Minor Schedule Adjustments) – To improve the revised network performance, select routes may receive minor adjustments to their schedules in order to improve on-time performance. No major routing adjustments are anticipated except for Route 350 Airport which recently reintroduced connectivity at North Lamar Transit Center.
• School Related Changes – Normal reinstatement of fall service levels for UT Shuttle, E-Bus, and select trips on mainline routes (from summer suspension). In addition, to match service levels with demand, several UT Shuttles have received minor schedule adjustments.
These changes are intended to improve the overall customer experience and are in accordance with the FY 2018 budget. These changes will have no impact on MetroAccess services.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development
WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to support the recent changes of CapRemap which were designed to provide cost-effective fixed-route transit services that respond to and build ridership demand while minimizing impacts on current riders; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to consider citizen comments and staff recommendations received during several public meetings and at the June 18, 2018 Public Hearing; and

WHEREAS, an equity analysis (required under the Federal Transit Administration’s (FTA) Title VI to ensure no disparate impact (minority) or disproportionate burden (low-income) occurs on affected populations) was not required for these minor Service Changes because they did not exceed the minimum threshold of change of more than 25% of any one service.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to implement August 2018 Service Changes described in the attached document beginning Sunday, August 19, 2018.

________________________________________  Date: July 30, 2018
Secretary of the Board
Juli Word
August 2018 Service Changes
# UT Shuttle & School Related Changes

<table>
<thead>
<tr>
<th>Concept</th>
<th>Service Levels</th>
<th>MetroAccess</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 410, 411 &amp; 412 (EBus)</td>
<td>Reinstall Service levels required for the Fall Semester</td>
<td>Weekday/Saturday</td>
</tr>
<tr>
<td>University of Texas Shuttle</td>
<td>Reinstall Service levels required for the Fall Semester</td>
<td>Weekday/Sunday</td>
</tr>
<tr>
<td>Local Bus Routes</td>
<td>Reinstall / New Service required for the Fall Semester</td>
<td>Weekday</td>
</tr>
</tbody>
</table>
Route 350 Service Adjustment

- Extend Route 350 Airport Blvd. to North Lamar Transit
- Make June 24th routing change permanent
- Connect customers to Route 383 more easily
Approval of a resolution authorizing the President & CEO, or his designee, to approve a contract with Ernst & Young, LLP for Enterprise Project Portfolio Management Integration and Implementation Services in the amount of $1,495,311.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to approve a contract with Ernst & Young, LLP for Enterprise Project Portfolio Management Integration and Implementation Services in the amount of $1,495,311.

FISCAL IMPACT:
Funding for this action is available in the FY2018 forecasted Capital Budget.

STRATEGIC PLAN:
5. Finance

Strategic Objectives:
5.1 Continue improvement of the financial systems of the agency

EXPLANATION OF STRATEGIC ALIGNMENT:
This project is designed to integrate financial data with project schedule data. The result is a system that will serve as an automated tool that will assist Capital Metro to improve financial, project and portfolio data reporting.

BUSINESS CASE:
Capital Metro currently uses manual processes to report critical data on the agency’s portfolio of Capital Improvement Projects (CIP). This procurement will provide services for the development of an automated tool that will integrate data from various sources including a project management system (Microsoft Project Online) and data from Capital Metro’s financial system (Microsoft AX) to improve processes associated with project execution and portfolio data management. In addition, the automated tool will include resource allocation functionality to assist with identifying resource availability necessary to forecast CIP and project completion.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on July 30, 2018.

EXECUTIVE SUMMARY:
In FY 2016, Capital Metro staff developed the Enterprise Project Portfolio Management Framework (EPPMF) to establish a methodology for reporting Capital Projects scope, schedule, budget milestones and greatly improving portfolio performance. The EPPMF is based on the Project Management Book of Knowledge (PMBOK) and is used by many organizations to successfully implement projects and manage portfolios.

The existing framework for individual projects currently reside in an Excel workbook format and are manually updated by project managers as needed. The workbook includes inputs of scope, schedule, budget, risk register, stakeholder registers, resource allocation, activity logs and other critical data used in the PMBOK.

In FY 2017, Capital Metro supported the implementation of the framework by providing Project...
Management training for owners of critical projects. The goal of the training was to familiarize the Project managers with the PMBOK concept and to facilitate the transition of project reporting to the EPPMF.

The objective of this procurement is to provide Capital Metro with integration services of data points (AX and Microsoft Project Online and PowerBI and SharePoint) necessary to support and automate the established framework. The automated system will assist in developing protocols for reviewing project execution and management and for Capital Metro staff to make data driven decisions. The system will also provide dashboards to assess the overall health of the portfolio as well as the health of the individual projects within the Capital Improvement Projects (CIP) portfolio. The dashboards can be used to develop robust reports for Project Managers, Finance, Executive Staff and ultimately to the Board of Directors.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: On September 14, 2017, a Request for Proposals was issued and formally advertised. By the closing date of October 23, 2017, five (5) proposals were received. The evaluation team used the following factors in the evaluation of proposals:

1. Methodology and quality technical proposal to meet project objectives.
2. The offeror’s demonstrated, relevant work experience and capabilities.
3. Solution conformance to meet Capital Metro’s needs.
4. The offeror’s demonstrated experience specifically with integrating to Microsoft Dynamics AX and customizing templates.

The proposal from Ernst & Young, LLP was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price contract. The term of the Contract is a one (1) year base with three renewable option periods of one (1) year each, for pricing offered as follows.

<table>
<thead>
<tr>
<th>Total Pricing Base Period (Year 1)</th>
<th>$1,270,311</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Pricing Option Period 1 (Year 2)</td>
<td>$75,000</td>
</tr>
<tr>
<td>Total Pricing Option Period 2 (Year 3)</td>
<td>$75,000</td>
</tr>
<tr>
<td>Total Pricing Option Period 3 (Year 4)</td>
<td>$75,000</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$1,495,311</strong></td>
</tr>
</tbody>
</table>

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2018-726)
Enterprise Project Management Integration Services

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital
Metro management endeavor to manage the Capital Improvement Projects portfolio in an
efficient manner; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital
Metro management recognize the need to improve reporting of project data.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Board of Directors that
the President & CEO, or his designee, is authorized to approve a contract with Ernst & Young,
LLP for Enterprise Project Portfolio Management Integration and Implementation Services in
an amount not to exceed $1,495,311.

________________________
Date: July 30, 2018

Secretary of the Board
Juli Word
TITLE: Capital Metro Fleet Plan
Fleet Plan

July 2018
Board of Directors Meeting
Capital Metro Fleet Plan

- Overview of Capital Metro’s rubber-tired fleet
  - Types of vehicles
  - State of good repair and fleet replacement
  - Future of Capital Metro’s fleet
  - Impacts on facility planning
Capital Metro Revenue Fleet

- Fleet composition driven by service plan, service plan constrained by fleet availability
  - Permissible spare ratio of 20%
  - FTA required life of 12 years minimum
  - It takes about a year to get a bus

- Mid-term and long-term planning is key
State of Good Repair

- Transit Asset Management Plan designates the useful life by vehicle type
  - Scheduled to be compliant at end of FY20
  - Ongoing scheduled replacements are key

Scheduled Vehicle Replacements

- Commuter Coach Replacements
- Rapid Buses - Replacements
- Paratransit Van Replacement
- Electric Buses - Transit Bus Replacements
- Transit Buses - Replacements
- Non-Revenue Vehicle Replacement

FY 2019 FY 2020 FY 2021 FY 2022 FY 2023

- Schedule Vehicle Replacements

7.1.a
Non Revenue Vehicle Fleet

- Support Vehicles
  - Security/Police
  - Public Facilities
  - Ops Oversight & Support
  - Other Departments

- Planned Reduction
  - Current: 91
  - Estimated Need: 50-60
Future of Capital Metro’s Fleet

• Near-term purchases of clean diesel buses and gasoline powered paratransit vans as new technologies emerge

• Automated Vehicles
  – Testing underway, upcoming service pilot

• Fleet Electrification
  – Electric support vehicles introduced in 2018
  – Electric bus planning
Battery Electric Buses

- Available from multiple manufacturers
  - About 400 in service nationwide, estimated 10% of 2018 US bus orders
- The two largest bus transit fleets are electrifying (LA and NYC)
- Capital costs remain higher than diesel, while operating costs expected to be lower
- Facility infrastructure costs must be considered

Battery Electric Buses at Capital Metro

• ZEBRA membership
• Electric Bus Roadmap
  – Center for Transportation and the Environment
  – August/September workshop
• Vehicle demonstrations in August/September
• Phase One Implementation Planned
  – 40 buses over 3 year period (FY22 to FY24)
  – Infrastructure is greatest “unknown” at this point
  – Grant funding or other incentives needed
Impacts on Facility Planning

• Existing facilities maxed out on capacity
• North Ops Serta Demolition
  – Includes parking to accommodate 48 electric buses, 220 total buses
  – Electric buses take more space (charging)
  – Charging infrastructure takes space
• Service growth beyond • 10% will require additional facility
Questions?
TITLE: Update on Autonomous Vehicle Pilot
TITLE: FY2019 Capital Metro Budget Proposal
Proposed Operating and Capital Budget
Fiscal Year 2019
Five-Year Capital Improvement Plan
Fiscal Years 2019 to 2023

Presented on July 30, 2018
Discussion Outline

• Budget Development Calendar
• Budget Overview
• Budget Highlights
• Capital Improvement Plan Update
FY2019 Budget Development Calendar

- Feb 7  Operating and Capital Budget kick-off meeting with departments
- Apr 13  Capital Budget requests received from departments
- Apr 27  Operating Budget requests received from departments
- May 9  Board Committees review proposed budget calendar
- Jun 25  Board of Directors initial review and discussion
  - Major operating budget assumptions
  - Service priorities and funding
  - Capital improvement plan update
- Jul 18  Budget proposal presented to Finance, Audit and Administration Committee
- Jul 26  Budget proposal presented to Operations and Planning Committee
- Jul 30  Budget proposal presented to Board of Directors
FY2019 Budget Development Calendar

• August  Board’s advisory committees review and public meetings
  – August 1 – Access Advisory Committee
  – August 8 – Customer Satisfaction Committee
  – August 13 – Report feedback to Board Committees
  – August 17 – Proposed budget document is published online
  – August 27 – Public comments at August Board meeting

• September  Public meetings across Capital Metro’s service area
  – September Meetings: Open Houses with Community Involvement
  – Webinars

• September  Report public feedback to Board Committees
  Board conducts public hearing on September 17
  – Notice of public hearing to be published 14 days before hearing

• September  Board considers adoption of Proposed Budget and
  Five-Year Capital Improvement Plan on September 28
Proposed Budget Overview

• Proposed budget is structurally sound and balanced
  – Ongoing revenue is sufficient to fund operations, service debt and to provide funds for capital needs
  – Proposed budget continues to reflect significant capital investment

• Sales Tax Growth trend is slowing down to more moderate growth
  – FY2019 budgeted growth of 3.0%

• Meets operating reserve requirements

• Bus and rail purchased transportation costs include full year service levels for Cap Remap
  – With contingency for route adjustments
Fiscal Year 2019 Highlights

- 300,000 additional service hours compared to FY2017
- Project Connect preliminary engineering
- Electric bus purchases and infrastructure construction
- Innovative mobility projects $3.5M
- Bus stop enhancements $3.6M
- Downtown Station improvements $13M net of Grants
- Additional MetroRapid stations $1.1M
- Westgate Transit Center Park & Ride $2.7M
- North Lamar Transit Center $6M
- Positive Train Control $20M net of grants
FY2019 Operating Budget Summary

- Heavily dependent on sales tax revenue and grants for annual funding
- Sales tax can be volatile and fluctuate significantly depending on the economy

- Majority of budget pays for transit services delivered by contractors
- Spending depends on hours of service and contractor rates
- Includes funding for Project Connect preliminary engineering

**FY2019 Operating Revenue**

- **Sales Tax**, $243.5m, 80%
- **Grants**, $30.1m, 10%
- **Fares**, $23.4m, 8%
- **Freight Railroad**, $4.5m, 1%
- **Other**, $3.3m, 1%

**FY2019 Expenses**

- **Personnel**, $44.0m, 16%
- **Services**, $27.2m, 10%
- **Other**, $16.2m, 6%
- **Fuel**, $12.8m, 5%
- **ILAs**, $4.6m, 2%

**FY2019 Operating Revenue**

- **$304.7 Million**
Service Levels

Vehicle Hours

<table>
<thead>
<tr>
<th></th>
<th>FY2016 Actual</th>
<th>FY2017 Actual</th>
<th>FY2018 Budget</th>
<th>FY2018 Forecast</th>
<th>FY2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Events</td>
<td>6,685</td>
<td>7,069</td>
<td>9,170</td>
<td>4,712</td>
<td>8,783</td>
</tr>
<tr>
<td>Innovative Mobility</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>7,640</td>
<td>40,824</td>
</tr>
<tr>
<td>MetroRail</td>
<td>14,749</td>
<td>14,843</td>
<td>24,601</td>
<td>20,028</td>
<td>29,065</td>
</tr>
<tr>
<td>CARTS</td>
<td>26,342</td>
<td>23,492</td>
<td>23,607</td>
<td>21,108</td>
<td>17,177</td>
</tr>
<tr>
<td>Rideshare</td>
<td>86,698</td>
<td>101,556</td>
<td>118,861</td>
<td>113,863</td>
<td>139,490</td>
</tr>
<tr>
<td>UT Shuttle</td>
<td>107,852</td>
<td>106,250</td>
<td>105,120</td>
<td>104,512</td>
<td>91,851</td>
</tr>
<tr>
<td>MetroAccess</td>
<td>469,508</td>
<td>466,098</td>
<td>480,348</td>
<td>450,867</td>
<td>478,383</td>
</tr>
<tr>
<td>MetroExpress</td>
<td>52,692</td>
<td>52,961</td>
<td>68,298</td>
<td>64,812</td>
<td>65,177</td>
</tr>
<tr>
<td>MetroRapid</td>
<td>163,014</td>
<td>168,023</td>
<td>207,021</td>
<td>208,951</td>
<td>217,750</td>
</tr>
<tr>
<td>Fixed Route</td>
<td>1,003,048</td>
<td>1,019,082</td>
<td>1,074,159</td>
<td>1,069,565</td>
<td>1,171,837</td>
</tr>
</tbody>
</table>
## Proposed 5-Year Capital Plan

### $' Million

<table>
<thead>
<tr>
<th>Project Category</th>
<th>FY2019</th>
<th>FY2020</th>
<th>FY2021</th>
<th>FY2022</th>
<th>FY2023</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus and Paratransit</td>
<td>$23.7</td>
<td>$35.2</td>
<td>$3.1</td>
<td>$26.0</td>
<td>$27.5</td>
<td>$115.4</td>
</tr>
<tr>
<td>Commuter Rail</td>
<td>22.4</td>
<td>13.0</td>
<td>.7</td>
<td>.3</td>
<td>.3</td>
<td>36.6</td>
</tr>
<tr>
<td>Facilities</td>
<td>37.3</td>
<td>23.8</td>
<td>18.2</td>
<td>6.9</td>
<td>4.9</td>
<td>91.1</td>
</tr>
<tr>
<td>Freight Railroad</td>
<td>1.9</td>
<td>1.3</td>
<td>.3</td>
<td>.3</td>
<td>.3</td>
<td>3.9</td>
</tr>
<tr>
<td>Information Technology</td>
<td>11.1</td>
<td>12.4</td>
<td>4.4</td>
<td>4.0</td>
<td>7.0</td>
<td>38.9</td>
</tr>
<tr>
<td>Other</td>
<td>2.8</td>
<td>2.6</td>
<td>2.1</td>
<td>2.0</td>
<td>2.2</td>
<td>11.8</td>
</tr>
<tr>
<td>Property and Asset Mgmt</td>
<td>2.4</td>
<td>1.8</td>
<td>1.1</td>
<td>.6</td>
<td>1.1</td>
<td>6.9</td>
</tr>
<tr>
<td>Real Estate</td>
<td>-</td>
<td>-</td>
<td>7.4</td>
<td>-</td>
<td>-</td>
<td>7.4</td>
</tr>
<tr>
<td>Strategic Planning</td>
<td>6.5</td>
<td>8.5</td>
<td>4.3</td>
<td>-</td>
<td>-</td>
<td>19.2</td>
</tr>
<tr>
<td><strong>Total Capital Projects</strong></td>
<td><strong>$108.0</strong></td>
<td><strong>$98.7</strong></td>
<td><strong>$41.4</strong></td>
<td><strong>$40.0</strong></td>
<td><strong>$43.1</strong></td>
<td><strong>$331.2</strong></td>
</tr>
</tbody>
</table>

### Funding

<table>
<thead>
<tr>
<th></th>
<th>FY2019</th>
<th>FY2020</th>
<th>FY2021</th>
<th>FY2022</th>
<th>FY2023</th>
<th>FY2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grants/Contributions</td>
<td>22.9</td>
<td>27.3</td>
<td>10.2</td>
<td>14.8</td>
<td>7.0</td>
<td>82.1</td>
</tr>
<tr>
<td>Local Funding</td>
<td>85.1</td>
<td>71.4</td>
<td>31.2</td>
<td>25.2</td>
<td>36.2</td>
<td>249.0</td>
</tr>
<tr>
<td><strong>Total Capital Projects</strong></td>
<td><strong>$108.0</strong></td>
<td><strong>$98.7</strong></td>
<td><strong>$41.4</strong></td>
<td><strong>$40.0</strong></td>
<td><strong>$43.1</strong></td>
<td><strong>$331.2</strong></td>
</tr>
</tbody>
</table>

### Project Type

<table>
<thead>
<tr>
<th></th>
<th>FY2019</th>
<th>FY2020</th>
<th>FY2021</th>
<th>FY2022</th>
<th>FY2023</th>
<th>FY2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhancement</td>
<td>43.2</td>
<td>38.7</td>
<td>31.8</td>
<td>8.7</td>
<td>7.6</td>
<td>130.0</td>
</tr>
<tr>
<td>Regulatory</td>
<td>17.7</td>
<td>9.8</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>27.4</td>
</tr>
<tr>
<td>State of Good Repair</td>
<td>47.1</td>
<td>50.2</td>
<td>9.6</td>
<td>31.2</td>
<td>35.5</td>
<td>173.7</td>
</tr>
<tr>
<td><strong>Total Capital Projects</strong></td>
<td><strong>$108.0</strong></td>
<td><strong>$98.7</strong></td>
<td><strong>$41.4</strong></td>
<td><strong>$40.0</strong></td>
<td><strong>$43.1</strong></td>
<td><strong>$331.2</strong></td>
</tr>
</tbody>
</table>

- FY2019 projections include estimated carryforward of $50.8 million from FY2018
Fund Balance and Reserves

**Projected Beginning Balance**  $171,023,900

FY2019 Projected Activity:
+ Revenue  $327,622,312
- Operating Expenses  $265,697,906
- Interlocal Agreements  $4,616,998
- Rail Car Lease Principal Payment  $740,668
- Bus Loan Principal Payment  $2,065,000
- Capital Projects  $107,983,778

= **Projected Ending Balance**  $117,541,862

**Breakdown of Commitments & Obligations**

- Statutory Operating Reserve Requirement  $44,310,600
- Budget Stabilization Reserve  $16,000,000
- Self-Insurance Reserve  $1,252,000
- Downtown Station Improvements  $13,198,419
- City of Austin Mobility Programs  $7,816,456
- Funding of FY2020 Capital Improvement Plan  $34,964,387

= **Total Commitments and Obligations**  $117,541,862
Next Steps

- Review budget proposal with Board’s advisory committees
- Publish draft budget document online
- Public meetings across Capital Metro’s service area
- Public hearing on proposed budget
- Budget updates to Board Committees
- Final Board approval scheduled for September 28
Questions/Discussion