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

~ Agenda ~

Board Liaison Ed Easton
512-369-6040

Monday, July 29, 2019  12:00 PM  Capital Metro Rosa Parks Board Room

I. Pledge of Allegiance
II. Safety Briefing
III. Recognitions
IV. Public Comment:
V. Advisory Committee Updates:
   1. Update on the Customer Satisfaction Advisory Committee (CSAC)
VI. Board Committee Updates
VII. Action Items:
   1. Resolution of Recognition for Deputy CEO/Chief Operating Officer Elaine Timbes.
   2. Approval of Minutes from the June 21, 2019 Board Meeting.
   3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with MV Transportation for contracted bus operations and maintenance services for a period of five years plus two three-year options, with a 5% contingency, in an amount not to exceed $1,405,337,529.
   4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with PFM Asset Management, LLC, for Investment Management and Financial Advisory Services for a base period of three years and two one-year option periods in an amount not to exceed $915,250.
   5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with CC West Printing for the fabrication of signage assemblies and spare parts for a contract term of five (5) years for a total contract amount not to exceed $943,080.
   6. Approval of a resolution authorizing the President & CEO, or his designee, is authorized to finalize and execute an interlocal agreement with the Capital Area Rural Transportation System (CARTS) for construction and joint operation of the Eastside Bus Plaza (EBP) and to contribute $1,500,000 in local funds to the project.
VIII. Presentations:
   1. Strategic Plan Update
   2. Project Connect Monthly Update

IX. Reports:
   1. President's Report

X. Items for Future Discussion:

XI. Adjournment

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512) 369-6040 or email ed.easton@capmetro.org if you need more information.

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

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
TITLE: Update on the Customer Satisfaction Advisory Committee (CSAC)
Customer Satisfaction Advisory Committee  
Wednesday, June 12, 2019  
607 Congress Ave, Austin, Texas 78701  
6:00 p.m. – 7:30 p.m.

Call to Order:  
Chairman David Foster, Customer Satisfaction Advisory Committee

Chairman Foster called the meeting to order at 6:06 p.m.

Introductions:

Committee members present were Betsy Greenberg, Ephraim Taylor, David Foster, BJ Taylor, David Shapiro, Michael French, Jeffery Lewis

Capital Metro staff present were Keri Butcher, Yannis Banks.

Others present were Ruven Brooks, Sarafina Fabris-Green

Public Communication  
Members of the public

Sarafina – She is working on a Senior Thesis about Project Connect.

CSAC & Project Connect Outreach  
Keri Butcher, Executive VP, Chief of Staff, Chief Counsel and External Affairs, Cap Metro

CSAC – A previous member opposed the 2014 bond. It caused some tension among CSAC members. We want to find out what are the legal parameters are. Keri – The law is really clear. Cap Metro (employees & officers) are prohibited from spending public money for or against something once it goes on the ballot. From the point of view of the law, we can’t spend any public funds. CSAC – Even if the ballot has been called it doesn’t apply to us? Keri – Correct. It can get muddy when you are talking about it as CSAC as a private citizen. The public views you as a representative of the agency. CSAC – Are board members allowed to take a position? Keri – They can’t spend taxpayer money, but they can stump for it. Cap Metro takes a conservative position on it. Once the measure gets on the ballot, we make sure that we just focus on education. CSAC – As a committee we can pass a resolution in support or against? Keri – Yes, that is something that we expect. CSAC – Let’s say we as a committee endorse it, can I go on NextDoor and say that we as CSAC endorse it? Keri – If you have questions, you’re not my client and I can’t give you legal advice, but if you have questions feel free to ask me. CSAC – So staff has been come to meetings to educate but they also advocate. How do you draw the line between the educating or advocating? Keri – Until the ballot measure is called, we are able to talk about pros & cons. Once the ballot language is drawn (Summer 2020) we will
pull back & be very clear in what we say. You can give factual information once it is on the ballot (mode, what it will pay for, etc.)

**Transit Speed and Reliability Updates**
*Caitlin D’Alton, Senior Planner*

See attached power point.

**West 5th St shared bus/bike lane**
- CSAC – How many minutes have been saved? Caitlin – In the a.m. 1 minute, in the p.m. 2 mins. It may not sound like a lot but those few minutes mean a lot to our riders & helps with them being on time to work. CSAC – What kind of variance has there been? Caitlin – A.M. 33% which is .44 mins, P.M. 84%, which is 3.8 mins. CSAC – Students, who don’t pay, are they counted in ridership total? Caitlin – They are counted. There’s a beam that counts people as they board. CSAC – Are there other areas in the city you are looking to do shared bus/bike lane? Caitlin – Not currently but it is a tool in our toolbox that we can use. CSAC – What is the lane width? Caitlin – 12ft wide with a 2ft buffer. CSAC – Where does the bike go when the bus is in the lane? Caitlin – The bus stays behind the bike unless there is a safe space to pass the bike.

**Contra-Flow Lane**
- CSAC – Do they give tickets for blocking the block currently? Caitlin – Yes they do. CSAC – A potential conflict is left turning vehicles south on to Guadalupe at MLK. Caitlin – There will be a blink out sign and other signs to help drivers to know the bus is turning. CSAC – Will the jump signal at Lavaca & MLK stay? Caitlin – No it will not. 18th and Lavaca will be a protected bike intersection. Cyclist will be diverted. CSAC – What do you mean when you say test before it opens? Caitlin – There are people who will test it to make sure it operates safely. CSAC – Does the bus size matter? Caitlin – No, all of our buses can use it.

**Metro Bike Cage Update**
*Yannis Banks, Community Engagement Coordinator*

We will be removing the fee for using MetroBike cages. CSAC – Can we get a MetroBike cage at Westgate? Yannis – I will pass that info along. CSAC - What happens when someone moves away & doesn’t notify you. What happens with the card? Yannis – They will have the card but it I think it should deactivate after a while. We will pass this thought concern along. CSAC – Is there any concern about people getting a card just to store the bike w/o ever using the service. Kerri – We have space currently so it’s not anything we have thought about, but it is something that we will monitor. CSAC – What was being done with the funds from the Bike cage? Kerri - It was a nominal amount.
Project Connect Update

Yannis Banks Community Engagement Coordinator

- CSAC – People feel like when they are giving feedback at the open houses they are going into a black hole. Kerri- All feedback will be going into the feedback dashboard that is on the website.
- CSAC – is it possible for people to go online, like to Google to type in address & find out where your house is along the route. Yannis – Not right now currently since we are still in the feedback portion of the plan. It is still a vision map at the moment. Hopefully people can look at where the lines are currently and get an understanding of where their house is.

August Meeting

- Possible August Meeting topics
  - Fleet Purchases (August)
  - Remix demonstration (Planning)
  - August service change –
  - PC – Jackie or someone to demonstrate the feedback tool & discuss the feedback
  - Autonomous vehicles. – Ask Dave Couch who is good for this.
    - Presentation on how they theoretically work

Approval of May 2019 Minutes

- Jeffery motion to accept
- Ephraim second.

Michael abstain from voting

Adjourn 7:37
Resolution of Recognition for Deputy CEO/Chief Operating Officer Elaine Timbes.
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS RESOLUTION (ID # AI-2019-1080)
Resolution of Recognition for Deputy CEO/Chief Operating Officer Elaine Timbes

WHEREAS, Elaine Timbes has dedicated more than 30 years of her career to Capital Metro, throughout which her natural talent, intelligence and drive benefited every aspect of our business;

WHEREAS, Elaine’s leadership brought to life many of the projects that have had the most significant impact on Capital Metro and the region, including the opening of MetroRail and MetroRapid, and the recent implementation of Cap Remap;

WHEREAS, Elaine’s commitment to operational excellence and customer service has resulted in an endless list of initiatives and improvements that ensure the customer experience is the focus of the agency;

WHEREAS, throughout her career, Elaine has been an unwavering champion and advocate for all members of the Capital Metro family; and

WHEREAS, Elaine’s leadership and institutional knowledge has helped shape the agency and make it what it is today;

NOW THEREFORE BE IT RESOLVED, that the Capital Metro Board of Directors honors Elaine Timbes on her retirement and thanks her for the dedication and service she’s devoted to Capital Metro and the Central Texas region.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
Approval of Minutes from the June 21, 2019 Board Meeting.

Approval of Minutes from the June 21, 2019 Board Meeting.
I. Pledge of Allegiance

II. Safety Briefing

Safety Program Manager Paul Phalen gave the monthly briefing. This month's briefing focused on Independence Day safety tips.

III. Recognition

Vice President of Bus Operations and Maintenance Dottie Watkins recognized winners and participants in the local, state, and national-level bus and paratransit roadeos.

IV. Public Comment:

Silver White Mountain, citizen, commented on downtown pedestrian safety and feels the too often Capital Metro drivers are blocking the box. She gave examples of other bad behaviors and poor customer service from bus operators. She also relayed a bad experience she had with Capital Metro customer service not knowing about the date and time of board meetings.

Amruta Sakalker from the Center for Transportation, Equity, Decisions and Dollars (CTEDD) gave the board an overview of the Texas Building Better Boards initiative. This program works to do continuing education and networking for transit board members throughout Texas. She previewed the TX-BBB board member's "Boot Camp" which will take place at UT-Arlington in September and encouraged the board to get involved and attend.

Anthony Walker of the East Austin Coalition addressed the board and made comments on the last rail bond referendum. Mr. Walker feels that the citizens of Austin voted the referendum down as retaliation against Capital Metro's broken promises around the MetroRail line. He also commented on the perceived differences between the two bus service providers -- MV and RATP-Dev -- and urged the board to make the right decision on the upcoming procurement.

V. Advisory Committee Updates:

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

CSAC Chair David Foster presented the report. Mr. Foster started his report by complimenting Anthony Walker, who had spoken earlier, as being an excellent bus operator.

This month CSAC heard updates on the upcoming Contracted Bus Operations and Maintenance contract award; a preview of the proposed FY2020 budget; an update on Project Connect; and an update on the upcoming update to the Capital Metro app.

David also relayed that CSAC members are looking for guidance from the agency on whether there are limits to the advocacy that they can do in support of Project Connect.

2. Update on the Access Advisory Committee (AAC)
Access Chair Chris Prentice gave the report.

The committee met on June 5th. They heard their monthly MetroAccess statistical report; an update on new innovation zones and pilot programs; a preview of the proposed FY2020 budget; and an update on the upcoming Contracted Bus Operations and Maintenance contract award. The committee also approved minutes from their previous meeting, and decided to not hold a meeting in July.

VI. Board Committee Updates:

1. Operations, Planning and Safety Committee
   No committee meeting was held this month, so no report was given.

2. Finance, Audit and Administration Committee
   No committee meeting was held this month, so no report was given.

3. CAMPO update
   Board member Mitchell was absent from the meeting, so no report was given.

VII. Action Items:

1. Approval of minutes from the May 24, 2019 Board Meeting.

   RESULT: ADOPTED [5 TO 0]
   MOVER: Jeffrey Travillion, Board Member
   SECONDER: Ann Kitchen, Board Member
   AYES: Garza, Kitchen, Jonse, Renteria, Travillion
   ABSTAIN: Stratton
   ABSENT: Mitchell, Cooper

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with UNUM for basic life and AD&D insurance, long-term and short-term disability insurance; and FMLA administration paid by Capital Metro, and voluntary life and long term buy-up disability insurance paid by employees, for a base period of eighteen (18) months with one option for an additional twelve (12) month period in an amount not to exceed $1,136,905.

   Executive Vice President of Administration Donna Simmons presented this item.

   Donna gave a brief overview of the contract and both the Capital Metro and Employee-paid benefits and costs. This contract also includes administration of Capital Metro's Family and Medical Leave Act (FMLA) program.

   After a question from Board member Kitchen, Donna explained that this contract provides the same insurance that we have now, with the only exception being that short-term disability insurance was once an employee-elected benefit but will now be a Capital Metro-provided benefit.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jeffrey Travillion, Board Member
SECONDER: Eric Stratton, Board Member
AYES: Garza, Kitchen, Jonse, Renteria, Travillion, Stratton
ABSENT: Mitchell, Cooper

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with SpawGlass for the installation and construction of safety and security enhancements not to exceed $282,000.

Director of Security Darryl Jamail presented this item.

This project would make the perimeter of Capital Metro's bus yard more secure, an identified need after a third-party threat assessment was performed in 2016. Capital Metro applied for and was awarded a grant for this work through the Transit Security Grant Program. No matching funds are required.

Board member Travillion asked about the lack of an SBE goal on this contract. Darryl explained that as a Homeland Security-funded grant that was not required, however the proposed contract will be making a good faith effort and using an SBE electrical contractor.

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

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with ASD Consultants for improvements and repairs at Plaza Saltillo in an amount not to exceed $329,600.

Project Manager Julie Barr presented this item.

Julie gave a board a brief history of Capital Metro's involvement with Plaza Saltillo and ran through some of the current uses of the site. She also gave highlights of the proposed project.

Board member Renteria queried Julie about the renovation of the plaza's fountain.

Board member Travillion asked about cultural issues around the site. He is interested in discussions about some of these issues, but understands that this contract is only for renovation. President Clarke commented that getting the plaza in good shape is a logical first step, and then we can begin to address the community activation piece.

Board member Renteria asked about efforts to provide more shade for the plaza to provide relief from the heat.

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

VIII. Presentations:
1. Contracted Bus Operations and Maintenance Services Update

Vice President of Bus Operations and Maintenance Dottie Watkins gave the presentation.

Dottie ran through the background and a brief history of our two bus operations and maintenance contracts. She also discussed the current procurement and status. Currently we are evaluating the final proposals in order to make a recommendation to the board in July. We also have fully engaged with post-award planning.

Board member Stratton asked Dottie if she could discuss the communication process to employees and asked about 3rd-party support for the vehicle transition process.

2. Fare Strategy Update

CFO Reinet Marneweck gave the presentation.

Reinet ran through the vision and goals for a new fare collection system that should allow the agency to expand the options for our fare programs and processes. She then gave updates on the two current initiatives -- the CapMetro Mobile App, and Ticket Vending Machine replacement -- and reported that we are also in the process of working with a fare consultant to evaluate our current systems and benchmarking against other transit agencies across the country. She then previewed some of the upcoming milestones as the agency moves forward with the program.

3. Review and Discussion FY2020 Budget Assumptions

CFO Reinet Marneweck gave the presentation.

Reinet ran through the key assumptions that were used to develop the Proposed FY2020 Budget, which will come before the board for approval in September. There are indicators that the overall economy may be slowing so recent sales tax revenues may not be sustainable. We are budgeting based on a 3% growth in sales tax this year. Reinet also ran through some of the major operating cost drivers of the budget, including the upcoming bus operations contract, and highlights from the proposed capital budget.

4. Project Connect Update - June

Project Connect Program Officer Dave Couch gave the presentation.

Dave gave updates on Project Connect recent initiatives and outreach. We continue to do outreach and gather community input at community meetings, and are in the process of getting the environmental and preliminary engineering contract for the BRT Light lines in place. Dave also presented an updated schedule and the steps to be taken as the project moves forward toward the selection of a Locally Preferred Alternative in March, 2020.

Dave then presented several slides with examples of generic right of way configurations that included both above and below ground transitways. To end the presentation he also summarized the overall Project Connect design priorities.

Board member Stratton asked about how and when alternatives for various segments - and their costs - might be presented to the community. President Clarke commented that while we will be getting input on individual areas and pieces, our goal is to build an overall system that works as such. He also referred back to Dave’s summary slide and the importance of not focusing solely on mode when planning an effective system.

5. Disadvantaged Business Enterprise Update and Triennial Goal

Executive Vice President and Chief Counsel Kerri Butcher gave the presentation.

Kerri presented an update on where the agency is on the achievement of our current Disadvantaged Business Enterprise (DBE) goal and the setting of our triennial goal for the next three years for this program. As a federally-funded agency, the Federal Transit Administration measures progress and
achievement towards these goals. These goals apply only to contracts that involve federal funds. We are currently achieving our 17% goal.

Board member Travillion asked if it were possible to disaggregate some of the overall goal numbers. Kerri said she did not have those figures at hand today, but would provide them to the board.

Kerri then gave an overview of the process for setting the triennial goal. Based on this methodology our goal for FY2020-2022 will be 19%.

Board member Garza then asked if the board might want to consider a policy for DBE goals for non-federally funded projects. Board member Stratton asked about state policies for utilizing these types of vendors and setting these types of goals. Board member Kitchen commented in support of such a policy. Kerri responded that staff would look at presenting the board with some options to consider for such a policy.

**IX. Reports:**

1. President’s Report

President Clarke presented his monthly report. This month’s report included a ridealong with Mayor Jonse on the new Manor Pickup Service; the recent Juneteenth Parade; a video highlighting the new Westgate Transit Center opening; a program to provide more frequency and a discounted entrance pass to customers who ride transit to Zilker Park; Staff Attorney Ayeola Williams’ election as the President of the Austin Black Lawyers Association; and a mention of encouraging ridership news.

**X. Items for Future Discussion:**

**XI. Adjournment**

**ADA Compliance**

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

FISCAL IMPACT:
Funding for this action is included in the proposed FY2020 Operating Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Customer Experience,
2. Engaged Workforce,
3. Sustainability,

Strategic Objectives:
1.1 On-Time Performance, 1.2 Ridership, 1.3 Net Promoter Score /Customer Satisfaction, 1.4 Injury Rate, 2.1 Staff Engagement, 2.2 Staff Satisfaction, 3.1 Operating Cost/Revenue Hour, 3.7 Adherence to Safety Management Systems

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

BUSINESS CASE:
In compliance with state law, Capital Metro has competitively procured the services of a private firm to operate bus services.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on July 29, 2019.

EXECUTIVE SUMMARY:
Background
The 82nd Texas Legislature passed Senate Bill 650 in 2011, which requires that all transit services provided by Capital Metro either be operated by direct employees of the Authority or operated by private contractors after a competitive procurement. Accordingly, Capital Metro’s bus services have been fully operated by contracted service providers since August 2012.
The current contract for bus services at 9315 McNeil Road (North Ops) with MV Transportation is set to expire on January 4, 2020. Option years remain available on that contract through September 30, 2024. The current contract for bus services at 2910 E. Fifth Street (East Fifth Ops) is set to expire on January 4, 2020. No further options are available on that contract.

Overview

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

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

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

The key responsibilities of this contract include operation of bus service, vehicle maintenance, radio and run dispatching, street supervision, the ongoing routine and preventive maintenance of the facility buildings, equipment and all management and administration needed to support these efforts. Unless explicitly detailed as a Capital Metro responsibility, the service provider is responsible for providing all other equipment, parts, supplies, computer software and hardware, personnel and management services necessary to operate a high-quality public transportation service. This contract also positions Capital Metro to engage the support of the service provider in implementing future innovative initiatives at Capital Metro, such as battery electric buses.

Process Overview

The process undertaken to select a firm for a contract of this nature is extensive. The process began in January 2018 with development of the scope of services required. In June and July 2018, Capital Metro completed an Expression of Interest process in which interested firms had the opportunity to provide feedback on the draft scope of services document.

The formal procurement process launched with the issuance of the solicitation in December 2018 and a pre-proposal conference in early January 2019. After several rounds of written questions and answers, initial proposals were received in February 2019.
Site visits were conducted for each firm proposing. At these visits, Capital Metro staff met with staff at peer agencies to gain an understanding of how each firm performed on contracts of a similar size and scope.

In April and May 2019, two full days of oral interviews were held with each firm. The first day of oral interviews focused on the technical proposal while the second day focused on the price proposal. Following oral interviews, each firm was sent a detailed set of questions along with a request to submit a final proposal revision.

Final proposals were received in June 2019 and a final technical evaluation was completed, considering information gleaned throughout the entire process. This technical evaluation narrowed the field to two firms, RATP Dev and MV Transportation, both of which received the same technical rating by the evaluation team. Once technical ratings were established, the team selected a recommended firm. The recommended firm was selected based on a combination of technical and price combined and has been determined to provide the best value for Capital Metro.

**Recommended Firm**

The recommended firm is MV Transportation. The MV proposal includes the following elements:

- **Experienced Management Team**
  - Ron Barnes, General Manager and Vice President Operations, has more than 30 years of experience leading large public and private urban multi-modal transit operations with successes in building and growing high performance teams and exceeding performance standards.
  - The team of 10 managers slated to lead this effort have a combined total experience of over 160 years.

- **Commitment to a smooth transition and collaborative relationship with Labor**

- **Commitment to an excellent customer experience**
  - Creating a strong safety culture, including a data-driven approach to safety and use of an inertia-based camera system as a coaching tool
  - Better service reliability through data analytics, including deployment of a machine learning platform using Power BI and creation of a cross-functional data analysis team

**Price Analysis**

Linda Cherrington of the Texas A&M Transportation Institute (TTI) supported Capital Metro staff in analyzing the proposed pricing of all firms. This analysis demonstrated that the price provided by MV Transportation offers a fair and reasonable price to Capital Metro and funding adequate to fulfill the terms of the contract.
DBE PARTICIPATION: The DBE goal is 5% that applies only to the non-labor portion of this contract. The total amount of the non-labor portion in MV Transportation Inc’s proposal for the base period of this contract is $78,373,102. The contractor will exceed the goal utilizing the following DBE subcontractors.

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<tr>
<th>DBE Subcontractors</th>
<th>Race/Gender</th>
<th>Services/Products</th>
<th>DBE Responsive % / $</th>
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<tr>
<td>Bubblez &amp; Sudz</td>
<td>Black American</td>
<td>Bus Cleaning / Detailing Services</td>
<td>3.10% / $2,429,566</td>
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<td>BMR Janitorial &amp; Pressure Washing</td>
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<td>Supply Service Island Fueling and Washing</td>
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<tr>
<td>JCM &amp; Associates, Inc. Commerce, CA</td>
<td>Hispanic American</td>
<td>Uniform Supplier</td>
<td>1.10% / $862,104</td>
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<td></td>
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<td>Hispanic American</td>
<td>Vehicle Dealer</td>
<td>1.10% / $862,104</td>
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<td>Male</td>
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<td></td>
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<td><strong>10.50% / $8,229,175</strong></td>
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PROCUREMENT: On December 13, 2018, a Request for Proposals was issued and formally advertised. By the closing date of February 19, 2019, four proposals were received. The following technical evaluation factors were used to evaluate and score the proposals. Price was evaluated by a pricing team that was separate from the technical evaluation team, and which included price analysis from Texas A&M Transportation Institute to determine price fair and reasonableness. Each firm’s proposal was ranked using the following five (5) evaluation factors:

1) Management Competence and Staffing Plan  
2) Quality of Vehicle, Building and Facilities Maintenance Program  
3) Quality of Service Delivery, Safety and Performance Monitoring  
4) Quality of Training Approach and Mobilization  
5) Capability, Experience and Past Performance of the Firm

The proposal from MV Transportation was determined to be the best value to the Authority, price and other factors considered. Linda Cherrington of the Texas A&M Transportation Institute (TTI) supported Capital Metro staff in analyzing the proposed pricing of all firms. This analysis demonstrated that the price provided by MV Transportation offers a fair and reasonable price. The contract is a fixed price contract. The term of the Contract is a five (5) year base with two renewable options periods of
three (3) years each, for pricing offered as follows. Service anticipated to commence on January 5, 2020.

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<tr>
<td>Total Pricing Base Period (Years 1-5)</td>
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<td>Total Pricing Option Period 1 (Years 6-8)</td>
<td>$372,530,598</td>
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<td>Total Pricing Option Period 2 (Years 9-11)</td>
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<td><strong>Sub Total</strong></td>
<td><strong>$1,338,416,694</strong></td>
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<td>5% Contingency</td>
<td>$66,920,835</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$1,405,337,529</strong></td>
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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-2019-1016)
Contracted Bus Operations and Maintenance Services

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

WHEREAS, Texas statute requires that transit services provided by Capital Metro either be operated by direct employees of the Authority or operated by private contractors after a competitive procurement process which was undertaken over the course of the last eighteen months;

WHEREAS, Capital Metro recognized through this process that there were efficiencies to be gained through combining all of its bus service under a single contract that would be beneficial to customers, transit service provider employees and the Authority;

WHEREAS, through a competitive procurement process and a thorough evaluation of the technical and financial capabilities of the proposers, MV Transportation was determined to be the firm that offers the best value to Capital Metro in providing these services; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management are confident that MV Transportation is committed to serving the residents of the Capital Metro service area and to a smooth transition of services in January 2020.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or his designee, to finalize and execute a contract with MV Transportation for contracted bus operations and maintenance services for a period of five years plus two three-year options, with a 5% contingency, in an amount not to exceed $1,405,337,529.
Contracted Bus Operations and Maintenance Services
Overview

• Background
• Procurement process overview
• Proposers
• Evaluation Process
• Recommended firm
Background

• Contracted Bus Operations and Maintenance Services
• Key mechanism for delivering our mission
• Process updates presented to board and stakeholders in May and June
Background

• Currently two contracts
  • East Fifth operated by RATP Dev
  • North Ops operated by MV Transportation

• Solicitation allows for opportunity to have one contract for both garages
  • Combination expected to improve customer experience while leveraging economies of scale
  • Combination provides more flexibility and opportunity for employees
  • Proposals demonstrated value of awarding single contract for both garages
## Procurement Process Overview

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Evaluation Factors

Technical
• Management Competence and Staffing
• Quality of Vehicle, Building and Facilities Maintenance Program
• Quality of Service Delivery, Safety and Performance Monitoring
• Quality of Training Approach and Mobilization
• Capability, Experience and Past Performance of the Firm

Price
• Evaluated by a separate team

Attachment: CBOMS Presentation Board (4421: Contracted Bus Operations and Maintenance Contract)
Proposals Received

First Transit
- Parent Company, First Group, is headquartered in Aberdeen, UK
- North American headquarters in Cincinnati, OH

MV
- American-based company, headquartered in Dallas, TX
- Contracts in the US and Canada

RATP Dev
- Headquartered in Paris, France
- North American headquarters in Fort Worth, TX

Transdev
- Headquartered in Paris, France
- North American headquarters in Lombard, IL
Site Visits, Oral Interviews, FPR Requests

- RATP Dev – Tucson, AZ
- Transdev – Foothill, CA
- MV – Los Angeles DOT
- First Transit – Phoenix, AZ

Site Visits by Rafael Villarreal, Andrew Murphy and Tracee Metterle
Evaluation Results

Following initial proposals, site visits, oral interviews and final proposal revisions, narrowed to two firms:
Recommended Firm – MV Transportation

• Experienced Management Team
  • Ron Barnes, General Manager and Vice President Operations
    • 30+ years of experience leading large public and private urban multi-modal transit operations
    • Currently GM at North County Transit District in Oceanside, CA for MV
    • Deputy Administrator/Chief Operations Officer, Maryland Transit Authority (Baltimore, MD) from 2014 to 2015
    • Deputy Director, Miami-Dade Transit (Miami, FL) from 2004 to 2006
    • President and CEO, Central Ohio Transit Authority (Columbus, OH) from 1998 to 2004
    • Deputy General Manager, Greater Cleveland Regional Transit Authority (Cleveland, OH) from 1989 to 1998
    • Additionally, several consulting and corporate transit management roles
  • Management team of 10 people with over 160 years combined experience
Recommended Firm – MV Transportation

- Commitment to smooth transition and collaborative relationship with ATU
  - Advanced coordination with ATU
    - Defer to ATU to define how seniority is combined
  - Combined workforce under one labor agreement with wage and benefit parity
    - Assumes East Fifth agreement as baseline for wages and benefits
    - Meets requirement of job guarantee at same or higher wage and benefit levels for all bargaining unit employees
  - All subcontractors paid at or above $15/hr living wage
  - Dedicated Transition Manager (in addition to local team)
Recommended Firm – MV Transportation

- Commitment to continuous improvement of the customer experience through data-driven decision making
  - Focus on creating a strong safety culture, including a data-driven approach to safety and use of an inertia-based camera system as a coaching tool
Recommended Firm – MV Transportation

• Commitment to continuous improvement of the customer experience through data-driven decision making (continued)

• Better fleet and service reliability through advanced data analytics
  • Deployment of a machine learning platform using Power BI
  • Cross-functional data analysis team
Recommended Firm – MV Transportation

Robust corporate support

- Operations
- Vehicle Maintenance
- Safety/Risk
- Labor Relations
- Human Resources
- Finance

Corporate drumbeat of performance monitoring
DBE

- DBE applies only to the non-labor portion of this contract
  - MV’s proposed non-labor portion of base period: $78,373,102

- DBE Goal of 5%
  - Minimum utilization: $3,918,655

- MV Proposal achieves 10.50%
  - Utilization of $8,229,175
<table>
<thead>
<tr>
<th>DBE Subcontractors</th>
<th>Race/Gender</th>
<th>Services/Products</th>
<th>DBE Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bubbles &amp; Sudz, Austin, TX</td>
<td>Black American Female</td>
<td>Bus Cleaning / Detailing Services</td>
<td>3.10% / $2,429,566</td>
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<tr>
<td>BMR Janitorial &amp; Pressure Washing Service, LLC, Dallas, TX</td>
<td>Black American Male</td>
<td>Supply Service Island Fueling and Washing</td>
<td>5.20% / $4,075,401</td>
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<tr>
<td>JCM &amp; Associates, Inc., Commerce, CA</td>
<td>Hispanic American Male</td>
<td>Uniform Supplier</td>
<td>1.10% / $862,104</td>
</tr>
<tr>
<td>SVI, Inc., Henderson, NV</td>
<td>Hispanic American Male</td>
<td>Vehicle Dealer</td>
<td>1.10% / $862,104</td>
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<td><strong>10.50% / $8,229,175</strong></td>
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</tbody>
</table>
Price Analysis

- Third Party Cost and Price Analysis
  - Linda Cherrington, Texas A&M Transportation Institute

- Supported price evaluation team and provided independent analysis of each price proposal.

- Analyzed and validated our independent cost estimate
Price

• Assumes wage and benefit parity between garages

• Operational Synergies
  • More efficient use of maintenance spaces (e.g. paint/body, parts. Etc.)
  • More efficient deployment of field supervision and dispatchers

• Administrative Synergies
  • Shared HR
  • Shared Finance
## Price

<table>
<thead>
<tr>
<th></th>
<th>Independent Cost Estimate (in $ Millions)</th>
<th>MV Final Proposal (in $ Millions)</th>
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<tr>
<td><strong>Base Period</strong></td>
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<tr>
<td>(NTP through 12/31/2024)</td>
<td>579.5</td>
<td>575.1</td>
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<td><strong>Option Period 1</strong></td>
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<td>(1/1/2025 - 12/30/2027)</td>
<td>379.6</td>
<td>372.5</td>
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<td><strong>Option Period 2</strong></td>
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<tr>
<td>(1/1/2028 - 12/30/2030)</td>
<td>410.2</td>
<td>390.8</td>
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<td><strong>GRAND TOTAL</strong></td>
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<tr>
<td>(Base + Option Periods)</td>
<td>1,369.3</td>
<td>1,338.4</td>
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<td><strong>5% Contingency</strong></td>
<td>68.5</td>
<td>66.9</td>
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<td><strong>Recommended Board Award</strong></td>
<td>1,437.7</td>
<td>1,405.3</td>
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- Less than 1% difference in base period
Next Steps

• Board Award anticipated July 29, 2019
• Communication is key! Capital Metro is committed to keeping all employees informed of this process
  • Internal communications planned for July 15
  • Staff Open Houses targeted for week of August 5 to introduce MV Staff
• Mobilization August through December
• Contract start date: January 5, 2020
THANK YOU!
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with PFM Asset Management, LLC, for Investment Management and Financial Advisory Services for a base period of three years and two one-year option periods in an amount not to exceed $915,250.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with PFM Asset Management, LLC, for Investment Management and Financial Advisory Services for a base period of three years and two one-year option periods in an amount not to exceed $915,250.

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

STRATEGIC PLAN:
Strategic Goal Alignment:
3. Sustainability

Strategic Objectives:
3.4 Financial Diversity

EXPLANATION OF STRATEGIC ALIGNMENT:
Support through a qualified investment management firm provides opportunities to optimize returns on invested funds, providing additional funds for anticipated capital and operating projects.

BUSINESS CASE:
A qualified, experienced investment management firm provides management, investment advice, and administrative functions. Such a firm has resources and experience to stay current with all regulations and requirements, including Arbitrage, Texas Public Funds Investment Act, and Capital Metro’s Investment Policy.

Financial Advisory services will be provided by the firm on an as needed basis to advise on long-term financing options, and can suggest strategies for use of funds provided by various financial instruments.

COMMITTEE RECOMMENDATION:
This item will be presented to the full board on July 29, 2019

EXECUTIVE SUMMARY:
The proposed contract with PFM Asset Management, LLC, for Investment Management and Financial Advisory Services is for a base period of three years and two one-year option periods in an amount not to exceed $915,250. The services to be provided under the contract include investment management services for execution of purchases and sales of securities in accordance with laws of the State of Texas and Capital Metro’s Investment Policy, advisory services with respect to the overall investment policy, quarterly investment reports and quarterly presentations to the Investment Committee.
Services will also include municipal advisory services on an as needed basis to assist with strategies for use of financing instruments, including bond sales, debt instruments, grant opportunities and other funding options.

SBE PARTICIPATION:
No SBE goal is assigned to this solicitation because there is no scope for subcontracting. However, a market analysis was conducted on the relevant work area (NAICS Code): financial investment advice services (523930). It resulted a low availability of certified SBE firms.

PROCUREMENT: On April 30, 2019, a Request for Proposals was issued and formally advertised. By the closing date May 23, 2019, one proposal was received. The evaluation team used the following factors in the proposal evaluation:

1. The offeror’s proposed plan for the performance of the work and the technical approach proposed by the offeror.
2. Capabilities of the proposed project personnel on projects of a similar size, scope, complexity and nature.
3. The offeror’s demonstrated technical background, past performance and relevant work experience on projects of a similar size, scope, complexity and nature.

The proposal from PFM Asset Management, LLC, was determined to be the best value to the Authority, price and other factors considered. The contract is a hybrid fixed price contract. The term of the Contract is a base period of three years and two one-year option periods, for pricing offered as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
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<tbody>
<tr>
<td>Base Period (Years 1 - 3)</td>
<td>$597,750</td>
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<tr>
<td>Option Periods (Years 4 - 5)</td>
<td>$317,500</td>
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<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$915,250</strong></td>
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RESPONSIBLE DEPARTMENT: Finance
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1056)
Investment Advisory Services Contract

WHEREAS, the Capital Metro Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need for continuation of investment and financial advisory services.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with PFM Asset Management, LLC, for Investment Management and Financial Advisory Services for a base period of three years and two one-year option periods in an amount not to exceed $915,250.

________________________
Date: ____________________

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

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

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Customer Experience, 4. Valued Community Partner

Strategic Objectives:
1.2 Ridership, 1.4 Customer Satisfaction, 4.1 Brand Reputation, 4.2 All Transit
Performance Score

EXPLANATION OF STRATEGIC ALIGNMENT:
Replacing existing outdated bus stop signs at various locations across the service area
will ensure appropriate and consistent customer information at all bus stops.

BUSINESS CASE:
This project will complete the process for replacing outdated bus stop signs with new
neighborhood style signs throughout the service area. The funding for this project is
included in the FY2019 capital budget and in the Five-Year Capital Improvement Plan.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the Board of Directors at the July 29, 2019
Meeting.

EXECUTIVE SUMMARY:
This contract will complete the process for replacing outdated bus stop signs with new
neighborhood bus stop style signs throughout the service area. The agency has
completed the replacement of old signs at 1675 bus stop locations. This project will
complete the remaining 700 locations, plus provide additional signs and spare parts to
support future service changes for four additional years. This assures that all bus stops
display consistent customer information in compliance with accessibility requirements.
SBE PARTICIPATION:
No SBE goal is assigned to this procurement due to limited subcontracting opportunities. A market analysis was conducted on the relevant work areas (NAICS Codes): printing material suppliers (423840) and steel merchant wholesalers (423510). It resulted a low availability of certified SBE firms. However, the prime contractor is in process of applying for an SBE certification and Capital Metro is working with the prime contractor on a commitment to include small businesses for supplying materials.

PROCUREMENT: On June 4th, 2019 an Invitation for Bids was issued on PlanetBids after review and approval from the Contracts Administrator, Project Manager, Procurement Manager, Procurement Director and Deputy Counsel. It was formally advertised in the Austin American-Statesman on June 10 and 17, 2019. By the closing date of July 8, 2019, prior to 3:00 p.m., one (1) responsive bid was received from CC West Printing:

<table>
<thead>
<tr>
<th>Lot</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Lot 1 – Base Quantities</td>
<td>$609,975</td>
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<td>Lot 2 – Optional Quantities</td>
<td>$111,995</td>
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<td>Lot 3 – Optional Quantities</td>
<td>$97,220</td>
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<td>Lot 4 – Optional Quantities</td>
<td>$61,945</td>
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<tr>
<td>Lot 5 – Optional Quantities</td>
<td>$61,945</td>
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<tr>
<td><strong>Grand Total Amount</strong></td>
<td><strong>$943,080</strong></td>
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CC West Printing was deemed to be a responsive, responsible bidder and submitted all the required documents with their bid, which was received prior to the established date and time for the receipt of bids. Customer references were checked and revealed a positive performance record. A financial analysis was conducted revealing no financial concerns reflecting that the firm has the adequate financial resources and capacity to conduct the work. CC West Printing is not debarred on the Federal or State Debarred vendor lists. The contract is a fixed price hybrid contract, portions of which are definite-quantity/definite-delivery and other portions are indefinite-quantity/indefinite-delivery. The term of the contract is five (5) years from the Notice to Proceed date.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1066)
Bus Stop Signage Contract

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and
Capital Metro management recognize the need to complete the process for providing
consistent information to customers in compliance with accessibility requirements at all
bus stops.

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 CC West Printing for the fabrication of signage
assemblies and spare parts for a contract term of five (5) years for a total contract
amount not to exceed $943,080.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
Bus Stop Signage

Contract for completion of bus stop signage replacement program
Bus Stop Signage

Existing Outdated Signs

New Neighborhood Signs

Combined Sign: 5 or more Routes

Single Flag: 4 or fewer Routes
Bus Stop Signage

New Signage Benefits

• Provide clear, consistent information to improve customer experience
  • including braille signage
• Sign assembly includes routes and transit user information
• Project completes installation of new signs at 700 remaining bus stops
• By end of 2019, all 2375 bus stops will have new, consistent signs
• Contract includes additional signs and spare parts for future service changes (four option years)
THANK YOU!
Approval of a resolution authorizing the President & CEO, or his designee, is authorized to finalize and execute an interlocal agreement with the Capital Area Rural Transportation System (CARTS) for construction and joint operation of the Eastside Bus Plaza (EBP) and to contribute $1,500,000 in local funds to the project.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, is authorized to finalize and execute an interlocal agreement with the Capital Area Rural Transportation System (CARTS) for construction and joint operation of the Eastside Bus Plaza (EBP) and to contribute $1,500,000 in local funds to the project.

FISCAL IMPACT:
Capital Metro is contributing funding to the $6,300,000 project which also includes other local and federal funding sources. Capital Metro funding for the agreement in the amount of $1,500,000 is available in the proposed FY2020 and FY2021 Capital Budgets and in the proposed five-year Capital Improvement Plan.

STRATEGIC PLAN:
Strategic Priority Alignment:
1. High Quality Customer Experience
3. Sustainability
4. Valued Community Partner

Strategic Objectives:
1.4 Customer Satisfaction
3.7. Adherence to Safety Management Systems
4.4 Organizational Partner Satisfaction.

EXPLANATION OF STRATEGIC ALIGNMENT:
The ILA builds on the partnership between Capital Metro and CARTS in providing public transportation and transit facilities in our adjoining service areas. The EBP will provide a high-quality customer experience and opportunities for our shared customers to make connections. In addition, the facility will provide a location for safe operations through layover areas and driver rest areas. The EBP is also located on the proposed Project Connect Pink Line-Crosstown.

BUSINESS CASE:
Currently, Capital Metro and CARTS jointly operate service out of Plaza Saltillo. This ILA moves CARTS service to an east Austin mobility hub and formalizes the details of our future partnership.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on July 29, 2019.

EXECUTIVE SUMMARY:
Capital Metro wishes to enter into a 40-year interlocal agreement with CARTS for shared operation of the CARTS Eastside Bus Plaza. Capital Metro is contributing $1,500,000 to the project and will operate service from the EBP. CARTS is relocating
operations from Plaza Saltillo and integrating their service with Capital Metro. Capital Metro will run three routes at the EBP. The project provides Capital Metro with three dedicated and one shared bus bay, a MetroAccess loading area, and restrooms.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1073)

Interlocal Agreement for the CARTS Eastside Bus Plaza

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to continue the partnership with the Capital Area Rural Transportation System.

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management wish to provide a high quality customer experience through improved transit facilities and operations.

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 Capital Area Rural Transportation System for construction and joint operation of the Eastside Bus Plaza and to contribute $1,500,000 in local funds to the project.

________________________
Date:

Secretary of the Board
Eric Stratton
INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CAPITAL AREA RURAL TRANSPORTATION SYSTEM
AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

This Interlocal Cooperation Agreement (this “Agreement”), dated effective as of the last signature date below (the “Effective Date”), is made and entered into by and between the Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("CARTS"), and the Capital Metropolitan Transportation Authority, a transportation authority organized under Chapter 451 of the Texas Transportation Code (“Capital Metro”). Capital Metro and CARTS are referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

1. CARTS intends to operate a bus plaza for the integration of its regional routes at the convergence of East Cesar Chavez Street and East Fifth Street adjacent to Shady Lane, as shown on the site plan attached to and incorporated in this Agreement as Exhibit “A” (“Eastside Bus Plaza” or “EBP”).

2. CARTS and Capital Metro agree that conducting certain joint operations at Eastside Bus Plaza, including facilitating transfers between each Party’s services, will benefit the general public and the Parties’ shared customers.

3. As a partner to CARTS in the operation of the Eastside Bus Plaza, Capital Metro is willing to contribute to the development of the Eastside Bus Plaza in exchange for a license from CARTS granting Capital Metro usage rights to use certain portions of the EBP for carrying out its governmental functions.

4. The Parties intend to enter into this Agreement to set forth each Party’s responsibilities with respect to the development, operation and maintenance of the Eastside Bus Plaza pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

AGREEMENT

IN CONSIDERATION OF the duties, obligations and covenants of each party to the other, and other good and valuable consideration, CARTS and Capital Metro agree as follows:

1. DESIGN AND CONSTRUCTION OF EASTSIDE BUS PLAZA.

   A. Design Elements. The EBP will primarily include the following elements (“EBP Design Elements”):

      i. an air-conditioned bus terminal building with restrooms, a waiting area, a ticketing and concession area, an operator break area, and an IT/telecommunications area which will include a wall or rack space dedicated for Capital Metro’s exclusive use for network access and making connections to equipment, as necessary (as designated on Exhibit A, the “Passenger Terminal Building”),

      ii. outside customer transfer and waiting areas,
iii. on the northside of the EBP (i) 3 dedicated bus bays for Capital Metro’s exclusive use, one of which will accommodate buses that are at least 60 feet long and two of which will accommodate buses that are at least 40 feet long; and (ii) one additional bus bay for CARTS’s and Capital Metro’s joint use, which will accommodate buses that are at least 40 feet long; and

iv. sidewalks and non-reserved parking spaces; and

v. a looped entrance drive on the west side of the EBP that will include a shared dedicated curb space for a paratransit drop off zone at which Capital Metro’s MetroAccess vehicles and CARTS vehicles may park, board and de-board customers.

B. Project Standards. The EBP will be designed, constructed, and maintained in compliance with all standards, policies and procedures, including safety guidelines, adopted by or at the direction of the Parties’ respective governing boards applicable to transit facilities and operations similar in size and scope to the EBP.

C. Design.

i. CARTS will prepare the plans and specifications for the EBP, including all EBP Design Elements, as necessary to obtain construction documents, project specifications, and project costs and advance the EBP to a “ready for construction” stage (the “Plans and Specifications”). The Parties and their respective engineers and architects will collaborate on the Plans and Specifications during the conceptual design, design development and construction/bid document (“Bid Documents”) phases of the Plans and Specifications. To facilitate the performance and progress of CARTS’s design obligations hereunder, and to raise and address any problems and issues as early as possible, CARTS and Capital Metro agree to make their design professionals and consultants reasonably available from time to time during the review process to meet and discuss the Plans and Specifications.

ii. The Plans and Specifications will include a clear, designated location for scooter and bike return that will not interfere with sidewalk pathways.

iii. Prior to the finalization of the Plans and Specifications, CARTS will submit the final Plans and Specifications to Capital Metro for Capital Metro’s review and approval, which shall not be unreasonably withheld. Within ten (10) business days of Capital Metro’s receipt of the completed Plans and Specifications comprising the Bid Documents Capital Metro will either provide written approval to CARTS or return any written comments to CARTS for review. CARTS will coordinate with Capital Metro to address such comments to the satisfaction of both Parties and, if necessary, submit to Capital Metro a revised Plans and Specifications comprising the Bid Documents that incorporates the Parties’ resolutions regarding Capital Metro’s comments for Capital Metro written approval, which Capital Metro will provide within five (5) days of receipt of the revised Plans and Specifications.

D. Permitting and Approvals.

i. CARTS will obtain all permits, licenses and approvals required for the construction of the EBP, including, without limitation, development permits, building permits and certificates of occupancy or equivalent issued by the City of Austin and any other governmental authority having jurisdiction, and Capital Metro will reasonably cooperate with CARTS in connection
therewith. CARTS will use its reasonable efforts to obtain from all such governmental authorities expedited permits, licenses and approvals and associated fee waivers.

ii. CARTS will enter into any necessary agreements with the City of Austin and TxDOT for intersection, street and signal improvements adjacent to the EBP. Prior to formalizing any such agreements, CARTS will seek input from Capital Metro and ensure that such agreements allow for the safe and efficient operations of Capital Metro’s bus services.

E. Construction. CARTS will be responsible for all costs and for the letting, procurement, and management of the construction and installation of the EBP, including the EBP Design Elements. Construction of the EBP (the “Work”) will be performed in accordance with the following:

i. All Work will be performed in a good and workmanlike manner utilizing good industry practice for the type of Work in question.

ii. All Work will be done in compliance with all applicable law.

iii. The Work will be performed by a contractor approved by CARTS.

iv. As part of the Work, CARTS will install the necessary electrical connections necessary for Capital Metro’s ticket vending machines and security cameras, which Capital Metro will install.

v. Signage will be installed at the EBP in accordance with the following:

1. Capital Metro’s name will appear on the main sign at the EBP or on a sign directly beside the main sign, either of which will be based on a design approved by both Parties.

2. Prior to completion of construction of the EBP, Capital Metro and CARTS will agree upon the nature and location of signage for their respective operations at the EBP, including informational, safety, directional, and stop signage, and plans and specifications for such will be provided by Capital Metro to CARTS for its use and reference in the 100% Construction Documents/Bid Package.

3. Per Capital Metro’s specifications and part numbers, CARTS will install at least three (3) thirty-two inch (32”) (or equivalent coverage) Luminator Technology Group (LTG) e-Paper Dynamic Message Signs (“DMS”) at the EBP. CARTS will integrate the e-Paper DMS displays with Capital Metro’s Content Management Solution to allow Capital Metro’s real-time information to be displayed. The DMS displays will also present CARTS’s schedule information or real time route information if CARTS timely provides data to Capital Metro in GTFS and GTFS-RT format. Subsequent to the installation of the initial DMS, Capital Metro may install additional DMS at Capital Metro-dedicated bus bays.

vi. CARTS’s contract with its construction contractor will include an allowance for the provision of Capital Metro’s signage, including e-Paper DMS, at least four (4) security cameras (as further described in Section 7 of this Agreement), an access control system (as further described in Section 9 of this Agreement) and the Capital Metro-recommended provision of spare units for such equipment. Such items will be installed by CART’s construction contractor in accordance with Capital Metro’s specifications. CARTS will also contract with
its construction contractor for the provision and cost of Capital Metro-defined infrastructure requirements to support the agreed-upon technology equipment to be installed at the EBP. Capital Metro will provide CARTS with the specification and associated cost estimates. CARTS will pay the costs of such allowance.

vii. The Work will be performed in a lien free, good and workmanlike manner utilizing good industry practice, be consistent with standards adopted by CARTS for other transit facilities of a similar scope and nature, and will be performed in compliance with the Plans and Specifications of the Construction/Bid Documents therefor approved by the Parties without deviation therefrom without the prior written consent of the Parties. CARTS shall pay, in full, all persons who perform labor or furnish materials on the EBP. If any liens are filed thereon, CARTS agrees to, with all reasonably deliberate speed, remove the same at CARTS’s own cost and expense, without regard to the legal enforceability of such liens, or post a bond in accordance with the bond requirements of Texas Property Code, Section 53.172.

viii. No such Work done will be commenced until all applicable approvals, licenses, permits and authorizations required by applicable law have been issued for the commencement of such Work and CARTS has ensured that all of its contractors carry insurance in accordance with requirements set forth on the Exhibit B attached and incorporated into this Agreement.

ix. CARTS has caused the contractor for the Work to obtain a payment and performance bond for the Work in the amount of the contract sum for the Work and issued by a surety.

x. CARTS will cause the contractor for the Work to warrant the Work for a minimum of one year after the completion thereof.

2. USE OF EASTSIDE BUS PLAZA.

A. **Permission for Use.** Subject to the terms of this Agreement and upon completion of the EBP, CARTS grants permission and a license to Capital Metro to use the EBP solely for the purpose of operating a bus transit service. Capital Metro’s employees, contractors and customers may utilize the EBP as follows:

i. Capital Metro’s customers may access and utilize all of the EBP Design Elements, as appropriate, with the exception of the operator break area and the IT/telecommunications area in the Passenger Terminal Building, during CARTS’s operating hours, and all of the EBP Design Elements other than the Passenger Terminal Building during Capital Metro’s operating hours that extend beyond the CARTS’s operating hours; and

ii. Capital Metro’s employees and contractors may utilize all areas of the EBP, as appropriate, except that outside of CARTS’s operating hours, the only areas within the Passenger Terminal Building that Capital Metro’s employees and contractors may access a designated bathroom, operator break room and, with respect to a limited number of Capital Metro IT employees and contractors, the IT/telecommunications area.

B. **Permitted Use.** Capital Metro’s rights to enter upon and use the EBP is limited to the use described above and extends to and includes Capital Metro’s invitees and members of the general public. Capital Metro will not use or occupy any part of the EBP for any purpose or in any manner which (i) is unlawful or in violation of any applicable legal or governmental requirement,
ordinance or rules; (ii) may be dangerous to persons or property, including, without limitation, the storage of any flammable or hazardous substances; or (iii) conflicts with any covenant or obligation of Capital Metro under any agreement relating to the EBP or may create a nuisance or disturbance to the surrounding property owned and/or operated by CARTS.

C. **Reserved Rights.** This Agreement and the Parties’ rights under this Agreement are subject the authority of the Federal Transit Administration, the Texas Department of Transportation, and the requirements of any federal grants obtained by the Parties in connection with the EBP.

3. **TERM.** Unless terminated early in accordance with the terms of this Agreement, the term of this Agreement (the “**Term**”) will commence on the last date of execution the Agreement by CARTS and Capital Metro (“Effective Date”) and continue thereafter for the duration of the term of that certain Memorandum of Understanding, dated effective May 4, 2017 by and between the Texas Department of Transportation (“**TXDOT**”) and CARTS (the “**TXDOT MOU**”) for CARTS use of the property on which the EBP will be located (“**EBP Property**”). The Parties may agree to extend the Term by the Parties’ execution of a written amendment to this Agreement.

4. **FINANCIAL CONTRIBUTION.**

   A. **Payment.** For the license and usage rights herein granted to Capital Metro with respect to its use of the EBP, Capital Metro will contribute One Million Five Hundred Thousand Dollars ($1,500,000) to the development and operational costs of the EBP (“**Capital Metro Contribution**”) through regular payments paid in equal installments during the period of the construction of the EBP (anticipated to be fourteen (14) months), subject to Section 4(c) of this Agreement. Such payments will be in an amount equal to the Capital Metro Contribution divided by the number of months for which construction of the EBP has been originally scheduled to take place. Absent an amendment to this Agreement, the Capital Metro Contribution shall not be increased or reduced and represents payment in full for the license and usage rights to be granted to Capital Metro with respect to the EBP upon its completion. The Capital Metro Contribution will be sourced from local funds. Other than the Capital Metro Contribution, CARTS will be responsible for all costs and expenses for the design, permitting and construction of the EBP.

   B. **Invoices.** CARTS will submit an invoice for each monthly payment, and Capital Metro will make the payment within thirty (30) days of receipt of the invoice.

   C. **Construction Funding and Progress Oversight.** Capital Metro agrees to pay the Capital Metro Contribution in monthly installments so that CARTS may utilize the Capital Metro Contribution to pay for the construction and development of the EBP during the construction phase of the EBP. On a quarterly basis, CARTS will submit to Capital Metro a report evidencing the progress made on the construction of the EBP. If, at any time during the construction phase, progress halts on the construction of the EBP or CARTS halts payment to its construction contractor for any reason, CARTS will promptly notify Capital Metro and Capital Metro will halt payments of the Capital Metro Contribution unless and until progress and payment to the CARTS construction contractor resumes.

5. **ADDITIONAL CONTRIBUTIONS.**

   A. **Benches.** Capital Metro will supply the EBP with 13 used benches in as-is, good condition.
B. **Bus Stop Improvements.** At its own expense, Capital Metro will make improvements at its on-site, street facing bus stop through the bus stop improvement program or other amenities project.

6. **MAINTENANCE.**

   A. **CARTS’s Maintenance Responsibilities.**

      i. Except as provided in Section 6(B) of this Agreement, CARTS will, at its sole expense, maintain the EBP, including the restrooms in the Passenger Terminal Building and outdoor landscaping, in a clean and orderly condition at all times.

      ii. CARTS will provide litter containers for the EBP and stock the restrooms in the EBP with supplies.

   B. **Capital Metro Maintenance Responsibilities.**

      i. Capital Metro will, at its own expense, provide garbage collection services at all EBP bus bays in accordance with Capital Metro’s standard procedures; and

      ii. Capital Metro will, at its own expense, provide bus stop power washing for all bus bays at the EBP in accordance with Capital Metro’s standard procedures.

7. **SECURITY.**

   A. Capital Metro will be responsible for the safety and security of all of Capital Metro’s employees, contractors and invitees. At all times, Capital Metro’s security officers may patrol and enforce all applicable laws, policies and regulations of the City of Austin, Capital Metro, and CARTS. CARTS, upon consultation with Capital Metro, will put in place appropriate traffic controls if required and as approved by the City of Austin. CARTS shall have the authority to prohibit any activity when necessary to protect CARTS’s property or the public health and safety; however, this shall not decrease the liability of Capital Metro in any way.

   B. CARTS will install and maintain at the EBP its own video and camera hardware and software. CARTS will share live feed(s) viewable at the Capital Metro Operations Control Center for the purpose of operational and situational awareness. The Parties will work together to create an agreed camera coverage plan and method in which camera feeds are shared. Capital Metro may install additional cameras at its own expense.

8. **LIGHTING.** At all times during Capital Metro’s hours of operation, as determined by Capital Metro, CARTS will ensure that the EBP is well-lit with area lighting.

9. **ACCESS CONTROL SYSTEM.** CARTS will install at the Passenger Terminal Building an access control system for access by the staff of Capital Metro and CARTS to the appropriate areas of the Passenger Terminal Building outside of CARTS’s operating hours. The system will allow access by Capital Metro staff by reading a Capital Metro-issued identification badge or other mutually agreed on form of access.

10. **TICKETING.** CARTS will purchase Capital Metro transit passes ("Passes") from Capital Metro, securely store the Passes, and sell the Passes at the ticketing counter in the Passenger Terminal Building to the public at prices determined by Capital Metro. Until the Passes are sold to customers,
the title to the Passes will remain the sole and exclusive property of CARTS. CARTS may return any valid, unsold Passes to Capital Metro for a refund. CARTS will secure the Terminal Area to safeguard the Passes at all times. CARTS will bear the risk of any loss of the Passes, including, but not limited to, any Passes that are accidentally destroyed, damaged, stolen, whether such loss was through misconduct, negligence, accident the result of a casualty loss, or are otherwise rendered un-salable or any losses resulting from theft by third parties. In the case of loss under this section, once the loss is discovered by CARTS, CARTS agrees to promptly notify Capital Metro of such loss and cooperate with Capital Metro in its review of the matter.

11. COMPLIANCE WITH LAW AND CONTRACTUAL OBLIGATIONS.

A. Applicable Law. In their respective use and operation of the EBP, the Parties shall comply with all applicable city, state, federal, City ordinances, rules and regulations regarding its work, and OSHA regulations. Each Party, at its cost, shall obtain all necessary or appropriate licenses and permits related to its operations at the EBP.

B. TxDOT Agreements. Under the TXDOT MOU and that certain Multi-Use Agreement by and between CARTS and the TXDOT, dated effective May 4, 2017 (the “TXDOT MUA”), TXDOT consented to CARTS operating transit services on the Property for an initial term of forty (40) years. CARTS represents that the TXDOT MOU and TXDOT MUA permits CARTS and Capital Metro to use the Property for constructing and operating the EBP and mass transit services in accordance with this Agreement. CARTS will take all appropriate measures to remain in compliance with the TXDOT MOU and TXDOT MUA and prevent an interference with CARTS’s and Capital Metro’s operations at the EBP.

12. UTILITY COSTS: CARTS will be responsible for the utility costs for the EBP.

13. RIGHT OF ACCESS: Capital Metro, its agents, employees and representatives, shall have the right of access to the Terminal Area at all times without prior written notice.

14. TERMINATION:

A. Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement upon sixty (60) days written notice to the other for any reason. If CARTS terminates this Agreement for convenience prior to the initiation of operations by Capital Metro at the EBP, CARTS will reimburse Capital Metro for the total amount of the Capital Metro Contribution paid as of the termination date. If CARTS terminates this Agreement for convenience within the first ten (10) years of Capital Metro’s operations at the EBP, CARTS will reimburse Capital Metro the total Capital Metro Contribution, less $12,500 for each month of the Term in which Capital Metro operated bus services at the EBP in accordance with the Agreement.

B. Termination by CARTS. This Agreement may be terminated by CARTS upon material default by Capital Metro in the performance of any covenant or agreement herein required to be performed by Capital Metro and the failure of Capital Metro to remedy such default within ten (10) days after receipt of a written notice to remedy the same from CARTS.

C. Termination by Capital Metro. This Agreement may be terminated by Capital Metro upon CARTS’s default on the performance of any other obligation of CARTS hereunder, and such default has not been cured within ten (10) days after receipt of written notice of default.
15. **TRANSFER OF OWNERSHIP:** In the event that CARTS and Capital Metro determine and concur that it is in their mutual best interests during the pendency of this Agreement, CARTS may elect to transfer the ownership of the facility to Capital Metro consistent with Federal Transit Administration guidelines, pending the concurrence of the Texas Department of Transportation. In such event, the Parties shall make such amendments to this Agreement as necessary to accommodate such ownership change and the effect thereof on the Parties’ rights and responsibilities hereunder.

16. **INSURANCE:** Capital Metro shall carry insurance in the types and amounts shown on Exhibit “D”, attached to and incorporated in this Agreement, for the duration of this Agreement, and furnish certificates of insurance to CARTS as evidence thereof in form and with substance acceptable to CARTS on or before the Effective Date.

17. **LIABILITY:** TO THE EXTENT ALLOWED BY TEXAS LAW, CARTS AND CAPITAL METRO AGREE THAT EACH ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR ITS NEGLIGENT ACTS OR OMISSIONS FOR CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED TO THIS AGREEMENT.

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

19. **HAZARDOUS MATERIALS:** No hazardous materials or toxic substances shall be kept, stored, used or discharged on the Terminal Area. The Parties shall comply strictly with all applicable Federal, State and local laws, ordinances, rules and regulations regarding hazardous materials or toxic substances.

20. **ASSIGNMENT:** This Agreement shall be personal to the Parties and is not transferable. Capital Metro will not subdivide, or assign any rights under this Agreement or any portion of the Terminal Area without the prior written consent of the CARTS, which consent may be withheld in CARTS’s sole and absolute discretion.

21. **NOTICES:** All notices required under this Agreement or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party, or an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified and sent to the address set forth below. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. An address may be changed by written notice to the other party.

If to the CARTS:
CARTS
5300 Tucker Hill Lane
Cedar Creek, Texas 78612
Attn: General Manager

If to the Capital Metro: Capital Metropolitan Transportation Authority
507 Calles, Suite 116
Austin, Texas 78702
Attn: Vice President of Real Estate

With copy to: Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702
Attn: Chief Counsel

22. **JURISDICTION AND VENUE:** This Agreement is made under the laws of the State of Texas, and any disputes that arise under or concern this Agreement shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles. Venue for any suit at law or in equity involving this Agreement, shall be proper and lie exclusively in Travis County, Texas.

23. **NON-DISCRIMINATION, AFFIRMATIVE ACTION, AMERICANS WITH DISABILITIES ACT:** Capital Metro agrees that no person, on the grounds of race, color national origin, age, sex or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the use of the Terminal Area. Capital Metro will comply fully with all provisions of Public Law 101-336, Americans with Disabilities Act of 1990 to the extent applicable.

24. **NON-WAIVER OF RIGHTS:** Continued performance by either party hereto of the terms of this Agreement following a default shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default and no waiver of such default shall be construed or act as a waiver of any subsequent default.

25. **INVALIDITY OF CLAUSES:** In the event that any covenant, condition or clause, herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or clause, shall in no way affect any other covenants, conditions or clauses.

26. **ATTORNEYS' FEES:** In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover interest at the maximum lawful rate, reasonable attorneys’ fees and court costs and other expenses of litigation.

27. **HEADINGS:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

28. **RELATIONSHIP:** This Agreement establishes a license for the benefit of Capital Metro only and it is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or a relationship of landlord and tenant between Capital Metro and CARTS.

29. **ENTIRE AGREEMENT:** It is understood and agreed that this instrument (including the Exhibits described below) contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and may not amended or modified except in writing signed by both Parties.

Exhibit A - Eastside Bus Plaza Site Plan
Exhibit B – CARTS Insurance Requirements
Exhibit C - Capital Metro Insurance Requirements
30. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, including by facsimile or e-mail, with the same effect as if both Parties hereto had executed the same document and delivery by facsimile or other electronic means shall be deemed delivery of this Agreement. All such counterparts shall be construed together and shall constitute one instrument.

31. **GOVERNMENTAL IMMUNITY:** The Parties are governmental entities organized under the laws of the State of Texas. Nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the State of Texas law or the Texas Constitution.

32. **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.

33. **PAYMENTS FROM CURRENT REVENUES.** The Parties each agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments from current revenues legally available to that party. The Parties each affirmatively find that the performance of this Agreement in the common interest of both parties, that undertaking this Agreement will benefit the public and that the division of responsibilities and costs associated with this Agreement fairly and adequately compensate the performing party for its services or functions performed under this Agreement.

*(Signature Page Follows)*
IN WITNESS WHEREOF, this Agreement is hereby executed by CARTS and Capital Metro as of the dates set forth below, to be effective as of the Effective Date.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: __________________________
    Randy Clarke
    President/CEO

Date: __________________________

CAPITAL AREA RURAL TRANSPORTATION SYSTEM

By: __________________________
    David Marsh
    General Manager

Date: __________________________
EXHIBIT B
CAPITAL METRO INSURANCE REQUIREMENTS

CARTS shall, at its own cost and expense, procure or require its contractors to obtain, the insurance set forth below, and promptly pay when due all premiums for the insurance. The insurance shall be kept in full force during the Term of the Agreement.

The insurance shall be primary and non-contributory with respect to any insurance which might be carried by Capital Metro and contain a contractual waiver of subrogation.

CARTS shall furnish to Capital Metro certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

CARTS shall notify Capital Metro in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Capital Metro with a current Best’s Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

1. Comprehensive General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000 with coverage that includes:
   • Premises/operations
   • Independent contractors
   • Personal Injury
   • Contractual Liability pertaining to the liabilities assumed in the agreement
   • Underground (when ground surface is disturbed)

   Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the License and a waiver of subrogation.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000

3. Workers’ Compensation with statutory limits

4. Employer Liability Insurance with minimum limits of $1,000,000

5. Professional Liability Insurance with minimum limits of $1,000,000 (as applicable)

6. Excess Liability Coverage with minimum limits of $5,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the License.
Note: Such policies of insurance and certificates provided by CARTS shall provide (i) that Capital Metro is named as an additional insured, (ii) that the named insured’s insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.
EXHIBIT C

CAPITAL METRO INSURANCE REQUIREMENTS

Capital Metro shall, at its own cost and expense, procure the insurance set forth below, and promptly pay when due all premiums for the insurance. The insurance shall be kept in full force during the Term of the Agreement.

The insurance shall be primary and non-contributory with respect to any insurance which might be carried by CARTS and contain a contractual waiver of subrogation.

Capital Metro shall furnish to CARTS certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Capital Metro shall notify CARTS in writing of any material alteration of such policies, including any change in the retroactive date in any “claims-made” policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to CARTS with a current Best’s Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

MINIMUM COVERAGE REQUIREMENTS

1. Comprehensive General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000 with coverage that includes:
   • Premises/operations
   • Independent contractors
   • Personal Injury
   • Contractual Liability pertaining to the liabilities assumed in the agreement
   • Underground (when ground surface is disturbed)

   Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the License and a waiver of subrogation.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with combined single limit of $2,000,000

3. Workers’ Compensation with statutory limits

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the License.

Note: Such policies of insurance and certificates provided by Capital Metro shall provide (i) that CARTS is named as an additional insured, (ii) that the named insured’s insurance is primary and non-contributory with any insurance maintained by CARTS, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that CARTS shall receive notice of any cancellation of the policy.

ILA-CARTS EASTSIDE BUS PLAZA
Interlocal Agreement with CARTS for the Eastside Bus Plaza

July 29, 2019
CARTS Vision

- Multi-modal facility where customers from CARTS rural services can transfer to Capital Metro urban services

- Transition operations that are temporarily staged at Plaza Saltillo

- Investment in east Austin
Location

Hwy 183
Airport Blvd.

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METRO

Attachment: CARTS EBP ILA Board Presentation 7-29-19 (4423 : ILA for CARTS/Eastside Bus Plaza)
Background

• CARTS executed a long-term agreement with TxDOT for use of the property

• Over the last year, Capital Metro and City of Austin Transportation Department participated in design

• Provides safer pedestrian access and operator layover areas
Site Plan

• 10 Bus bays
• Terminal building
• Limited parking
• Paratransit loading area
• Dockless bike & scooter area
• Added signal & dedicated bus lane on Cesar Chavez
Passenger Terminal Building

- Ticket office - CARTS & Capital Metro passes sold
- Customer waiting area
- Public restrooms during normal business hours
- Concession area
- 24-hour driver restroom
ILA Terms

• CARTS and Capital Metro jointly operate service

• CARTS owns, designs, permits, constructs & maintains facility

• Co-branding on main sign (Capital Metro & CARTS)

• 3 Capital Metro dedicated bus bays & 1 shared bay
ILA Terms

• 40-year term

• Plaza will include digital message signs and security cameras

• Capital Metro cleans bus bay areas and provides security patrols

• Transfer of ownership possible with mutual approval
Funding

• CARTS estimated total project cost $6.3 M

• Capital Metro provides $1.5 M in local funds over course of construction
Operations

• High frequency route #4 terminates in plaza

• High frequency route #17 stops on perimeter on Cesar Chavez

• Route #350 stops on perimeter on Shady & on 5th St.
THANK YOU!
TITLE: Strategic Plan Update
Capital Metro Strategic Plan Update

Board of Directors Meeting
July 29, 2019
Background

- Strategic Plan is a generational transformation plan
- Strategic Plan is approved annually by the Board of Directors
- The Strategic Planning process is aligned with the budget process
- With the assistance of Summerville Consulting, staff developed:
  - Strategic Vision Plan Document  Board Approved
  - Performance Measures  Board Approved
  - President CEO Scorecards  Board Approved
  - Sr. Management Team Scorecards  Complete
  - Strategic Initiatives  Complete
  - Department Business Plan  In Progress
Strategic Vision Plan

• Mission and Vision
• Four key goal areas
  • High quality customer experience
  • Engaged workforce
  • Sustainability
  • Valued Community Partner
Strategic Measures Scorecard

- Strategic Measures developed for each goal area
- Strategic Measure includes:
  - Desired goal
  - Definition
  - Tolerance levels (red, yellow, green)
  - Reporting Frequency (monthly, annual, quarterly)
Strategic Initiatives

- Strategic Initiatives developed for each goal area
- Staff defined strategic tasks to achieve the desired performance measures
- Initiative owners (accountability)
Senior Management Team Scorecards

- President CEO and Sr. Management Team Scorecards developed to measure annual performance aligned with Strategic Plan

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<tr>
<th>CHAD BALLENTINE</th>
<th>Executive Performance Results</th>
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<td><strong>ORGANIZATIONAL METRICS</strong></td>
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<td>OTR – Paratransit</td>
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<td>Net Promoter Score</td>
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Next Steps

• Develop the strategic plan scorecard (Dashboard) for monitoring progress
• Development of staff scorecards
• Review Results of Organizational Strategic Plan – Nov-Dec 2019
  • Completed/On schedule/Delayed/
• Review of Business Unit Plans
• Refinement of Organizational Strategic Plan
THANK YOU!
TITLE: Project Connect Monthly Update
Corridors Update

Continue to advance analysis to support selection of Locally Preferred Alternative for both corridors.

Orange Line

• Workshop meetings occurred week of July 15 and July 24
  
  • July 17, 5-7 p.m. Austin Central Library 710 W. Cesar Chavez, 78701
  • July 18, 5-7 p.m. Ragsdale Center at St. Ed’s 3001 South Congress, 78704
  • July 24, 5-7 p.m. North Austin YMCA 1000 W. Rundberg, 78758
Corridors Update (cont.)

Blue Line
• Public Outreach scheduled for July 30, 31 and August 1
  • July 30, 5:30 - 7 p.m. Austin Community College (ACC) Highland Business Center
  • July 31, 5:30 - 7 p.m. Austin Energy Town Lake Center
  • August 1, 5:30 - 7 p.m. Ruiz Branch Library

Green Line Transit Oriented Development
• Held kickoff meeting and Agency coordination meeting

Continue coordination with partner agencies
• City of Austin Corridors Program
• Austin Bergstrom Airport
• Texas Department of Transportation
Community Office Events

Afternoon Social

CAMPO Outreach Meeting
Community Events

Upper Boggy Bash
### Community Outreach

#### On the Street Engagement:

<table>
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<tr>
<th>Events to date (7/6 – 7/18)</th>
<th>Outreach total</th>
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<td>Republic Square Farmer’s Market</td>
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<tr>
<td>Mueller Farmers Market</td>
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<td>East side Farmers Market</td>
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<td>Long Center</td>
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<td>Republic Square</td>
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<td>Upper Boggy Creek Unveiling at MLK station</td>
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<td>Blues on the Green</td>
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