I. Recognition

II. Public Comment:

III. Advisory Committee Updates:
   1. Customer Service Advisory Committee Update
   2. Access Advisory Committee Update

IV. Board Committee Updates:
   1. Operations, Planning and Safety Committee
   2. Finance, Audit and Administration Committee
   3. CAMPO update

V. Consent Items
   1. Approval of Minutes from the April 20, 2020 board meeting.
   2. Approval of a resolution appointing Andrew Bernet to the Access Advisory Committee.
   3. Approval of a resolution appointing Otmar Foehner to the Access Advisory Committee.
   4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Sirius Computer Solutions, Inc. to replace network infrastructure technology in an amount not to exceed $170,974.
   5. Approval of a resolution authorizing the President & CEO, or his designee, to approve an Interlocal Agreement with the City of Austin for the New Mover Program in an amount not to exceed $22,464.
   6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Netronix Integration, Inc. for the purchase and installation of 89 cameras and supporting equipment at the Bus Rapid Transit (BRT) Stations in an amount not to exceed $327,965.

VI. Action Items:
1. Approval of a resolution approving the Capital Metro Public Transportation Agency Safety Plan ("the Plan"), authorizing the President & CEO to approve the Plan, and setting a program to provide relevant and useful information to the Board of Directors.

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an amendment to an Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on Capital Metro services to address service reductions and fare changes required during the current pandemic resulting in a corresponding reduction in revenue of approximately $1,540,000.

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Multiple Use Agreements with the Texas Department of Transportation (TxDOT) to permit the construction, maintenance, and operation of future Capital Metro bus stops within the right-of-way of U.S. 183, U.S. 290, S.H. 71, I.H. 35, North Lamar (Texas 275), South Congress (Texas 275), Burnet Road (FM1325) and Parmer Lane (FM 734).

VII. Presentations:

2. FY 2021 Proposed Budget Development Calendar
3. Innovative Mobility Partnerships
4. Project Connect Update
5. Broadmoor Station Update
6. COVID-19 Recovery Task Force Update

VIII. Reports:

1. President's Report

IX. Items for Future Discussion:

X. 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, Troy Hill, 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.
Customer Service Advisory Committee Update
Call to Order:
Chairman Taylor called the meeting to order at 6:094 p.m.

Introductions:
Committee members present were: Elizabeth Stehl, Ephraim Taylor, David Foster, Betsy Greenberg, David Shapiro, Lin Rui Li

Capital Metro staff present were: Yannis Banks, Dottie Watkins, Dave Couch, Chad Ballentine, Kevin Conlan, Tangee Mobley, Jo Anne Ortiz.

Community Communications:
David Foster – Asked if anyone from the committee is using the bus currently. No one from the CSAC is currently using the system.

Operating Procedures Update/ V.P. Of Operations Introduction
Dottie Watkins, Chief Customer Officer/Chief Operating Officer

Our response came over weeks, they did not roll out all at the same time. We adjusted our service level on March 18th to a modified Sunday service level. Starting on Monday the 985 & 935 will start running again. Fares are currently free. We will be installing plastic barriers between operators & customers. CSAC – How are you protecting your employees in the shop? Dottie – All of our employees coming into the building are required to wear a mask & have their temperature checked. We also have been buying hand sanitizer buy the drums. We have a 3rd party that does disinfecting cleaning (fogging) every 2 weeks during the middle of the night. We have had a total of 13 positive Covid-19 with unfortunately 1 loss. The rest are or have been recovering. We have implemented a supplemental Covid-19 sick leave program. Ridership has been hovering at 37,000 per day. It jumps to like 39k at the beginning of the month & we believe that is due to benefits coming at the 1st of the month. Yannis – Will there be hand sanitizer dispensers on buses? Dottie – We are looking at dispensers that will be accessible for everybody. They are hard to find but we have people looking for them. I would expect to have some installed later on this month. Dottie introduced Tangee Mobley to CSAC

CapMetro Financial Update
Kevin Conlan, Director of Budget & Financial Planning

We are anticipating a significant reduction in sales tax. We had a 30% reduction in March from fare revenue. We could see up to a $600,000 reduction in ad revenue this year. We are losing $1.9 million in fare revenue each month we do not collect fares. We could be facing $8.7 to $12 million in revenue each month. We have $61.5 million of reserves & another $40 million in
Capital reserves that we could use. We were awarded $101 million from the CARES act. The funds are for response to the COVID-19 crises.

**Grocery/Pickup Update**  
*Chad Ballentine, V.P. Demand Response*

We have delivered over 200,000 meals since we have started this program. You can go to [www.capmetro.org/home-delivery](http://www.capmetro.org/home-delivery) for eligibility for the program.  
CSAC – Has the word been getting out? Chad – We have gotten a lot of great media about it. Our Access customers have also been aware. We have also partnered with SNAP & WIC to let their recipients know as well. Our operators have been excited about this program.

**Project Connect Update**  
*Yannis Banks, Community Engagement Coordinator*

There is an update from the March presentation that the Gold line should be LRT, no longer BRT in the endgame. It may start off as a rapid service but as the ridership grows it will move to LRT.  
Dave – The next thing to look at is how the Covid-19 effected funding. At the June meeting will be more about the plans. The funding will be looked at a later meeting.  
CSAC – Is there any concern about what the new reality is due to Covid-19?  
Dave – It’s why we are doing this in a sequence of steps. The first is to approve what the LPA will be. At the August/September timeframe we will be able to look & see what the financing step could look like. I fully understand & agree that the number one focus we have right now is covid-19. The June action will set the table for when things improve & the time is right, we can move forward.  
CSAC – When does a decision has to be made about elections? Dave – That’s a city process. I know that there is something that City Council will have to direct the City Manager to have something on the ballot.  
CSAC – Randy mentioned about Federal money, could you go into more detail about that? Dave – Part of that is when we 1st looked at it there was talk about 40% funding from the Feds but we are currently looking at possibly getting 50% share from talks going on in Washington.

**CSAC LPA Statement**  
*CSAC*

How could Gold line be extended if it’s rail?  
Dave – The 1st step would be Metrorapid as we have it now. It would not be a dedicated bus way. At a later time, to be determine, would be building of light rail service. In essence it is the Trinity street corridor up to the University, then over 45th Street to ACC highland.  
CSAC – Would we ever think about extending the terminus north? Dave – We have not looked at that.  
CSAC – Doing rail on the Gold line does not move the needle on a maintenance yard? Would there be somewhere by Highland for a rail maintenance yard?  
Dave – No, we have looked in the area but there isn’t a location on the Gold line for a rail maintenance facility.  
CSAC – How do we let people know we passed a resolution? We can send a release to Austin Chronicle, The Monitor, etc.  
CSAC – Is this going to the public or just to the board? Ephraim – It is a public document.  
David S. – Should we put it in a more digestible form for the public? Ephraim will work on press release to go along with the resolution.
David F – Motions for approval of resolution. Elizabeth 2^{nd}. Passes unanimously 5-0

June Meeting
- Project Connect Update
  - Outreach
  - Messaging
- Initial 2021 Fiscal Budget

Approval of March 2020 Minutes
- Minutes approved unanimously
- Elizabeth moved, David F second

Adjourn 7:21
WHEREAS, the population of Central Texas is expected to double by 2040 while road capacity is projected to grow by only 15% (CAMPO 2040 Regional Plan, p.50);

WHEREAS, the goal to increase regional transit mode-share from 4% (current) to 16% (2039 target) necessitates an eightfold (8x) increase in transit ridership when accounting for regional population growth (2019 Austin Strategic Mobility Plan, p.13);

WHEREAS, Austin must address its growing traffic challenges;

WHEREAS, comprehensive, city-wide transit will improve connectivity and transportation alternatives for all members of the community;

WHEREAS, efficient transportation systems must include dedicated, separate pathways for different transit modes, instead of all modes sharing a single pathway;

WHEREAS, transit should provide solutions that take people where they want to go, when they want to get there, safely and affordably;

WHEREAS, transit improvements should benefit all community members by providing transportation alternatives for people living along service routes, thereby reducing congestion for people living outside of transit service corridors;

WHEREAS, the proposed LRT alternative for the Project Connect Orange and Blue lines provides an additional 10-20 service-years before peak demand meets transit capacity when compared to the proposed BRT alternative (David Couch, November 2019 CSAC Meeting);

WHEREAS, the goal of Project Connect should be to transform mobility in a manner that is long-term and generational in scope;

WHEREAS, the design of Project Connect should optimize capacity and interconnectivity, improve the effectiveness of transit, minimize transit times for riders, and provide the longest effective service lifespan;

WHEREAS, the design of Project Connect should consider future land use and availability, environmental impact, and right-of-way needs;

WHEREAS, transit improvements should improve city appeal;

WHEREAS, transit should combat climate change locally;
THEREFORE, BE IT RESOLVED BY THE CAPMETRO CUSTOMER SATISFACTION ADVISORY COMMITTEE THAT

1. Prefer Light Rail alternative for Blue and Orange Lines due to extended lifespan, and greater rider capacity.

2. Prefer tunnel through the downtown corridor for Blue and Orange lines, which provides the following benefits:
   a. Grade separation results in improved reliability and safety, while reducing transit mode conflicts.
   b. Placemaking opportunities for retail, community space.
   c. Maintain current street-level capacity for other transit modes.
   d. Allow transit capacity to expand for future ridership growth, extending service lifetime.

3. Prefer alignment of Blue and Orange lines between Republic Square and North Lamar Transit Center, providing for increased service frequency within a high-use segment of the transit corridor.

4. Prefer Blue Line connection between Republic Square and Downtown Station, providing rapid, high-capacity connectivity between commuter rail lines (Red and Green lines) and the rest of the system.

5. Prefer Gold Line implementation and designed for future conversion to Light Rail Transit.

6. Prefer grade separated transit lanes where possible.

7. Prefer development of plan as integrated transit system.

Resolution unanimously supported by the attendant committee members during the monthly CapMetro Customer Satisfaction Advisory Committee meeting, held on May 13th, 2020.
Access Advisory Committee Update
Access Advisory Committee
Wednesday, May 6th, 2020
Virtual
5:30 p.m. – 6:35 p.m.

Call to Order:
Chair Paul Hunt, Access Advisory Committee
Chairman Prentice called the meeting to order at 5:34 p.m.

Introductions:
Committee members present were Paul Hunt, Estrella Barrera, John McNabb, Chris Prentice, Audrea Diaz, and Mike Gorse.

Capital Metro staff and contractors present were: Martin Kareithi, Julie Lampkin, Suzie Edrington, Chris Westbrook, Chris Mojica, Ricardo Boulware, Dottie Watkins, Dave Couch, Lawrence Deeter, and Yannis Banks

Citizens’ Communication
Members of the public

None

Project Connect
David Couch, Program Officer, Project Connect

Dave Couch gave the presentation that was given at the March joint meeting. Access – What are the accessibility features of the vehicles? Dave – There will be level boarding from the platforms in compliance with the Americans with Disabilities Act (ADA). All ramps will be ADA compliance as well as signage. When it comes to the tunnel, we would have escalators heading down & up. There would be 2 ADA compliant elevators. We would have near level boarding with the Metrorapid buses. We are looking at the different bus types to see how that would work. Access – There was not anything mentioned about audio announcements. Dave – There will be audio announcements in the tunnel. My apologies for not mentioning that. Access – You mentioned glass separation in the tunnel, is that like what is done at airports? Dave – Yes, very similar to that. Access – The route from Tech Ridge and Dessau, what would that route look like. Dave – We are looking and working with TxDot on their North I-35 redo. We are looking at how we can get across I-35 and what not. The Metrorapid line would go from Tech Ridge to ACC Highland. Access – Based on what is happening the past few months, will there be a stomach to pay more taxes? Is the timing bad? Dave – With coordinating the work, the first action can be to adopt the technical stuff but you do not have to go forward with the funding mechanism. With 40% projected with FTA money, with their rigor, they keep track of where you are kind of like a check and balance. Access – Which website can we go to for information about the meetings. – Dave – You can find t from CapMetro’s website. The virtual open house will run until May 31st.
**Operations Update**  
*Dottie Watkins, Chief Customer Officer/Chief Operating Officer*

Access – There are some concerns about the cost. How is it decided if the fare is going to be free & for how much longer? Dottie – We aren’t 100% sure how much longer. We want to make sure we are keeping it safe for our operators. It will probably in the next couple months. Access – For people who have bought passes, will metro be doing a refund? Dottie – People can trade them in at the transit store, but we will honor them for future months use when we start collecting fares again. We will get info out to customers once we start collecting fares again. Access – Can you give an update on Covid-19 employees. Dottie – We currently have 12 members of CapMetro family with Covid-19. We unfortunately did lose a bus mechanic; the rest fortunately have not been that severe. Access – Is it still typical for both bus doors to open? Dottie – It is possible to just open the rear door. It is possibly just out of habit of turning the lever to open both doors. Access – In terms of the Post-Pandemic Resource Committee will someone who has lost their job be able to apply for a voucher for passes? Dottie – We are looking at all options of what that could be, but it will be something we are looking into.

**June Service Change**  
*Lawrence Deeter, Principal Planner, Shortrange*

Access - In term of UT shuttles are you certain that they are not having classes for upcoming session? Lawrence – We are positive they are not for Summer but for Fall they said they will announce something in June. We work closely with them and they will let us know. Access – If they come into service will it be back to normal? Lawrence – It will probably be normal, but they will let us know what they would like to have

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

We worked with HEB & Central Texas Foodbank when this first started to help get people groceries who were MetroAccess customers. We started this project on the 23rd of March. HEB was amazing with this. We are still doing this. The program has been extended twice so far & HEB continues to donate groceries. We deliver over 4000 meals a day. Good Apple reached out to us because they wanted to deliver fresh produce. Access – With Good Apple program, is it an application process? Chad – Good Apple is a non-profit company that does delivery of produce. Before this they did if you would buy a basket of produce and they would donate to a family in need. They are now donating the food. To help maintain their volume they are asking people to apply for it. It is for folks 55+ or immune compromise & need food assistance. Access – Can you give an idea on the kind of fresh fruit & veggies you get. How big is the package? Chad – Kohlrabi, lettuces, oranges, avocado, dill, carrots, etc. Occasionally they will give recipes to go along with it. Estrella – Wants to recognize the work CapMetro is doing to keep employees from being furlough as well as what you are doing for the community. Glenda – I want to
second that as well. Chad – No Pickup update. We are about 33% of our normal ridership. We put on hold our expansion in Lago Vista due to the pandemic. We will start moving forward once things clear up.

Approval of Minutes

Moved by Estrella with Corrections, second by Mike pass unanimously, Glenda abstain.
Approval of Minutes from the April 20, 2020 board meeting.

Approval of Minutes from the April 20, 2020 board meeting.
I. Recognition

Chair Cooper recognized two Capital Metro colleagues who recently passed away, and paused the meeting for a moment of silence in remembrance.

II. Public Comment:

There were no public commenters signed up to speak.

III. Board Committee Update:

1. CAMPO update

Board member Mitchell reported on the April 6th CAMPO meeting. Discussion at the meeting centered on funding for I-35 improvement projects, and how CAMPO would fulfill its commitment to provide matching funds for the project to TxDOT. Board member Kitchen added there will also be CAMPO meeting held later today, but that no specific projects would be voted on.

Board member Stratton asked when the 2045 plan would come before CAMPO. Board member Mitchell replied that it is currently in the comment process and that portions of Project Connect would be included in that plan.

IV. Action Items:

1. Approval of Minutes from the February 24, 2020 and March 17, 2020 Board Meetings.

   RESULT: ADOPTED [UNANIMOUS]

   MOVER: Jeffrey Travillion, Board Member
   SECONDER: Terry Mitchell, Board Member
   AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
   ABSENT: Hill

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts with AECOM Technical Services, Inc., HNTB Corporation, and Nelson\Nygaard Consulting Associates, Inc., for General Planning Consulting Services for a term of one (1) base year in an amount not to exceed $3,240,000 and not to exceed Option Year 1 of $2,800,000; Option Year 2 of $2,600,000; Option Year 3 of $2,860,000; Option Year 4 of $2,860,000; Option Year 5 of $2,824,000; and Option Year 6 of $2,816,000 for a total amount not to exceed $20,000,000.

Executive Vice President of Planning and Development Sharmilla Mukherjee presented this item.
This is a re-procurement of an existing contract that is expiring in May. It includes services for a variety of agency projects including MetroRapid planning and implementation, Park & Ride planning, and environmental reviews. The costs for these services are included in each individual project budget, and based on the 5-year Capital Improvement Plan project budgets.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Mitchell, Board Member
SECONDER: Eric Stratton, Board Secretary
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
ABSENT: Hill

3. Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2021, to December 31, 2021, and which includes up to four optional one-year extensions.

Chief Financial Officer Reinet Marneweck presented this item.

This item will allow the City of Austin to purchase discounted passes for their employees. Ridership under this program in 2019 exceeded 250,000 in 2019.

Board member Garza asked for more detail about how the passes get used -- including average number of trips per passholder, and locations within the city where passes get used the most. She added that she thinks that this is a great program, partly due to the great transit access at City Hall.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Delia Garza, Vice Chair
SECONDER: Sabino Renteria, Board Member
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
ABSENT: Hill

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with ConvergeOne for replacement of the current telephone system technology, for a base period of one year with five one-year options for ongoing maintenance in an amount not to exceed $3,633,125.

COO and Chief Customer Officer Dottie Watkins presented this item.

This project will replace the agency’s existing system, which is due to be replaced and no longer supported by the manufacturer. This contract will also provide maintenance services for the new system. The new system will include some new features such as callback, text, and chat functions.

Board member Travillion asked about DBE/SBE participation under this contract. Dottie responded that the vendor has committed to using SBE services for installation, and that more information on utilization will be provided.
5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Champion Bus, utilizing the Houston Galveston Area Council Purchasing Cooperative, to purchase twenty (20) Paratransit Vans in an amount not to exceed $2,101,073.50 for the purpose of replacing life-expired paratransit vehicles.

COO and Chief Customer Officer Dottie Watkins presented this item.

Dottie mentioned a typo in the original resolution language published in the board backup. The vendor name should reflect that the purchase contract will be with Creative Bus Sales. Dottie read the correct subject line with the correct vendor name.

This purchase will replace 20 of our life-expired MetroAccess vehicles.

Board member Stratton asked for clarification of the breakdown between 2- and 3-wheelchair capacity vans, and what the agency’s thinking was behind deciding between the two.

Board member Renteria asked about what is done with retired vehicles. Dottie explained that surplus vehicles are normally sold at auction through govdeals.com.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Eric Stratton, Board Secretary
SECONDER: Terry Mitchell, Board Member
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
ABSENT: Hill

6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Progress Rail Services Corporation for the purchase, installation, testing and commissioning of one (1) Defect Detector, three (3) Shifted Load Detectors, and three (3) Dragging Equipment Detectors in an amount not to exceed $386,327 for this contract.

COO and Chief Customer Officer Dottie Watkins presented this item.

Dottie showed a brief presentation with examples of each of the three different detectors.

Chair Cooper asked for a quick explanation of how shifted load detectors work.

Board member Stratton asked if we have owned these devices in the past. Dottie explained that we have some older versions, but that these devices will provide more protection, particularly for the heavily-used commuter corridor.
V. Presentations:

1. Agency COVID-19 Update

COO and Chief Customer Officer Dottie Watkins and CFO Reinet Marnweck gave the presentation.

Dottie outlined ways that the agency is responding to the COVID-19 crisis. She covered adjustments to service and how those are being communicated along with specific new safety measures for both the community and staff. She also outlined ways that the agency's administrative staff has been supporting frontline employees through the new All Hands Program. She also reviewed new benefits available to Capital Metro and service provider staff to help them cope with the pandemic.

Dottie also reviewed the agency's recovery and implementation plan for when the crisis passes. EVP of Planning Sharmilla Mukherjee is heading up a new task force of senior managers who are meeting regularly to discuss ways that the agency can begin to return to normal operations when the time is right.

Board member Kitchen asked if there had been bus operator staffing issues during this time, and mentioned that she had heard concerns about access to restrooms and occupancy limits. Dottie explained that there have been some recent issues with staffing, primarily on weekends, but that recently the problem has gotten better and she is hopeful that the majority of the problems are behind us. She also said that the number of closed businesses that previously served as comfort stops has created some challenges, but that Operations staff is working hard to find solutions.

The board and President Clarke then had a discussion of the availability of virus testing for frontline employees.

Reinet then reviewed some of the ways that the crisis is having a financial impact on Capital Metro. The biggest impact to the agency is likely to be sales tax revenue, where we can expect anywhere from the 30 to 50 percent reduction. Fare and advertising revenues are also greatly decreased. Further, many of the new initiatives that have begun during the crisis will cause increased expenditures. To offset that, the agency will defer all operating and capital projects that we can be delayed at this point. She also reviewed the Agency's reserve balances, and explained that Capital Metro is a recent recipient of CARES Act funds from the federal government of $102 million, which can be used to offset some of the costs of responding to COVID and replace lost revenues.

2. President's Report

President Clarke used his monthly report to say thank you and praise the Capital Metro staff, service provider employees, and board for everything they have done in their response to the crisis.

VI. Executive Session of Chapter 551 of the Texas Government Code:

Section 551.072 for Real Property Matters

Into Executive Session: 1:36 p.m.
Out of Executive Session: 2:02 p.m.

VII. Items for Future Discussion:
VIII. 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; Troy Hill; 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.
Approval of a resolution appointing Andrew Bernet to the Access Advisory Committee.
SUBJECT:
Approval of a resolution appointing Andrew Bernet to the Access Advisory Committee.

FISCAL IMPACT
This action has no fiscal impact.

STRATEGIC PLAN:
1. High Quality Customer Experience

Strategic Objectives:
1.3 Net Promoter Score /Customer Satisfaction

EXPLANATION OF STRATEGIC ALIGNMENT:
The Access Committee provides valuable insight and recommendations to the Board of Directors to assist in making riding Capital Metro services safe, reliable, and accessible.

BUSINESS CASE:
Does not apply.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on May 22, 2020.

EXECUTIVE SUMMARY:
Pursuant to Section 451.107, Texas Transportation Code, and Article II, Section 17, Capital Metro Board of Directors Bylaws, the Board of Directors established the Access Committee as part of a comprehensive community involvement strategy to provide input to the Board of Directors on decisions that affect the Authority.

Each member of the Board of Directors appoints one member of the committee with the exception of the Chair who appoints two members. At this time, Board Member Ann Kitchen recommends Andrew Bernet as her appointee to fill the vacant position on the Access Advisory Committee.

DBE/SBE PARTICIPATION:  Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Community Involvement
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS
STATE OF TEXAS
COUNTY OF TRAVIS
RESOLUTION (ID # AI-2020-1253)
Appointment of Andrew Bernet to the Access Advisory Committee

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro are committed to successful and meaningful public involvement; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro seek informed consent from the public by providing equitable access to decision making and offering opportunities to provide input from a representative set of the population that reflects the interests of the community when transportation decisions are made; and

WHEREAS, there exists a need to fill a vacant position on the Access Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that Andrew Bernet is named to Access Advisory Committee to serve a term concurrent with the term of Board Member Ann Kitchen.

________________________
Date: ____________________
Secretary of the Board
Eric Stratton
Approval of a resolution appointing Otmar Foehner to the Access Advisory Committee.
SUBJECT:
Approval of a resolution appointing Otmar Foehner to the Access Advisory Committee.

FISCAL IMPACT
This action has no fiscal impact.

STRATEGIC PLAN:
1. High Quality Customer Experience

Strategic Objectives:
1.3 Net Promoter Score /Customer Satisfaction

EXPLANATION OF STRATEGIC ALIGNMENT:
The Access Committee provides valuable insight and recommendations to the Board of Directors to assist in making riding Capital Metro services safe, reliable, and accessible.

BUSINESS CASE:
Does not apply.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on May 22, 2020.

EXECUTIVE SUMMARY:
Pursuant to Section 451.107, Texas Transportation Code, and Article II, Section 17, Capital Metro Board of Directors Bylaws, the Board of Directors established the Access Committee as part of a comprehensive community involvement strategy to provide input to the Board of Directors on decisions that affect the Authority.

Each member of the Board of Directors appoints one member of the committee with the exception of the Chair who appoints two members. At this time, Board Member Eric Stratton recommends Otmar Foehner as his appointee to fill the vacant position on the Access Advisory Committee.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1260)
Appointment of Otmar Foehner to the Access Advisory Committee

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro are committed to successful and meaningful public involvement; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro seek informed consent from the public by providing equitable access to decision making and offering opportunities to provide input from a representative set of the population that reflects the interests of the community when transportation decisions are made; and

WHEREAS, there exists a need to fill a vacant position on the Access Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that Otmar Foehner is named to the Access Advisory Committee to serve a term concurrent with the term of Board Member Eric Stratton.

________________________
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 Sirius Computer Solutions, Inc. to replace network infrastructure technology in an amount not to exceed $170,974.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Sirius Computer Solutions, Inc. to replace network infrastructure technology in an amount not to exceed $170,974.

FISCAL IMPACT:
Funding for this action is available in the FY2020 Capital Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
3. Sustainability

Strategic Objectives:
3.6 Adherence to State of Good Repair Program

EXPLANATION OF STRATEGIC ALIGNMENT:
Maintaining and replacing network infrastructure technology such as routers, firewalls, and switches in a state of good repair ensures stable and reliable systems available to both internal and external customers.

BUSINESS CASE:
This is a state of good repair initiative to replace Citrix Netscalers, a type of network infrastructure technology that has exceeded its useful life. The lifecycle of the typical network infrastructure technology is four to seven years. Each year out of life cycle network infrastructure technology is replaced to maintain a state of good repair. Failure to act will result in issues with network performance and reliability as well as increasing the risk of outages. The overall design, security, and roadmap is reviewed for implementation of a long term secure and robust solution that supports business continuity.

COMMITTEE RECOMMENDATION:
This agenda item was presented and is recommended for approval by the Operations, Planning and Safety Committee on March 11, 2020.

EXECUTIVE SUMMARY:
This contract will provide for the replacement of network infrastructure technology that is past its useful life to ensure stable and reliable systems available to both internal and external customers.
SBE PARTICIPATION:
No SBE goal is assigned to this project. The prime contractor has established the Good Faith Efforts as required by the originating contracting entity. However, we will work with the prime contractor for a commitment towards small business participation.

PROCUREMENT:
The Authority will utilize the Department of Information Resources (DIR) contract #DIR-TSO-3680, held by Sirius Computer Solutions, Inc., to supply Software, including Software as a Service, Products and Related Services.

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

Purchases made using DIR contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the Citrix Netscaler Network Infrastructure Replacement was determined to be fair & reasonable by DIR’s organization during its solicitation and award process. Additionally, On December 30, 2019, a Request for Proposals was issued to seven (7) DIR vendors who are authorized to resell Citrix products and services through their respective DIR contracts. By the closing date of January 16, 2020, four (4) proposals were received. The evaluation team used the following factors in the evaluation of proposals:

1. The offeror’s demonstrated understanding of the project undertaking, the proposed performance of the work and the technical approach proposed by the offeror including the methodology, work plan and quality control plan.

2. The qualifications experience and past performance of the firm.

3. The qualifications of the project team members.

The proposal from Sirius Computer Solutions, Inc. was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price contract. The term of the Contract is a one-hundred and eighty (180) calendar days from notice to proceed, for Lump Sum pricing offered as follows.

<table>
<thead>
<tr>
<th>Description</th>
<th>Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citrix Netscaler Network Infrastructure Replacement</td>
<td>$170,974</td>
</tr>
</tbody>
</table>

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1101)
Network Infrastructure Replacement

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide adequate state of good repair to the network infrastructure technology.

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 Sirius Computer Solutions, Inc. to replace network infrastructure technology in an amount not to exceed $170,974.

________________________
Date: _____________________

Secretary of the Board
Eric Stratton
Approval of a resolution authorizing the President & CEO, or his designee, to approve an Interlocal Agreement with the City of Austin for the New Mover Program in an amount not to exceed $22,464.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to approve an Interlocal Agreement with the City of Austin for the New Mover Program in an amount not to exceed $22,464.

FISCAL IMPACT
Funding for this action is available in the FY2020 Operating Budget.

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

Strategic Objectives:
1.2 Ridership
1.3 Net Promoter Score /Customer Satisfaction
3.5 APTA Sustainability Program Index
4.1 Brand Reputation
4.4 Organizational Partner Satisfaction

EXPLANATION OF STRATEGIC ALIGNMENT:
This program supports the agency’s goal of encouraging alternate modes of transportation and ridership.

BUSINESS CASE:
Capital Metro has partnered with the City of Austin to coordinate Smart Trips Austin since 2015. The program has been successful in reducing single-occupancy vehicle trips and increasing active commuting trips within targeted neighborhood areas. The overall program goal is to reduce regional vehicle miles travelled and rush hour traffic peak, to reduce costs associated with adding and maintaining roadway capacity. Through ongoing program evaluation, staff have found program participants are more likely to increase active commuting behaviors (walk, bike, micro-mobility, carpool, vanpool, and/or transit) when moving to a new home or workplace. Capital Metro and City of Austin staff propose applying this knowledge by targeting the delivery of Smart Trips programming and outreach to those who have registered a new mailing address (“New Movers”) in the past year, to see if it increases the number of participants reporting an increase in active commuting habits.

COMMITTEE RECOMMENDATION:
This agenda item was presented and is recommended for approval by Finance, Audit and Administration Committee on May 15, 2020.
EXECUTIVE SUMMARY:
The New Movers program aims to reach people who have recently gotten a new home address in the Austin area and encourage them to try active modes of transportation. The City of Austin and Capital Metro are continuing to work on the program activities, but it is likely that a "New Mover" will receive walking, biking and transit maps, information, customized discounts for transit and micromobility providers, and invitations to active commuting activities (i.e., Smart Trips) and/or motivating interviewing appointments to help participants to develop a customized commuting plan.

While Smart Trips focuses on geographic location, the New Mover program will focus on stages of change opportunities. Those who have recently moved to a new home, new city or recently started a new job or school year are the *most* likely to consider a new commuting option. This program will focus on those most ready to consider a new commuting option by targeting those who have registered a new mailing address in the past 90 days.

The City of Austin received a grant from CAMPO of $255,000 to support the project with local matching funds from the City of Austin and Capital Metro in an amount of $22,464 each. The City of Austin administers the program and this agreement provides Capital Metro’s portion of the local matching funds.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Community Engagement
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS
STATE OF TEXAS
COUNTY OF TRAVIS
RESOLUTION (ID # AI-2020-1216)

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

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

WHEREAS, Capital Metro’s mission is to connect people, jobs and communities by providing high quality and sustainable transportation choices for communities in the Greater Austin area;

WHEREAS, the City established Smart Trips Austin as an active transportation encouragement program that aims to improve health and manage congestion by increasing walking, biking and use of Capital Metro’s public transit system, to access workplaces, schools, recreation, shopping and medical facilities (“Smart Trips Austin Program”);

WHEREAS, the City has undertaken New Movers as a new project under the Smart Trip Austin Program to assist recently relocated residents of Austin find sustainable transportation solutions (the “Project”);

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) provided a matching grant of $255,000 to support the Project, and the City and Capital Metro will each contribute $22,464 to support the Project; and

WHEREAS, Capital Metro has budgeted $22,464 for delivery of the Project.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metro Board of Directors authorizes the President & CEO, or his designee, to approve an Interlocal Agreement with the City of Austin for the New Mover Program in an amount not to exceed $22,464.
Secretary of the Board
Eric Stratton

Date: ________________________
Smart Trips ILA Update

May 2020
Program Goals

• Manage Congestion by encouraging residents to explore the city in new ways

- 5-10% Participation Rate
- 5-10% reduction in drive-alone trips
- 5-10% increase in active and shared trips
Program Components

Pre & Post Program Surveys + Transportation Toolkits

Local Ambassadors

Customized Events
2015 | North Austin

Percentage point reduction in drive-alone trips: 3.4

Percentage point increase in active and shared trips: 5
2016 | Central Austin

Percentage point reduction in drive-alone trips: 3.7

Percentage point increase in active and shared trips: 8.5
2017 | Central South

Percentage point reduction in drive-alone trips: 3.7
Percentage point increase in active and shared trips: 9
2018 | Central East

Percentage point reduction in drive-alone trips

Percentage point increase in active and shared trips
2019 | Eastside

Percentage point reduction in drive-alone trips: 9

Percentage point increase in active and shared trips: 12
Smart Trips ILA Update – New Movers 2021
Smart Trips ILA Update – New Movers 2021

• Capital Metro and City of Austin *each* contribute up to $150,000 annually

• In 2019, CAMPO provided a matching grant to **double** impact
  • $255,000 (or 85%) of annual program costs
  • Capital Metro and the City of Austin must provide $45,000 (or 15%) in one-time matching funds.

• ILA Amendment recognizes Cap Metro match of $22,500, bringing 2020-21 total contribution to $97,500
THANK YOU!
Interlocal Cooperation Agreement
between
Capital Metropolitan Transportation Authority
and
The City of Austin
(Smart Trips Austin – Newcomer Project)

This Interlocal Cooperation Agreement (the “Agreement”) is made by and between the City of Austin (“City”), a Texas home-rule city and municipal corporation, and Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (individually referred to as a “Party” and collectively referred to as the “Parties”), upon the premises for consideration stated herein.

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party’s monetary obligations are for the performance of the government functions or services and are payable from the current revenues appropriated and available for the performance of those functions or services.

RECITALS:

WHEREAS, Capital Metro’s mission is to connect people, jobs and communities by providing high quality and sustainable transportation choices for communities in the Greater Austin area;

WHEREAS, the City established Smart Trips Austin as an active transportation encouragement program that aims to improve health and manage congestion by increasing walking, biking and use of Capital Metro’s public transit system, to access workplaces, schools, recreation, shopping and medical facilities (“Smart Trips Austin Program”);

WHEREAS, the City has undertaken a new project under the Smart Trip Austin Program to assist recently relocated residents of Austin find sustainable transportation solutions (the “Project”);

WHEREAS, Capital Metro recognizes the value of the Project because it will improve health and manage congestion by increasing walking, biking and use of Capital Metro’s public transit system, to access workplaces, schools, recreation, shopping and medical facilities;

WHEREAS, Capital Metro would like to contribute $22,464.00 to be used by the City towards the completion of the Project (the “Contribution”);

WHEREAS, the Project is a governmental function or service that each Party is authorized to perform individually;

WHEREAS, the Austin City Council authorized negotiation and execution of the Agreement by Ordinance No. 20191017-020 which is attached hereto as Attachment A; and
WHEREAS, Capital Metro’s Board of Directors authorized the finalization and execution of the Agreement by resolution which is attached hereto as Attachment B.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. **Purpose.** The purpose of the Agreement is to provide the terms, rights, and duties of the Parties as they relate to the Contribution.

2. **Effective Date.** The Effective Date of this Agreement shall be the date of the last Party to sign this Agreement.

3. **Term.** The term of this Agreement shall begin on the Effective Date and terminate at the end of first quarter of Capital Metro’s fiscal year 2021. Capital Metro’s obligations under Section 4 of this agreement shall survive the termination of this Agreement.

4. **Financial Obligations.**

   4.1. Capital Metro will provide funding for the Project in a total amount not to exceed $22,464.00.

   4.2. Capital Metro will draw the Contribution from non-federal revenue and remit the Contribution to the City in one lump sum payment no later than the end of the first quarter of Capital Metro’s fiscal year 2021.

   4.3. In accordance with section 791.011(d) of the Act, Capital Metro will make payments related to the Contribution from current available revenue.

5. **Project Management.** A single point of contact from the City (the “City SPOC”) and Capital Metro (the “Capital Metro SPOC”) will establish the broad strategies and parameters of the Project, including the selection of engagement tools, marketing materials and neighborhood engagement events, and to assist with oversight of the Project on an ongoing basis.

   Capital Metro SPOC contact information is:

   Lonny Stern  
   Community Engagement Coordinator  
   Capital Metropolitan Transportation Authority  
   2910 E. 5th St.  
   Austin, Texas 78702  
   (512) 389-7509  
   lonny.stern@capmetro.org
The City SPOC contact information is:

Cari Buetow  
City of Austin, Business Process Consultant  
Austin Transportation Department  
901 S. MoPac Expressway, Building 5, Suite 300  
Austin, Texas, 78746  
(512) 974-6368  
cari.buetow@austintexas.gov

6. **Liability.** To the extent allowed by Texas law, each Party agrees that it is responsible for its own proportionate share of any liability for its negligent acts or omissions for claims, suits and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will be not be deemed a negligent act.

7. **Default.** A Party shall be in default under this Agreement if it fails to fully, timely, and faithfully perform any of its material obligations which are expressly stated in this Agreement. In the event of default, the non-defaulting party may pursue all available legal and equitable remedies, subject to the dispute procedure set forth in this Agreement.

8. **Entire Agreement.** This Agreement represents the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

9. **Amendments.** The Austin City Manager and Capital Metro’s President/CEO or their designee will have the authority to negotiate and execute amendments to this Agreement without further action by the Austin City Council and Capital Metro Board of Directors to the extent necessary to implement and further the clear intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of this Agreement’s terms and conditions or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to this Agreement must be approved by each Party’s governing body.

10. **Dispute Resolution.**

   10.1. If a disagreement between the Parties arises regarding the Project or any other requirement or provision of this Agreement, it shall be referred as soon as possible to the City SPOC and the Capital Metro SPOC for resolution.

   10.2. Should any dispute arise between the Parties to this Agreement that cannot be resolved by the City SPOC and the Capital Metro SPOC, the Parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either
Party may make a written request for a meeting between representatives of each Party within ten (10) days after receipt of the request or such later period as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of such a meeting and any subsequent meeting with respect to such a dispute shall be to attempt in good faith to negotiate a resolution of the dispute. If, within twenty (20) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, the Parties will, upon written notice of one Party to the other Party, given within ten (10) days following the expiration of such twenty (20) day period (a “Request for Mediation”), proceed directly to non-binding mediation as described below.

10.3. If the efforts to resolve such dispute through negotiation fail within the period set forth in the foregoing section, or the City and Capital Metro each waive the negotiation process, the Parties may select, within twenty (20) days after the date of the Request for Mediation or mutual waiver of negotiation, as applicable, a mediator trained in mediation skills to assist with resolution of the dispute. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within twenty (20) days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The mediation shall take place in Austin, Texas. The Parties agree to participate in mediation in good faith for up to thirty (30) days from the date of the first mediation session. The Parties shall share the costs of the mediator equally. In the absence of a separate written agreement of the Parties to the contrary, the results of this mediation shall not be binding on either of the Parties.

11. Notices. Notices to either Party shall be in writing, and may be either hand-delivered, e-mailed, or sent by certified or registered mail, postage paid, return receipt requested to the addresses below. If sent to the Parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery, at the date and time of an e-mail sent to the other party, and three days after deposit in the U.S. mail in case of mailing.

**Capital Metro:**

Lonny Stern  
Coordinator Special Projects, Community Engagement  
Capital Metropolitan Transportation Authority  
2910 E. 5th St.  
Austin, Texas 78702  
lonny.stern@capmetro.org  
(512) 389-7509
With copies to:

Jackie Nirenberg  
Manager, Community Engagement  
Capital Metropolitan Transportation Authority  
2910 E. 5th St.  
Austin, Texas 78702  
jackie.nirenberg@capmetro.org  
(512) 369-6201

Kerri L. Butcher  
Executive Vice President, Chief of Staff, Chief Counsel and External Affairs  
Capital Metropolitan Transportation Authority  
2910 E. 5th St.  
Austin, Texas 78702  
kerri.butcher@capmetro.org  
(512) 369-6287

The City:

Cari Buetow  
Business Process Consultant  
Austin Transportation Department  
901 S. MoPac Expressway, Building 5, Suite 300  
Austin, Texas, 78746  
cari.buetow@austintexas.gov  
(512) 974-6368

With copies to:

Spencer Cronk  
City Manager  
City of Austin  
301 W. 2nd Street, 3rd Floor  
Austin, Texas 78701  
(512) 974-2435

Sean Creegan  
Assistant City Attorney  
City of Austin  
301 W. 2nd Street, 4th Floor  
Austin, Texas 78701  
sean.creegan@austintexas.gov  
(512) 974-2268

Page 5 of 10
12. **General Provisions.**

12.1. **Good Faith.** The Parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other Parties, and maintain at all times formal representatives to serve as points of contact for communications.

12.2. **Alteration.** This Agreement may not be altered, amended, or modified except with written agreement from all of the Parties.

12.3. **Cost for Preparation.** Each Party will be responsible for all costs and expenses associated with the preparation and adoption of this Agreement and future actions related thereto.

12.4. **Counterparts.** This Agreement may be executed in multiple counterparts which, taken together, will collectively constitute a single agreement.

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

12.6. **Venue and Applicable Law.** This Agreement will be performed and enforced in Travis County, Texas, and will be construed in accordance with the laws of the State of Texas and the United States of America. Venue with respect to all disputes resides with the county or district courts of Travis County, Texas. All rules, regulations, and other requirements imposed by local, state, or federal law apply to the performance of the Parties under this Agreement.

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

12.8. **Severability.** If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, provision, or regulation of this Agreement.
12.9. **Relationship of the Parties.** Nothing in this Agreement shall be construed to create a joint venture or partnership between the Parties or an employee/employer or agency relationship. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

*[The remainder of this page was intentionally left blank. Signatures on the following page]*
EXECUTED and effective on the date of the last signature.

CITY OF AUSTIN:

By: _____________________________
Date: ____________________________
Name: Gina Fiandaca
Title: Assistant City Manager

Approved to form:

By: _____________________________
Name: ____________________________
Title: Assistant City Attorney

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____________________________
Date: ____________________________
Name: ____________________________
Title: _____________________________
Attachment A

City Council Action
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Netronix Integration, Inc. for the purchase and installation of 89 cameras and supporting equipment at the Bus Rapid Transit (BRT) Stations in an amount not to exceed $327,965.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Netronix Integration, Inc. for the purchase and installation of 89 cameras and supporting equipment at the Bus Rapid Transit (BRT) Stations in an amount not to exceed $327,965.

FISCAL IMPACT:
Funding for this action is available in the FY2020 Capital Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
• Enhancing Safety and Security
• High Quality Customer Experience

Strategic Objectives:
• Safety
• Increased Ridership
• Cost Reduction

EXPLANATION OF STRATEGIC ALIGNMENT:
The project enhances the safety and security of the BRT stations which promotes a culture of safety in alignment with the Capital Metro Strategic plan. The safety and security enhancements for BRT stations demonstrate to our customers and employees that Capital Metro is taking the necessary steps to mitigate risk and continually improve safety and security.

BUSINESS CASE:
Adding cameras at 89 BRT stations will add business value by providing real-time information from the BRT stations that will allow the agency to make critical decisions that will impact Capital Metro business operations. This information helps Capital Metro’s Operation Control Center to make better decisions that will impact our service efficiency and customer experience on our service, which in turn increases ridership and provides options for cost reduction through those efficiencies.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval by the Operations, Planning and Safety Committee on May 15, 2020.
EXECUTIVE SUMMARY:
Capital Metro and our service providers employ close to 2,500 people who serve thousands of customers every day. The safety and security of both our customers and employees is a priority for Capital Metro. It is our responsibility to mitigate any security vulnerability as much as practicable. The scope of this project is to install 89 cameras at the BRT stations that will provide real time and recorded information.

The design and installation done by Netronix Integration, Inc. will meet the overall strategic objectives of Capital Metro and goals of the project. Based on technical experience needed and requirements of the scope, Netronix offered a best value purchase.

SBE PARTICIPATION:
No SBE goal is assigned to this procurement due to limited subcontracting opportunities. Netronix Integration met the requirements of the originating contracting entity. However, Capital Metro will work with the prime contractor to look for any potential subcontracting opportunities in the project.

PROCUREMENT:
The contract will utilize the Houston-Galveston Area Council (H-GAC) Contract No. SE05-20 held by Netronix Integration, Inc. for Video Surveillance, Access Control, and Security Fencing Systems.

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

Purchases made using H-GAC contracts satisfy otherwise applicable competitive bidding requirements. Pricing to provide and install video surveillance cameras for Capital Metro’s Bus Rapid Transit Stations was determined to be fair & reasonable by the H-GAC organization during its solicitation and award process.

The following is Netronix Integration, Inc. lump sum pricing per their H-GAC contract:

<table>
<thead>
<tr>
<th>Description</th>
<th>Netronix Integration, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lump Sum Amount to Provide Video Surveillance Systems (Cameras) for 89 Bus Rapid Transit Stations.</td>
<td>$327,965.00</td>
</tr>
</tbody>
</table>

The contract is a fixed price contract.

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

STATE OF TEXAS
COUNTY OF TRAVIS
RESOLUTION (ID # AI-2020-1230)
Bus Rapid Transit Station Cameras

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to ensure the safety and security of employees and customers; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to install cameras at 89 Bus Rapid Transit stations.

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 Netronix Integration Inc. for purchasing and installing cameras at the Bus Rapid Transit Stations in an amount not to exceed $327,965.

________________________
Date: _____________________

Secretary of the Board
Eric Stratton
Approval of a resolution approving the Capital Metro Public Transportation Agency Safety Plan ("the Plan"), authorizing the President & CEO to approve the Plan, and setting a program to provide relevant and useful information to the Board of Directors.
SUBJECT:
Approval of a resolution approving the Capital Metro Public Transportation Agency Safety Plan ("the Plan"), authorizing the President & CEO to approve the Plan, and setting a program to provide relevant and useful information to the Board of Directors.

FISCAL IMPACT
This action has no fiscal impact.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Experience

Strategic Objectives:
1.1 Safety & Risk: Promote a culture of safety and manage safety-related risk

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

BUSINESS CASE:
The Public Transportation Agency Safety Plan (PTASP) final rule (49 C.F.R. Part 673) requires certain operators of public transportation systems that are recipients or sub-recipients of Federal Transit Administration (FTA) grant funds to develop safety plans that include the processes and procedures necessary for implementing Safety Management Systems or SMS. The final rule became effective on July 19, 2019. Each transit operator is required to certify that it has a safety plan meeting the requirements of the rule by July 20, 2020.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on May 22, 2020.

EXECUTIVE SUMMARY:
To ensure Capital Metro meets the FTA’s PTASP requirements and provides its employees and service providers with an industry-leading, actionable plan, each of Capital Metro’s departments and service providers played a role in the plan’s development. Our collaborative efforts made certain that we not only met expectations established by the FTA but strengthened our continued efforts to provide Austin and neighboring communities with the safest transportation options.

A SMS is a comprehensive, collaborative approach to managing safety. It brings management and labor together to control risk better, detect and correct safety
problems earlier, share and analyze safety data more effectively, and measure safety performance more precisely. Implementation of SMS allows an organization to adapt to change, increasing complexity, fluctuations in resources, and changes in employee skills and experience.

An effective SMS offers many benefits, including: Accountability for the management of safety throughout the highest levels of the transit agency; Collaboration between management and labor to ensure agreement on safety risk priorities; Structured and strategic decision making for safety resource allocation; Enhanced safety performance through proactive safety risk analyses; Increased confidence in safety risk controls through safety assurance; Partnership and knowledge sharing between public transportation agencies, state agencies, and FTA; A positive safety culture that supports safety communication and reporting.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1237)
PTASP Policy Approval

WHEREAS, the Federal Transit Administration has requires the Capital Metropolitan Transportation Authority to establish a Safety Management Policy; and for its Accountable Executive and Board of Directors to approve its safety plan.

WHEREAS, the purpose of this policy is to establish Capital Metropolitan Transportation Authority’s commitment to implementing, developing and improving strategies, management systems and processes to ensure that Capital Metro’s systems uphold the highest level of safety performance and meet regulatory standards.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the Public Transportation Agency Safety Plan (“the Plan”) is approved, authorizes the President & CEO to approve the Plan, and sets a program to provide relevant and useful information to the Board of Directors.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
To Whom Does The PTASP Apply?

- Recipients or sub-recipients of financial assistance under 49 USC § 5307 that operate a public transportation system
- Large bus operators (operating more than 100 vehicles in peak revenue service)
- Rail transit agencies
- Small bus operators
PTASP | General Requirements

• Each plan must include, at a minimum:
  – Approval by the agency’s Accountable Executive and Board of Directors (or equivalent)
  – Designation of a Chief Safety Officer
  – Establishment and documented processes of the agency’s Safety Management Systems
  – Employee Safety Reporting System Program
  – Safety-related performance targets based on measures established in FTA’s National Public Transportation Safety Plan
  – Process and timeline for conducting an annual review and update of the plan
What is Safety Management Systems?

Safety Management Systems (SMS) is a formal, top-down, organization-wide approach to managing safety risks and assuring the effectiveness of safety risk mitigations. SMS helps a transit agency focus its safety management efforts by ensuring that:

- Senior management has access to the information necessary to strategically allocate resources based on the unique safety priorities of the specific transit agency
- Lines of safety decision-making accountability are established throughout the organization to support the resolution of safety concerns and thus promote a proactive safety culture
- Transit agencies address organizational factors that may lead to safety breakdowns, identify system-wide trends in safety, and manage hazards before they result in accidents or incidents
SMS Principles

Safety Management Policy

Safety Risk Management

Safety Assurance

Safety Promotion
Safety Management Policy

Six crucial elements of a safety policy statement:

1. Signed by the highest executive in the agency, and board of directors.
2. Clear statement about the provision of resources for the management of safety necessary for service delivery.
3. Safety reporting procedures.
4. Conditions under which exemptions from disciplinary action would be applicable.
5. Unacceptable operational behaviors.
6. Communication, with visible endorsement, throughout the transit agency.
Safety Risk Management

- Identify hazards
- Assess hazards and associated risks
- Mitigate hazards, reduce risk
Safety Assurance

- Monitor and measure safety performance
- Management of change
- Continuous improvement
Safety Promotion

- Comprehensive safety training program
- Safety communication
Introduction

Through the Moving Ahead for Progress in the 21 Century Act (MAP-21) and the Fixing America’s Surface Transportation Act (FAST Act), Congress requires operators of public transportation systems that receive Federal Transit Administration (FTA) funds to develop and implement a Public Transportation Agency Safety Plan (PTASP). The rule takes effect on July 19, 2019 after which affected public transportation agencies will have one year to certify the initial establishment of their safety plans. The plan then must be updated and certified by the transit agency annually.

As the transit agency in Austin, Texas; Capital Metropolitan Transportation Authority (Capital Metro) is pleased to submit this Public Transportation Agency Safety Plan (PTASP) to the Federal Transit Authority (FTA).

I. Transit Agency Information

<table>
<thead>
<tr>
<th>Transit Agency Name</th>
<th>Capital Metropolitan Transportation Authority (Capital Metro)</th>
</tr>
</thead>
</table>
| Transit Agency Address | 2910 East 5th Street  
Austin, Texas 78702 |
| Name and Title of Accountable Executive | Randy Clarke, President and Chief Executive Officer  
Capital Metropolitan Transportation Authority |
| Name of Chief Safety Officer or SMS Executive | Gardner Tabon, Vice President  
Safety, Risk Management, and Accessible Services Management |
| Modes of Service Covered by this Plan | Fixed Route Bus, Demand Response |
| List all FTA Funding Types | Fixed Route Bus: 5307, 5309, 5310, 5339(a), 5339(b), 5339(c)  
Demand Response: 5307 |
| Modes of Service Provided by the Transit Agency (Directly operated or contracted service) | Fixed Route Bus, Demand Response, Rail |
| Does the agency provide transit services on behalf of another transit agency or entity? | Yes  
Negotiated contract. The Buyer (City of Round Rock, Texas) pays the Seller (Capital Metro) a negotiated fixed rate per unit of service. |
| Name and Address of Transit Agency(ies) or Entity (ies) for which service is provided | City of Round Rock  
Administration Department  
221 East Main Street  
Round Rock, TX 78664 |
II. Plan Development, Approval, and Updates

<table>
<thead>
<tr>
<th>Name of Entity that Drafted this Plan</th>
<th>Capital Metropolitan Transportation Authority (Capital Metro)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature by the Accountable Executive</td>
<td>Signature of Accountable Executive</td>
</tr>
<tr>
<td>Approval by the Board of Directors or an Equivalent Authority</td>
<td>Name of Individual/Entity That Approved This Plan</td>
</tr>
<tr>
<td>Certification of Compliance</td>
<td>Name of Individual/Entity That Certified This Plan</td>
</tr>
</tbody>
</table>

**Relevant Documentation (title and location)**

**Annual Review and Update of the Public Transportation Agency Safety Plan**

*Describe the process and timeline for conducting an annual review and update of the PTASP.*

Capital Metro will conduct continuous and ongoing review of the PTASP components prior to the recertification due date. The following activities will take place during each annual PTASP update:

- **Performance Targets:** Capital Metro’s Joint Health and Safety Committee (JHSC) – Bus-Paratransit will review performance targets and goals on a monthly basis; including but not limited to leading and lagging indicators. The Safety Management Systems Committee (SMSC), which will meet to review agency progress toward meeting safety performance targets and review JHSC recommendations, will work with the JHSC-Bus and Paratransit, if necessary, to adjust or revise recommendations before presenting them to the Senior Management Team Safety Committee (SMTSC) for review and/or approval.

- **Hazard Assessment, Risk, and Mitigation:** Capital Metro will conduct an update of its identified safety hazards, risks, and mitigations to reflect the current safety concerns faced by the agency on a recurring basis.

- **Trainings:** Capital Metro will periodically update required trainings for agency staff and personnel. These trainings will reflect relevant safety concerns identified through evaluation of agency performance targets by the JHSC-Bus and Paratransit, the SMSC, and the SMTSC.

- **Executives, Management, and Staff:** Capital Metro will provide a list of executives, management, and staff that comprise the JHSC-Bus and Paratransit, the SMSC, and the SMTSC, as these committees are responsible for overseeing the safety plan’s development and implementation. Any changes to staff, management, and executives who sit on the JHSC, the SMSC, or the SMTSC will also be annually updated.

Finally, the PTASP will be updated any time significant changes are made to the activities, information, or processes required by Part 673. All updates to the PTASP will receive a signature from the Accountable Executive. Capital Metro will certify that the updates to the PTASP comply with Part 673.
III. Safety Performance Targets

<table>
<thead>
<tr>
<th>Mode of Transit Service</th>
<th>Fatalities (Rate per 100,000 revenue miles)</th>
<th>Injuries (Rate per 100,000 revenue miles)</th>
<th>Safety Events (Rate per 100,000 revenue miles)</th>
<th>System Reliability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route Bus</td>
<td>0.00</td>
<td>0.35</td>
<td>0.20</td>
<td>5,500 miles between road calls</td>
</tr>
<tr>
<td>Demand Response</td>
<td>0.00</td>
<td>0.25* per 10,000 miles</td>
<td>0.08</td>
<td>20,000 miles between road calls</td>
</tr>
</tbody>
</table>

*Demand Response injury performance target is a rate of injuries per 10,000 miles.

Definitions

FTA has defined safety events in Title 49 CFR Part 674 as follows:

- **Accidents**: an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of public transportation vehicles.
- **Incidents**: an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Occurrences**: an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

IV. Safety Management Policy

Safety Management Policy

Safety is the first priority. Capital Metro is committed to developing, implementing, and improving strategies, management systems and processes to ensure that all Capital Metro systems uphold the highest level of safety performance and meet regulatory standards. *Capital Metro dedicates resources such as people and funding to support the commitment to safety. All levels of management, employees and service providers are accountable for meeting this commitment.* Capital Metro’s commitment is to:

- Develop and create a safety culture in all Capital Metro transportation systems that recognizes the importance and value of effective safety management and acknowledges at all times that safety is important;
- Clearly define for all staff their accountabilities and responsibilities for the development and delivery of safety strategy and performance;
- Minimize the risks associated with all modes of transportation to a point that is as low as reasonably practicable/achievable;
- Actively develop and improve Capital Metro safety processes to conform to or above regulatory standards;
- Ensure that all staff are provided with adequate and appropriate safety information and training;
• Establish and measure Capital Metro safety performance against realistic goals and objectives;
• Continually improve safety performance;
• Conduct safety audits to ensure relevant action is taken to minimize risks and hazards; and
• Ensure that the application of effective safety management systems is integral to all applicable modes of transportation, with the objective of achieving the highest levels of safety standards and performance.

Refer to the Capital Metro Safety Policy Statement.

Safety Management Policy Communication

Safety Management Policy is the foundation of an agency’s Safety Management Systems (SMS). When the policy has been approved and promulgated at Capital Metro, the legal team will distribute it via e-mail for comments and review by the workforce. The policy will then be added to the policy matrix on SharePoint where it can be viewed by all Capital Metro employees.

Capital Metro has developed a Safety Management Policy that complies with SMS requirements. The Safety Management Policy Statement is communicated throughout the organization with visible endorsement by Capital Metro’s CEO. The SMS communication channels have been established through the various safety committees: SMTSC, SMSC, and JHSC – Bus and Paratransit. These safety committees work collaboratively with management to establish a risk aware culture throughout the agency. Capital Metro will also include managers and leaders in efforts to communicate the policy to avoid mixed messages or misunderstanding.

Capital Metro will adopt a combination of the following methods among others to communicate Safety Management Policy across the agency:

• **Posters**: design posters for the Safety Management Policy in a readable and easy to understand format. They will be placed at employee work areas and shared with Capital Metro service providers.
• **Videos**: develop videos to introduce and explain the Safety Management Policy. The videos can be played at safety meetings, new employee orientations, and on designated TV monitors throughout our facilities (Timepoint TV).
• **Email Messages**: distribute information about Safety Management Policy through all-staff emails and inform service providers to share the messages with their staff as well.
• **Training Materials**: create Safety Management Policy training material, to be shared at new employee orientation, distributed to existing employees via email, and reviewed with employees during employee safety meetings.
• **Job or Position Descriptions**: either add reference or tweak the existing job or position description to include Safety Management Policy in order to reinforce the importance of compliance.
• **Special Sessions**: conduct special sessions with Board of Directors to review the Safety Management Policy and discuss SMS implementation.

Capital Metro will ensure that communications about Safety Management Policy includes realistic expectations. For instance, before distributing any information about the Safety Management Policy, Capital Metro would consider if the language in the document portrays what the agency thinks it means to all intended audiences, as well as if the agency is able to consistently deliver the outcomes.
as promised. Capital Metro will ensure the ability to demonstrate the communication effort through documentation and recordkeeping.

### Authorities, Accountabilities, and Responsibilities

<table>
<thead>
<tr>
<th>Role</th>
<th>Details</th>
</tr>
</thead>
</table>
| Accountable Executive                     | Capital Metro identified its CEO as the SMS Accountable Executive and the CEO has approved the Safety Management Policy Statement. The CEO is accountable for ensuring that the agency’s SMS is effectively implemented, and that action is taken, as necessary, to address substandard performance in the agency’s SMS. The CEO’s responsibilities as an Accountable Executive include:  
   - Champion safety for the agency and drive decision-making  
   - Authorize policy and resource decisions and determine the organization’s priorities.  
   - Promote open lines of communication about risks across organizational business units.  
   The CEO may delegate specific responsibilities. |
| Chief Safety Officer / SMS Executive      | The CEO of Capital Metro (Accountable Executive) has designated the Vice President for Safety, Risk Management and Accessibility Services Management as the SMS Executive as well as the Chief Safety Officer (CSO). The CSO and SMS Executive have the authority and responsibility for day-to-day implementation and operation of Capital Metro’s SMS. The CSO and SMS Executive will hold a direct line of reporting to the CEO and are responsible for oversight of Capital Metro’s safety function and management of the SMS function during SMS implementation.  
   Responsibilities will include:  
   - Providing leadership to senior management,  
   - Collection and analysis of safety information,  
   - Hazard identification and safety risk evaluation activities,  
   - Monitoring safety risk mitigations,  
   - Providing periodic reports on safety performance,  
   - Advising senior management on safety matters,  
   - Briefing the CEO and Board of Directors on SMS implementation progress,  
   - Maintaining safety management documentation, and  
   - Planning and organizing safety training. |
| Agency Leadership and Executive Management | Other than the Accountable Executive, CSO and SMS Executive, other executives have safety requirements in the performance management plans and responsibilities under the Strategic Plan. The Senior Management Team Safety Committee (SMTSC) will ensure the incorporation of safety management practices in their functional areas daily, as well as take ownership of the SMS, and confirm that staff understands the benefits of effective safety management and their individual impacts to functional processes. |
The Safety Management Systems Committee (SMSC) has been identified as the SMS coordination committee. It will support SMTSC by serving as subject matter experts of their operational area during SMS implementation. The SMSC will also provide expertise on how to adapt existing practices for the SMS, identify and develop employee safety reporting tools, and identify data and information resources.

The Joint Health and Safety Committee (JHSC) also serve as key staff for safety reporting, communication, mitigation, and monitoring.

### Employee Safety Reporting Program

**Employee Safety Reporting System (ESRS)**

There are multiple options available to all direct and service provider employees who seek to report safety concerns at Capital Metro. Employees may call a safety reporting hotline, which provides an opportunity to leave an anonymous report. Employees can also provide a written report of the concern. Employees can provide their contact information if they wish to be kept updated on how the issue was addressed. These messages are reviewed within 24 business hours.

The primary gateway, however, to the ESRS is through an online web form that is available to employees through the Capital Metro intranet site. This online web form is designed to be anonymous but provides employees with the opportunity to create a user account, so they can follow up with the resolution of the issues.

**Close-Call Reporting**

Both fixed route bus and demand response operators can report close-call events, which are defined as events that could have resulted in personal injury, property damage, or environmental damage, but did not.

**Fixed Route Bus**

All fixed route buses are equipped with an OrbStar mobile data terminal. This system allows for the reporting of the following five pre-set categories of close call: pedestrian/bicycle, fixed object, vehicle, scooter, and other. When a close-call event occurs, the vehicle operator presses the appropriate button, and a record is created in the OrbCAD database. This record contains the type of close-call, the location and time of the incident, route number and transit vehicle number. The radio controller follows up with the vehicle operator who experienced the close-call and documents the close-call event, gathering further details. This information is then added to the record.

**Demand Response**

No automated onboard reporting system currently exists for reporting close-call events experienced by demand response vehicle operators. Close-calls are reported via transmission by demand response vehicle operators in real time. This initial event report is supplemented by performing a series of procedures like a site evaluation with photographs and site diagrams, then putting the information into their manifest.
WHAT TO REPORT AND WHAT NOT TO REPORT

ESRS
ESRS reports can include any safety concern that is reported by any direct or service provider employee. While it is primarily designed to capture non-close-call safety events/concerns, it can also be used for this type of reporting.

Close-Call Reporting
Close-call (also called near miss) events are those where a public transit vehicle comes into close contact with a person, vehicle, or a fixed object. Only these types of events are reported in the close-call system.

PROTOCOL FOR DEALING WITH REPORTED ISSUES

ESRS
Safety issues that are submitted via a hotline are entered into the online form by Capital Metro safety staff, where all issues are compiled into a web database. Capital Metro safety staff reviews all safety issues, and places each into one of the following categories: Equipment Hazard, Facility Hazard, Personnel Hazard, Route Hazard, Yard Hazard, or Other.

Capital Metro safety staff then assigns an individual or organization that is responsible for addressing the reported issue. This responsible party can either be a direct or service provider employee(s) or could be a partner agency like the City of Austin.

Close-Call Reporting
Fixed Route Bus
Every week, the service provider sends all safety issues to Capital Metro safety staff, who manually enter these issues into a master database containing all close-call events from OrbCAD and any other source.

Demand Response
Once demand response operators report close-call events, they are sent to Capital Metro safety staff where they were combined with Fixed Route bus close-call events in the master database.

Reported safety issues are analyzed, acted upon and resolved using a multidisciplinary and/or cross functional approach.

EMPLOYEE FEEDBACK

ESRS
Individuals reporting issues through the ERS have the option to receive updates on the status of their concerns by providing their contact information. Those individuals choosing to report through the online web form can create a user account, which will allow them to log into the system anytime to check on progress toward issue resolution.
Employees may also report their concerns anonymously and may learn the resolution of their concern via periodic reports posted on Timepoint TV as well as on the company intranet.

The goal is to have the issue resolved within fourteen days of the initial report date. The issue remains open until it is resolved, at which time it is closed. The Capital Metro safety committees also periodically review the ERS data for trends and communicates these to all employees through various communication channels, the most significant of which is face-to-face meetings.

Close-Call Reporting
Capital Metro does not have a formal process for providing employee or service providers’ feedback regarding close-call events. Close-call reports are reviewed on a case-by-case basis, to determine if follow up discussions with Capital Metro or service provider representatives need to occur.

BEHAVIORS NOT EXEMPT FROM DISCIPLINARY ACTION
The ESRS (including the close-call reporting system) is designed to be non-punitive. However, there are instances where reported behaviors are not exempt from disciplinary actions. These actions are evaluated by Capital Metro safety staff, who may determine that the behavior violates existing Capital Metro policies. If this determination is made, disciplinary action may be taken against the policy violators. To ensure compliance, the Safety Management Systems Committee will conduct safety assurance activities as it relates to adherence to the Capital Metro Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion and its subcomponents. See Figure 1.

Figure 1. Capital Metro Safety Compliance Committee and Subcommittee Structure

If and when it is determined that disciplinary action is necessary, the process outlined in Capital Metro Disciplinary Policy HCR-516, which defines a company-wide process for consistent actions for discipline, corrective action and development of employees, is followed. If disciplinary action is necessary for a service provider employee, the service provider’s disciplinary policy applies.
COLLABORATION WITH LABOR UNIONS

Union members are invited to all Capital Metro Safety Meetings in which safety concerns and/or issues are reviewed and/or discussed. Capital Metro does not handle disciplinary issues of the service provider workforce. The service provider is responsible for the discipline of their employees.
V. Safety Risk Management

### Safety Risk Management Process

<table>
<thead>
<tr>
<th>SAFETY HAZARD IDENTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capital Metro Safety Hazard Identification Process</strong></td>
</tr>
<tr>
<td>Capital Metro has an established program for hazard identification and analysis to identify and address hazards before they escalate into incidents or accidents. The existing hazard identification sources include:</td>
</tr>
<tr>
<td>- Employee Reporting System</td>
</tr>
<tr>
<td>- Close Call Reporting</td>
</tr>
<tr>
<td>- Quality Assurance/Quality Control Inspections</td>
</tr>
<tr>
<td>- Internal Audits</td>
</tr>
<tr>
<td>- Accident Reporting and Review</td>
</tr>
<tr>
<td>- Safety Committee Reviews</td>
</tr>
<tr>
<td>- Hazard Tracking Log - maintained for each mode</td>
</tr>
<tr>
<td>- Customer and Community Feedback</td>
</tr>
<tr>
<td>- Inertia-Based Camera Systems (On-Board Monitoring System)</td>
</tr>
</tbody>
</table>

The reporting methods include hotlines, web-based reporting systems, form-based reporting systems, and direct reporting to management. The Capital Metro ERS and Close Call System are applicable to both direct and service provider employees. To increase participation from all employees and service providers, Capital Metro has developed a communication plan for ERS.

The service providers also conduct routine inspections of vehicles, facilities, and equipment to identify safety issues that can be addressed. Much of this process is outlined in the scope of services in their contracts. Additionally, service providers conduct monthly safety meetings and Capital Metro may send a representative to attend.

Capital Metro has implemented Hazard Tracking Logs (HTLs) that are utilized by the safety committees to track identified hazards to resolution (Figure 2). The HTLs provide system safety progress visibility, and derived system safety requirement traceability for use in progress reports and system safety working group meetings. It is used to track each hazard to closure. Each HTL contains a:

- Hazard Number
- Date Identified
- Description of Hazard (including failure effect)
- Initial Hazard Assessment (Severity + Probability = Risk)
- Recommendation(s) for Corrective Action
The hazard logs are first analyzed at the corresponding JHSC. They are then further analyzed and discussed at the SMSC and SMTSC. This process is documented in the safety committee charters.

As appropriate, subject matter experts from relevant departments are involved in Capital Metro’s hazard analysis. The SMSC includes representatives from across the organization that are involved in the hazard analysis. Subject matter experts from the Capital Metro and the Capital Metro service providers participate and collaborate in the analysis of identified hazards.

When analyzing hazards, Capital Metro considers human factors, environment, equipment, supervision, and organizational elements. All safety hazards are categorized to identify the causal factors. These factors may include route hazards, personnel hazards, and so on. Capital Metro also implemented an improved approach to the equipment/facility inspection process and tracking to better identify and address the environmental concerns and organizational hazards that may exist.
SAFETY RISK ASSESSMENT

Capital Metro Safety Risk Assessment Process

Capital Metro has developed and adopted safety risk matrices for probability and severity, as well as evaluated safety risks associated with service delivery operations. Safety hazards are prioritized according to the severity categories in Table 1. Capital Metro has also established criteria for the elevation of evaluated safety risks to the SMTSC. This committee routinely reviews hazard logs and other safety data reports.

To determine the appropriate severity category for a given hazard, Capital Metro will identify the potential for death or injury, environmental impact, or monetary loss. A given hazard may have the potential to affect one or all areas.

Table 1. Severity Categories

<table>
<thead>
<tr>
<th>SEVERITY CATEGORIES</th>
<th>Severity Category</th>
<th>Mishap Result Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Catastrophic</td>
<td>1</td>
<td>Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding $10M.</td>
</tr>
<tr>
<td>Critical</td>
<td>2</td>
<td>Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding $1M but less than $10M.</td>
</tr>
<tr>
<td>Marginal</td>
<td>3</td>
<td>Could result in one or more of the following: injury or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding $100K but less than $1M.</td>
</tr>
<tr>
<td>Negligible</td>
<td>4</td>
<td>Could result in one or more of the following: injury or occupational illness not resulting in a lost work day, minimal environmental impact, or monetary loss less than $100K.</td>
</tr>
</tbody>
</table>

Capital Metro also assesses the probability of an occurrence of a mishap using the guidance shown in Table 2. Probability Level F is used to document cases where the hazard is no longer present. No amount of doctrine, training, warning, caution, or Personal Protective Equipment (PPE) can move a mishap probability to Level F.

Table 2. Probability Levels

<table>
<thead>
<tr>
<th>PROBABILITY LEVELS</th>
<th>Level</th>
<th>Specific Individual Item</th>
<th>Fleet or Inventory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequent</td>
<td>A</td>
<td>Likely to occur often in the life of an item.</td>
<td>Continuously experienced.</td>
</tr>
<tr>
<td>Probable</td>
<td>B</td>
<td>Will occur several times in the life of an item.</td>
<td>Will occur frequently.</td>
</tr>
</tbody>
</table>
Occasional | C | Likely to occur sometime in the life of an item. | Will occur several times.
Remotenothing | D | Unlikely, but possible to occur in the life of an item. | Unlikely, but can reasonably be expected to occur.
Improbable | E | So unlikely, it can be assumed occurrence may not be experienced in the life of an item. | Unlikely to occur, but possible.
Eliminated | F | Incapable of occurrence. This level is used when potential hazards are identified and later eliminated. | Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

Assessed risks are expressed as a Risk Assessment Code (RAC) which is a combination of one severity category and one probability level. For example, a RAC of 1A is the combination of a Catastrophic severity category and a Frequent probability level. Table 3 assigns a risk level of High, Serious, Medium, or Low for each RAC.

Table 3. Risk Assessment Matrix

SAFETY RISK MITIGATION

Capital Metro Safety Risk Mitigation Process

The Capital Metro safety committees review the HTLs and determine mitigation strategies based on the result of the safety risk assessment process. The mitigations can reduce risk by reducing likelihood and/or severity. Risks that cannot be mitigated by the corresponding JHSC are taken to the SMSC and SMTSC for review and either acceptance or further mitigation. The SMSC also monitors the Rail and Bus/Demand Response Corrective Action Monitoring Log to track the effectiveness of mitigation measures implemented, and to ensure hazards and findings (e.g., audit findings) are suitably addressed.
VI. Safety Assurance

Safety Performance Monitoring and Measurement

Capital Metro requires their contract service providers to provide various plans, which Capital Metro uses to monitor for compliance with operations and maintenance procedures. The Performance Monitoring Plan includes details on daily operations management, training program assessment, quality assurance inspections, and service audits. The plan includes the methods the service provider will use to identify metrics and goals, the process to measure performance success, the frequencies of quality assurance inspections, the process to establish steps to correct deficiencies in performance, and the plan to communicate findings to Capital Metro. The Performance Monitoring Plan must be approved by Capital Metro prior to the start of service and is reviewed annually. The Vehicle Maintenance Plan describes how the service provider will meet the requirements of the Capital Metro Maintenance Program. This plan includes detailed descriptions of work that the service provider will undertake to ensure that they meet the requirements of the program. The Vehicle Maintenance Plan must also be approved by Capital Metro prior to the start of service and is reviewed annually. Additionally, service providers are required to submit their own SMS Plan and a Training Plan, which Capital Metro reviews prior to implementation and monitors throughout the year.

Capital Metro staff periodically ride in service provider-operated vehicles to ensure compliance with contract requirements. Capital Metro staff also periodically conduct audits of the service provider’s vehicle files, archived data, and service yards.

Service providers are required to establish a program for analysis of operations, customer service, safety, maintenance and other data required by Capital Metro. The service provider must perform data analytics to draw conclusions about the information contained in the data for the purposes of continuous improvement of processes and procedures. The service provider shall submit monthly reports that summarize the data analysis and analytics, which Capital Metro staff will review.

Capital Metro monitors system for compliance and ensures sufficiency of operations and maintenance procedures. Other activities undertaken for monitoring safety include:

- Record and track safety concerns in the Hazard Tracking Logs
- Monitor and evaluate safety data including accidents, incidents, and occurrences
- Monitor and evaluate concerns in the Employee Safety Reporting Program which includes the ERS and Close-Call data

Non-compliance is addressed through training, coaching, and management oversight. Any insufficient procedures are addressed through the Safety Risk Management (SRM).

Capital Metro’s JHSC – Bus and Paratransit is responsible for ongoing safety assurance by monitoring and making recommendations to the SMSC. The SMSC will work with the JHSC, if necessary, to adjust or revise recommendations before presenting them to the Senior Management Team Safety Committee (SMTSC) for review and/or approval.
Capital Metro monitors operations to identify safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. Capital Metro tracks both lagging and leading indicators of safety performance for safety risk mitigation monitoring. If ineffective, Capital Metro re-analyzes the hazards and consequences the mitigation was intended to address through SRM. If inappropriate, Capital Metro identifies new mitigation options. If not implemented as intended, Capital Metro considers alternative mitigations or alternative approaches to implementation. Safety data is used to inform the safety committees if strategies implemented achieved the desired results. The Hazard Tracking Log is used as a way to track safety concerns. Concerns remain on the hazard log until the committee(s) decides that the issue doesn’t pose a risk based on safety data statistics.

Performance measures and metrics are included in service providers’ contracts to help ensure provision of the highest level of service possible. Capital Metro monitors the service providers, reviewing its performance to ensure adherence to all performance measures and metrics. Should the service provider fall short of acceptable standards, punitive action may be taken. In these cases, the service provider is required to submit detailed Action Plans to address any performance indicators that don’t meet the standard. Capital Metro meets with the service providers to consider its input on performance goal adjustments.

Periodically, Capital Metro conducts surveys of service provider employees to gain insight into overall management of Capital Metro operations and to help identify and mitigate issues that may prove detrimental to operations.

The results of all Capital Metro audits are rated and recorded with deficiencies necessitating a written response from the service provider.

Service is monitored and measured using a CAD/AVL system, OrbCAD, Trapeze and other system reports, which are reviewed by Capital Metro regularly.

Capital Metro and its service providers conduct investigations of accidents, incidents, and occurrences to identify causal factors. The factors include but are not limited to rule violations and technical failures. Identification of causal factors helps to reveal hazards that could be addressed through SRM.

Capital Metro and its service providers monitors information reported through all internal safety reporting programs which includes the employee reporting system, close call/near miss system, accident and incident reporting, hazard logs, etc.

Capital Metro developed the Accident Definitions and Criteria for a Monthly Reporting Policy which was updated in June 2016. It defines the responsibilities for the monthly reporting (see Table 4). The monthly collision/accident reports with specific goals for the year act as the major safety performance monitoring and measurement activity. The monthly safety data report compares YTD accident rates with yearly goals for vehicle collisions, preventable vehicle collisions, passenger injuries, etc. This analysis is conducted for all services offered by Capital Metro. Organization-wide as well as individual service provider specific targets are established and updated every year. The service providers report on safety
initiatives and countermeasures implemented for the top 5 accident causes in the monthly Safety Management Systems Committee (SMSC) meetings.

Table 4. Capital Metro Monthly Reporting Responsibilities

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| Safety, Risk Management, and Accessible Services Management | - Capture accident and occurrence data in a comprehensive database.  
- Prepare monthly and annual reports that document the frequency and trends of accidents for Capital Metro services.  
- Classify occurrences according to the definitions in the policy and make initial accident severity classification.  
- Conduct periodic analysis of vehicle collisions, passenger injuries, employee injuries and occurrences to identify trends. |
| System Safety Program Manager                      | - Review monthly accident statistics and trends to identify and implement measures to improve safety and prevent reoccurrences. |
| Service Providers (Contractors) who operate revenue service or other Capital Metro owned or branded vehicles | - Notify Capital Metro of all reportable occurrences in a timely and complete fashion as required by their respective contracts.  
- Endeavor to meet the accident reduction goals established in their contracts.  
- Rule on the preventability of vehicle accidents and passenger accidents as defined in this policy in accordance with National Safety Council standards. |
| Bus Operations and Demand Response Services Departments | - Ensure that contracts for bus and demand response services include accident reduction goals with incentives or penalties linked to achievement of the goals.  
- Ensure that contracts for bus and demand response services include a requirement to rule on the preventability of vehicle accidents and passenger accidents as defined in this policy in accordance with National Safety Council standards.  
- Review accident rulings on a monthly basis. |
| Safety Committee Process (JHSC, SMSC, and SMTSC)   | - Review accident trend reports to develop hazard reduction measures and lessons learned. |
Management of Change

Changes in Bus Operations and Demand Response occur with equipment, environment, policies, procedures, schedules and routes. An essential process is to identify where changes may come from, list them, and ensure that the proper communication takes place. Changes are then evaluated to determine impact on safety and moved to SRM whenever appropriate.

As these changes occur, impacted departments and resident experts assess how these changes will impact safety by asking: What could go wrong? What would be the consequences? How often is it likely to occur?

Other departments are asked to collaborate in the assessment where appropriate. External changes may require collaboration with city or other agencies to assess impact on safety.

Capital Metro will also manage change to our services, facilities, vehicles, and employees via the safety committee process. Any change that has the potential to impact safety will first be addressed by the JHSC for initial review. Recommendations for managing the change in question will then be forwarded to the SMSC for consideration and then to the SMTSC for final input and review.

Depending on scale, changes may also go through the Safety and Security Certification Process (SSCP), which Capital Metro has implemented. The goal of this process is to identify and manage any conditions that result in harm. Key features of this process include: 1) development of a policy formalizing management risk acceptance practices for activities that affect the safety and security of the operational system, 2) implementation of a dedicated program of hazard and vulnerability analysis and tracking, 3) implementation of a dedicated program of review to verify that safety and security requirements are included in project specifications, and 4) implementation of a dedicated program of testing and evaluation, to verify that safety and security-critical elements comply with contract specifications. The application of this process helps inform decision-making at all levels. This certification process is overseen by the Safety and Security Review Committee, which is comprised of senior management personnel and their designees. Periodically, the SMSC audits the SSCP to ensure that it is working in the intended manner.

Capital Metro Facility Management has also adopted a dedicated process for managing change that might affect operation. This process is under the responsibility of the Vice President of Property and Asset Management and is outlined in the Capital Metro Facility Programming Study and Master Plan.

Continuous Improvement

Bus Operations and Demand Response continuously review data and performance reports at a minimum of once a month that include a focus on goals and targets that are not being met. Corrective Action Plans are implemented based on trends and data identified as negatively affecting the goals. The Corrective Action Plan tracks progress using established measures that are reviewed at set frequencies (weekly, biweekly, or monthly). Data sources include, but not limited to, accidents, collisions, injuries, and ERS. The information is reviewed monthly or more frequently with internal stakeholders and with our service providers. Assessments are completed with the focus on identifying root causes and opportunities to improve safety and reducing risk.
The Safety, Risk Management, and Accessible Services Management (SRA) staff at Capital Metro have an ongoing and periodic evaluation of the Safety Management Systems (SMS) to effectively and efficiently meet safety objectives (Capital Metro Safety Management Policy Statement) and performance targets. Refer to Capital Metro’s Strategic Plan, Strategic Vision Alignment, and the public facing dashboard to see how continuous improvement is stressed in the organization.

Capital Metro will endeavor to continuously improve the safety of our services, vehicles, facilities and employees. In part, this is done via our safety committee process where opportunities for improvement will be identified through a variety of channels and addressed by the JHSC’s, followed by review by the SMSC and finally by the SMTSC. The channels for identification of these improvements include the Employee Safety Reporting Program (ESRP), Safety Data, field observations, employee and customer input, industry studies, and best practices.

Besides the safety objectives and safety performance targets, Capital Metro may also monitor safety performance based on:

- Key sources of safety information. Capital Metro has abundant data sources of safety information, specifically the Employee Reporting System and Close Call Reporting.
- Key areas of safety risk. Capital Metro identifies and emphasizes the areas with higher/more severe safety risk.
- Performance of key safety processes or activities. Capital Metro monitors key safety processes and activities such as the ESRP, service delivery activities, and staff safety trainings.

Related lessons learned are incorporated into organizational policies and procedures.

The Risk Appetite Statement was developed internally at Capital Metro. It is based on the Enterprise Risk Management process. When a change is made, an entry is made in the Risk Register. The project manager has to rate the risk, treat the risk, and come to a complete and final resolution. For safety, zero risk is allowed.

The Senior Management Team Safety Committee (SMTSC) and other safety committees review the overall safety performance quarterly. They review and analyze safety performance statistics and make recommendations for needed changes. The Accountable Executive (Capital Metro CEO) acts to address inadequate safety performance based on the information generated from the safety performance assessments. Under the direction of the Accountable Executive, Capital Metro will address any identified safety deficiencies found in the SMS or other agency process and activities in a timely manner. The plan to address identified safety deficiencies will include but not be limited to:

- Addressing underlying hazards and potential consequences through the safety committee process
- Data collection or analysis techniques to better understand the root causes of identified issues
- Testing and evaluating new approaches to SMS processes

As part of the existing effort for improvement, Capital Metro has participated in the American Public Transportation Association (APTA) Safety Audit Peer Review Program for the past several years and has adopted the recommendations from the program. Capital Metro has and will continue to reach out to peer agencies to gather information on effective safety practices that could be incorporated into the SMS.
All safety performance documents along with the management of change and continuous performance documents will be stored on Capital Metro’s web based collaborative platform known as SharePoint. In addition, audits will be performed by the Operations Management Oversight department. The Joint Health and Safety Committee (JHSC) for bus and paratransit and the Safety Management Systems Committee (SMSC) will oversee and review this process.

VII. Safety Promotion

<table>
<thead>
<tr>
<th>Competencies and Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>This section describes the safety training activities conducted by both Capital Metro and Capital Metro service providers.</td>
</tr>
</tbody>
</table>

**Capital Metro**

Capital Metro has developed and implemented an expansive safety training program for employees across the organization, including customized training for safety committee members and other key safety personnel. The following are a few examples of training courses provided.

*TapRoot Techniques.* The focus of this 2-day training session is to find and fix the root causes of incidents, accidents, quality problems, near misses, operational errors, and other types of issues.

*SMS Awareness.* The focus of this Transportation Safety Institute web course is to introduce the participant to Safety Management Systems (SMS), describe the four components of FTA’s SMS Framework, and identify the importance of Employee Safety Reporting Systems to the success of SMS.

*OSHA Training.* This 10-hour session focuses on several items including: Recognizing, avoiding, abating and preventing safety and health hazards in workplaces; Recognizing types of hazards that require PPE; Identifying, describing and protecting oneself and others from the Four Focus Hazards: Fall, Electrocution, Caught-In or Between and Struck-By; and, Protecting oneself from Safety and Health Hazards.

*SMS Principles.* The focus of this training is to familiarize staff with Safety Management System (SMS) principles.

*Transit Safety and Security Program (TSSP) Certification.* This training program provides a broad-based understanding of safety and security principles applicable to transit operations and management. The training also provides knowledge to develop and implement safety and security program plans.

*SMS Assurance Training.* The focus of this training is to provide individuals with the knowledge to help validate that the implemented safety risk mitigations are performing as intended. The primary methods taught in this class focus on effective monitoring techniques to assess individual performance to develop an aggregate view of organizational safety performance. The results serve as the source for safety performance data and predictive actions (s). The results also help identify any changes that may create new operational service delivery safety risks.
ESRS Training. The focus of this training is to provide guidance on how to report safety concerns via the Employee Safety Reporting System (ESRS).

Capital Metro will continually assess the need to develop specific training protocols for any and all employees with safety related functions. These needs are reviewed periodically and addresses on a continuous basis.

Capital Metro has developed a program to provide appropriate training to all employees that have a direct role in safety as determined by their respective job descriptions. This includes safety staff, safety committee members, and those that play a critical role in service delivery. We have also developed training protocols for rank and file employees to enhance their understanding of SMS as well as their role in safety.

All employees have safety related competencies in their job description and performance management plan. Refer to the Safety Policy Statement for more details.

Capital Metro Service Provider (Contractor) – Bus
Job-specific training programs enhance safety skills necessary for safe, secure, reliable service. The primary areas of focus for bus safety training are:

General Safety. The focus of this training is basic safety, as it relates to the provision of public transportation services. It is part of the employee onboarding process, with refresher courses required periodically. This training program also includes OSHA required courses, SMS Safety and Security course, hazard identification, and drug and alcohol training as well as fatigue management and the use of the inertia-based camera system for capturing near misses to identify and address unsafe driving behaviors.

Vehicle Operations and Maintenance. This training program includes training for vehicle operators and maintenance/facilities technicians and is focused on safe transit vehicle operations, including defensive driving. Operations staff is required to take refresher and post-accident retraining for vehicle operators and transportation management. All bus operators and supervisors involved with the public must receive training in emergency operations and participate in emergency readiness training and drills. A train-the-trainer course is also provided to all company Behind the Wheel driving instructors. Other training activities include the use of safety videos played continuously in the ready rooms, camera video recording counseling sessions, and individual counseling.

Health and Wellness. The focus of this training is on health and wellness, including ergonomics, back safety, exercise, nutrition, and sleep.

Capital Metro Service Provider (Contractor) – Demand Response
The primary areas of focus for demand response safety training are:

Workplace Safety. The primary goal of workplace safety training is to give employees the information and skills necessary to perform their assigned tasks without endangering themselves or others. The training complies with current state and federal standards and covers potential safety and health hazards as well as safe work practices and procedures to eliminate or minimize hazards. Specific
components of this training may include, but are not limited to, the following: Hazard Communications Training, Personal Protective Equipment Training, Injury and illness prevention training; Blood Borne Pathogens Training, First Aid and CPR Training, Drug and Alcohol Abuse Policy Training, ADA Laws and Regulations Compliance Training, Hazard Identification and Resolution Training, Safety Management System Training, Accident/Incident/Near Miss Reporting Training, Security and Emergency Preparedness Training, Safety Rules and Compliance Program Training, and, lastly, Facility, Systems, and Equipment Maintenance.

Workplace safety training is part of the employee onboarding process, with refresher courses required periodically. The Capital Metro MetroAccess Rider’s Guide is taught to all demand response service provider employees and the procedures and guidelines listed in the Rider’s Guide are followed as required by Capital Metro. The workplace violence program is included in the service provider’s Employee Dignity Policy and is distributed to all employees. Specific awareness training is included in orientation classes for new employees.

Vehicle Operations and Maintenance. The service provider develops, implements and maintains a formal training and retraining program for all vehicle operators, supervisors, dispatchers, and maintenance/facilities technicians on safe transit vehicle operations, including defensive driving, hazard reporting, and proper response to events. Operations staff is required to take Transit and Paratransit Company (TAPTCO) operator training, which includes Bus Operator Rules and Procedures and Supervisor Training. Vehicle maintenance staff is required to take Bus Maintenance Training. Operations staff is also required to take refresher and post-accident retraining for vehicle operators and transportation management.

Health and Wellness. The focus of this training is on health and wellness, including ergonomics, back safety, exercise, nutrition, and sleep.

All employees that work in safety sensitive positions will receive, at a minimum, instruction in the following areas: requirements of the Safety Plan and the four FTA MAP-21 SMS elements as it relates to transit employees; requirements of all Federal, State and Local law, codes, ordinances, and regulations as it relates to their positions; The safe operation of in-service vehicles and associated equipment, and On-Road Training and Wheelchair Lift Operation Training.

Safety Communication

This section of the memorandum describes the methods used to communicate safety and safety performance information by both Capital Metro and Capital Metro service providers.

Capital Metro

Safety Information. Capital Metro communicates safety information internally via a variety of communication channels such as email, face to face meetings, newsletters, posters, videos, training materials, and message boards.

Safety Performance Information. Capital Metro communicates safety performance information internally through monthly accident statistic updates to the Board of Directors and Safety Committee updates regarding accident and hazard log reviews. Capital Metro conducts external safety reporting via our web-enabled dashboard, which provides accident statistics to external customers.
Capital Metro Service Provider (Contractor) – Bus

Safety Information. The bus operations service provider communicates safety information internally through company-wide or departmental meetings, Safety Team briefings, bulletin board postings, memos, and other written communications.

Safety Performance Information. The bus operators service provider communicates safety performance information internally through company-wide or departmental meetings, Safety Team briefings, bulletin board postings, memos, and other written communications. The bus operations service provider communicates safety performance information externally through monthly team meetings with Capital Metro.

Capital Metro Service Provider (Contractor) – Demand Response

Safety Information. The demand response operations service provider communicates safety information internally through memorandums distributed directly to employees, messages on the employee and/or passenger signboards, handouts, brochures, and other media.

Safety Performance Information. The demand response operations service provider communicates safety performance information internally through safety calls with management staff, feedback and coaching sessions to vehicle operators, daily safety messages to vehicle operators, bulletin board postings, memos, and other written communications. The service provider communicates safety performance information externally through safety meetings with Capital Metro.

Additional Information

Supporting Documentation

Some additional highlights regarding safety at Capital Metro include:

- Wellness Program – Capital Metro’s nationally recognized and award-winning program is focused on wellness with multiple fitness centers and a specific focus on conditions affecting our workforce such as obesity, diabetes, sleep apnea, hydration, and nutrition. Employees who are healthier have been shown to have increased stamina, increased focus, and reduced absenteeism. Capital Metro sees the connection between operator wellness and safety.

- Safety Captain Team – Capital Metro has 2 captains in each department who have received Safety Management Systems training from the Transportation Safety Institute (TSI) as well as First Aid, CPR, and AED training. Our Safety Captains stand ready to assist in the event of emergencies or safety events.

Capital Metro has been working with Texas A&M Transportation Institute for several years to study factors driving our safety events. They have conducted peer studies and assisted us in developing countermeasures as well as studying the effectiveness of those countermeasures. In 2019, the American Public Transportation Association (APTA) honored Capital Metro with a Gold Award for its safety efforts. We were also recognized with major safety awards in 2019 by the World Safety Organization and the Texas Department of Transportation.
PURPOSE

In accordance with the Federal Transportation Authority’s Public Transportation Agency Safety Plan (“PTASP”) regulation, 49 C.F.R. Part 673.23, the purpose of this policy is to establish Capital Metropolitan Transportation Authority’s (“Capital Metro”) commitment to implementing, developing and improving strategies, management systems and processes to ensure that Capital Metro’s systems uphold the highest level of safety performance and meet regulatory standards. All levels of management, employees and contractors are accountable for meeting this commitment.

SAFETY MANAGEMENT POLICY STATEMENT

System safety is Capital Metro’s top priority and serves as the foundation of Capital Metro’s core values. System safety includes the application of operating, technical, and management techniques to reduce risks to the lowest practical level.

Capital Metro is committed to developing, implementing, maintaining and constantly improving processes to ensure that all transit service delivery activities take place under a balanced allocation of organizational resources. This approach is aimed at achieving the highest level of safety performance for our community, customers, contractors and employees. The ultimate goal is to foster an organization-wide safety culture.

All levels of management and all employees are accountable for the delivery of this highest level of safety performance, starting with the President & CEO.

The objectives of Capital Metro’s SMS are to:

- Develop and create a safety culture in all our transportation systems that recognizes the importance and value of effective safety management and acknowledges at all times that safety is important;
- Clearly define for all staff their accountabilities and responsibilities for the development and delivery of safety strategy and performance;
- Minimize the risks associated with all modes of transportation to a point that is as low as reasonably practicable/achievable;
- Actively develop and improve our safety processes to conform to or above regulatory standards;
- Ensure that all staff are provided with adequate and appropriate safety information and training;
- Establish and measure our safety performance against realistic goals and objectives;
- Continually improve safety performance;
▪ Conduct safety audits to ensure relevant action is taken to minimize risks and hazards; and

▪ Ensure that the application of effective safety management systems is integral to all modes of transportation, with the objective of achieving the highest levels of safety standards and performance.

▪ Ensure that all employees are accountable for safety and security performance. This will include training for first responder agencies that will be conducted throughout the year through full scale exercises, facility familiarization, and emergency response drills, as referenced in the CMTA Security and Emergency Preparedness Plan, Section 9.5, Emergency Responder Training. Appropriate resources will be devoted to creating an organizational culture that fosters safe practices and encourages effective employee safety reporting and both internal and external communication.

▪ Actively manage safety with the same attention to results as the attention to the results of the other management systems of the organization.

▪ Establish support systems to quickly review unacceptable operational behaviors and threats and to implement actions to address them.

▪ Have a non-punitive employee safety reporting program in place to encourage reporting of safety concerns as an important source of hazard identification.

▪ Ensure that externally supplied equipment, systems and services that impact the safety of our operations meet appropriate safety standards.

▪ Openly share information and lessons learned to become a “best in class” safety-driven organization.

▪ Take all reasonable steps to ensure the safety of our customers while onboard our vehicles and while at our passenger facilities.

DEFINITIONS

Safety Management System (SMS) All plans and actions taken to identify hazards; assess and mitigate associated risks; and track, control, accept, and document risks encountered in the design, development, test, acquisition, use, and disposal of systems, subsystems, equipment, and infrastructure.

ACCOUNTABILITIES & RESPONSIBILITIES

President & CEO

- Serves as the Accountable Executive for Capital Metro
- Is the champion for safety for Capital Metro and drives decision-making.
- Has authority to make policy and resource decisions and determine Capital Metro’s priorities.
- Promotes open lines of communication about risks across organizational business units.
<table>
<thead>
<tr>
<th>VP, Risk, Safety &amp; Accessible Service Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Serves as Capital Metro’s Chief Safety Officer</td>
</tr>
<tr>
<td>o Reports to the Accountable Executive and manages the safety function for Capital Metro, as well as SMS implementation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Senior Management Team Members (as defined in Executive Compensation Administration Policy, HRC-201)</th>
</tr>
</thead>
<tbody>
<tr>
<td>o The Senior Management Team Safety Committee (SMTSC) members ensure incorporation of safety management practices in their respective operational areas on a daily basis.</td>
</tr>
<tr>
<td>o Take ownership of the SMS and ensure staff understand the benefits of effective safety management and their individual impacts to functional processes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Key Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Serve as subject matter experts representing their respective operational areas during SMS implementation.</td>
</tr>
<tr>
<td>o Provide expertise on how to adapt existing practices for the SMS, identify and develop employee safety reporting tools, and identify data and information resources.</td>
</tr>
<tr>
<td>o Senior Management Team Safety Committee (SMTSC); Safety Management Systems Committee (SMSC), Joint Health Safety Committee (JHSC) – Bus, Paratransit; and Joint Health Safety Committee (JHSC) – Rail.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Identify and report safety concerns through in accordance with the Employee Safety Reporting Program (ESRP).</td>
</tr>
</tbody>
</table>

**Related Documents**

Safety Management Systems Committee Charter
Employee Safety Reporting Program
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an amendment to an Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on Capital Metro services to address service reductions and fare changes required during the current pandemic resulting in a corresponding reduction in revenue of approximately $1,540,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an amendment to an Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on Capital Metro services to address service reductions and fare changes required during the current pandemic resulting in a corresponding reduction in revenue of approximately $1,540,000.

FISCAL IMPACT
This agreement reimburses Capital Metro for expenses incurred.

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

Strategic Objectives:
1.2 Ridership, 3.4 Financial Diversity

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

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

COMMITTEE RECOMMENDATION:
This item will be presented to the full board on May 22, 2020.

EXECUTIVE SUMMARY:
Capital Metro has partnered with the University of Texas at Austin since 1989 to provide shuttle bus services for the use and benefit of the University and the Austin community. The current agreement became effective on September 1, 2018 and continues through August 31, 2021. Under this agreement the University is scheduled to pay Capital Metro $6,600,000 for the period September 1, 2019 to August 31, 2020, which is paid in equal installments of $550,000 per month.

Due to the national emergency caused by the novel coronavirus COVID-19, the
University and Capital Metro agreed to suspend UT Shuttle Services effective March 13, 2020. Also due to the emergency, Capital Metro waived fares for its Non-UT Shuttle Services for the months of April and May 2020. To address these significant changes in services provided under this agreement, The University and Capital Metro agree to modify the payments schedule as follows:

- For the month of March 2020, the University agrees to pay the full monthly payment in accordance with Article IX of the Agreement in light of the sudden, but necessary, nature of the suspension.
- For the months of April and May 2020 and until Capital Metro resumes charging standard fares for Non-UT Shuttle Services, University will not owe, and will not make, any payment to Capital Metro.
- For every month of the term of the Agreement in which the University is on remote status and Capital Metro charges fares to customers for Non-Shuttle Services, University will pay Capital Metro $110,000 as its monthly payment.

This amendment also updates the language pertaining to on-vehicle advertising to ease the administrative burden of that effort.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1254)
Amendment to Interlocal Agreement with The University of Texas at Austin

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to adjust this agreement in response to the national emergency caused by the novel coronavirus COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an amendment to an Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on Capital Metro services to address service reductions and fare changes required during the current pandemic resulting in a corresponding reduction in revenue of approximately $1,540,000.

________________________
Date: _____________________

Secretary of the Board
Eric Stratton
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Multiple Use Agreements with the Texas Department of Transportation (TxDOT) to permit the construction, maintenance, and operation of future Capital Metro bus stops within the right-of-way of U.S. 183, U.S. 290, S.H. 71, I.H. 35, North Lamar (Texas 275), South Congress (Texas 275), Burnet Road (FM1325) and Parmer Lane (FM 734).
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Multiple Use Agreements with the Texas Department of Transportation (TxDOT) to permit the construction, maintenance, and operation of future Capital Metro bus stops within the right-of-way of U.S. 183, U.S. 290, S.H. 71, I.H. 35, North Lamar (Texas 275), South Congress (Texas 275), Burnet Road (FM1325) and Parmer Lane (FM 734).

FISCAL IMPACT:
This action has no fiscal impact.

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

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

EXPLANATION OF STRATEGIC ALIGNMENT:
The use of TxDOT right-of-way to construct Capital Metro bus stops will improve system reliability and convenience while developing new ridership markets. As the population within the Capital Metro service area grows and new ridership needs develop then new bus stops will be built in TxDOT right-of-way. These Multiple Use Agreements will provide a streamlined process for creating bus stops for our customers, while improving the safety and reliability of Capital Metro’s bus stop system.
BUSINESS CASE:
There is a continuous need to plan new routes and add additional bus stops throughout the service area and this includes TxDOT right-of-way. The cooperative partnership with TxDOT eliminates the cost of property acquisition for a bus stop and will improve customer service and on-time performance and will increase ride capacity and system ridership. There is no funding required to fulfill the requirements of this agreement.

COMMITTEE RECOMMENDATION:
This agenda item was presented and is recommended for approval by the Operations, Planning and Safety Committee on May 15, 2020.

EXECUTIVE SUMMARY:
These Multiple Use Agreements will allow Capital Metro to utilize TxDOT right-of-way on U.S. 183, U.S. 290, S.H. 71, I.H. 35, North Lamar (Texas 275), South Congress (Texas 275), Burnet Road (FM 1325) and Parmer Lane (FM 734) to construct, maintain, and operate bus stops.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1231)
Multiple Use Agreements with TxDOT for Bus Stop Improvements

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide additional bus stops in Texas Department of Transportation (TxDOT) right-of-way.

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 three Multiple Use Agreements with the Texas Department of Transportation (TxDOT) to permit the construction, maintenance, and operation of future Capital Metro bus stops within the right-of-way of U.S. 183, U.S. 290, S.H. 71, I.H. 35, North Lamar (Texas 275), South Congress (Texas 275), Burnet Road (FM1325) and Parmer Lane (FM 734).

________________________
Date:____________________

Secretary of the Board
Eric Stratton
MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as “State”, party of the first part, and Capital Metropolitan Transportation Authority ___________, hereinafter called ___________ Capital Metro, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the ______ day of __________, 20 ______, the governing body for the __________ Capital Metro, entered into Resolution/Ordinance No. __________ hereinafter identified by reference, authorizing the __________ Capital Metro’s participation in this agreement with the State; and

WHEREAS, the __________ Capital Metro has requested the State to permit the construction, maintenance and operation of a public __________ Bus Stop __________ on the highway right of way, (ROADWAY Hwy71/US Hwy290 CONTROL SECTION NO. 0113-13 ). (General description of area including either the control number or GPS coordinates.) Public Bus Stops on multiple locations TBD on US Hwy 290/Hwy 71 by CapMetro pending TxDOT approvals prior to construction, shown graphically by the preliminary conceptual site plan in Exhibit “A” and being more specifically described by metes and bounds of Exhibit “B”, which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the __________ Capital Metro will enter into agreements with the State for the purpose of determining the respective responsibilities of the __________ Capital Metro and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.
AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

   Capital Metro will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the Capital Metro shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Capital Metro and found not to comply with ADA or TAS shall be corrected at the entire expense of the Capital Metro.

2. INSPECTION

   Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

   Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

   Parking shall be prohibited when a security threat, as determined by TxDOT, exists.
4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the __________ Capital Metro __________. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that __________ Capital Metro __________ has failed to comply with these responsibilities, it will perform the necessary work and charge __________ Capital Metro __________ the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The __________ Capital Metro __________ shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The __________ Capital Metro __________ shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the __________ Capital Metro __________ for the use of the facility under this agreement, the __________ Capital Metro __________ will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the __________ Capital Metro __________ must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.
C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Capital Metro’s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and Capital Metro shall be responsible for the facility's timely removal at no cost to the State. If the State determines that Capital Metro has failed to timely remove the facility, it will perform the necessary work and charge Capital Metro the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State’s judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The Capital Metro shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Capital Metro shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.
12. INDEMNIFICATION

Capital Metro AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR N/A, THE N/A (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the “Workers Compensation Law,” the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.
Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the Capital Metro. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Capital Metro shall become fully subrogated to the State’s rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The Capital Metro, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. Capital Metro shall include TxDOT as an additional insured by endorsement in Capital Metro’s commercial general liability insurance policy. Prior to beginning work on the State’s right of way, the Capital Metro’s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State’s right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The Capital Metro shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, “ATTACHMENT A”, which states additional requirements as set forth in the Federal Highway Administration’s Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The Capital Metro, for itself, its personal representatives, successors and interests and
assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Capital Metro shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

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

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The Capital Metro must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the Capital Metro if that service is authorized by this agreement.
21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE  
(Mailing Address)  
Texas Department of Transportation  
Maintenance Division  
125 East 11th Street  
Austin, Texas  78701-2483

(Name of other party)  
(Mailing Address)  
Capital Metropolitan Transportation Authority  
2910 East 5th Street  
Austin, Texas 78702

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)
IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the
____________________ on the ________ day of _________________, 20____, and the
State on the ________ day of _________________, 20____.

STATE OF TEXAS
Executed and approved for the Texas Transportation Commission for the purpose and
effect of activating and/or carrying out the orders, and established policies or work programs
heretofore approved and authorized by the Texas Transportation Commission.

By: _______________________________ Director, Maintenance Division

______________________________
Printed Name

______________________________
Title

Agency

______________________________
Date

APPROVAL RECOMMENDED:

______________________________
District Engineer

______________________________
Tucker Ferguson, P.E.

______________________________
Printed Name

______________________________
Date
ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration’s Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E
MULTIPLE USE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Capital Metropolitan Transportation Authority __________, hereinafter called __________, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the ______ day of ______, 20_____, the governing body for the __________, entered into Resolution/Ordinance No. __________, hereinafter identified by reference, authorizing the __________'s participation in this agreement with the State; and

WHEREAS, the __________ has requested the State to permit the construction, maintenance and operation of a public Bus Stop __________ on the highway right of way, (ROADWAY US183 CONTROL SECTION NO. 0151-06 ). (General description of area including either the control number or GPS coordinates.)

Public Bus Stops on multiple locations TBD on US183 by CapMetro pending TxDOT approvals prior to construction, shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the __________ will enter into agreements with the State for the purpose of determining the respective responsibilities of the __________ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.
AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

Capital Metro will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the Capital Metro shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Capital Metro and found not to comply with ADA or TAS shall be corrected at the entire expense of the Capital Metro.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.
4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the Capital Metro. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that Capital Metro has failed to comply with these responsibilities, it will perform the necessary work and charge Capital Metro the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The Capital Metro shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Capital Metro shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the Capital Metro for the use of the facility under this agreement, the Capital Metro will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the Capital Metro must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.
C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Capital Metro’s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and Capital Metro shall be responsible for the facility’s timely removal at no cost to the State. If the State determines that Capital Metro has failed to timely remove the facility, it will perform the necessary work and charge Capital Metro the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State’s judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The Capital Metro shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Capital Metro shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.
12. INDEMNIFICATION

Capital Metro AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR N/A, THE N/A (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the “Workers Compensation Law,” the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.
Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the ____________ Capital Metro _________. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the _______ Capital Metro ________ shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE
The ____________ Capital Metro ________ shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. ____________ Capital Metro ________ shall include TxDOT as an additional insured by endorsement in ____________ Capital Metro ________'s commercial general liability insurance policy. Prior to beginning work on the State's right of way, the ____________ Capital Metro ________'s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY
It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED
The State asserts only that it has sufficient title for highway purposes. The ____________ Capital Metro ________ shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS
If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration’s Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES
The ____________ Capital Metro ________, for itself, its personal representatives, successors and interests and
assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Capital Metro shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

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

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The Capital Metro must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the Capital Metro if that service is authorized by this agreement.
21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)
Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

(Name of other party)
(Mailing Address)
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)
IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the
________________________ on the ___________ day of __________________ , 20___ , and the
State on the ___________ day of __________________, 20___.

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and
effect of activating and/or carrying out the orders, and established policies or work programs
heretofore approved and authorized by the Texas Transportation Commission.

By: ____________________________________________________________

Director, Maintenance Division

By: ____________________________________________________________

____________________
Agency

____________________
Date

APPROVAL RECOMMENDED:

________________________________________
District Engineer

________________________________________
Tucker Ferguson, P.E.

________________________________________
Date
ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration’s Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E
MULTIPLE USE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as “State”, party of the first part, and Capital Metropolitan Transportation Authority, hereinafter called Capital Metro, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the day of , 20 , the governing body for the Capital Metro, entered into Resolution/Ordinance No. hereinafter identified by reference, authorizing the Capital Metro’s participation in this agreement with the State; and

WHEREAS, the Capital Metro has requested the State to permit the construction, maintenance and operation of a public Bus Stop on the highway right of way, (ROADWAY IH-35 CONTROL SECTION NO. 0015-13 ). (General description of area including either the control number or GPS coordinates.)
Public Bus Stops on multiple locations TBD on IH-35 by CapMetro pending TxDOT approvals prior to construction, shown graphically by the preliminary conceptual site plan in Exhibit “A” and being more specifically described by metes and bounds of Exhibit “B”, which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the Capital Metro will enter into agreements with the State for the purpose of determining the respective responsibilities of the Capital Metro and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.
AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

   Capital Metro will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the Capital Metro shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the Capital Metro and found not to comply with ADA or TAS shall be corrected at the entire expense of the Capital Metro.

2. INSPECTION

   Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

   Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 1/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

   Parking shall be prohibited when a security threat, as determined by TxDOT, exists.
4. PROHIBITION/SIGNS
Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES
Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the Capital Metro. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that Capital Metro has failed to comply with these responsibilities, it will perform the necessary work and charge Capital Metro the actual cost of the work.

6. FEES
Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. Capital Metro shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The Capital Metro shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the Capital Metro for the use of the facility under this agreement, the Capital Metro will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the Capital Metro must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.
C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Capital Metro’s records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and Capital Metro shall be responsible for the facility’s timely removal at no cost to the State. If the State determines that Capital Metro has failed to timely remove the facility, it will perform the necessary work and charge Capital Metro the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State’s judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The Capital Metro shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The Capital Metro shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.
12. INDEMNIFICATION

Capital Metro AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR N/A, THE N/A CITY SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.
Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the Capital Metro. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the Capital Metro shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE
The Capital Metro, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. The Capital Metro shall include TxDOT as an additional insured by endorsement in its commercial general liability insurance policy. Prior to beginning work on the State’s right of way, the Capital Metro’s construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY
It is understood that the State by execution of this agreement does not impair or relinquish the State’s right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED
The State asserts only that it has sufficient title for highway purposes. The Capital Metro shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS
If the Facility is located on the Federal-Aid Highway System, “ATTACHMENT A”, which states additional requirements as set forth in the Federal Highway Administration’s Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES
The Capital Metro, for itself, its personal representatives, successors and interests and
assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Capital Metro shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS
Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT
The State may conduct an audit or investigation of any aspect of this agreement. The Capital Metro must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the Capital Metro if that service is authorized by this agreement.
21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)
Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas  78701-2483

(Name of other party)
(Mailing Address)
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTIES

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)
IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the
________________________ on the ____________ day of ______________________, 20______, and the
State on the ____________ day of ______________________, 20______.

STATE OF TEXAS

________________________
(Name of other party)

By: __________________________
Signature

________________________
Printed Name

By: __________________________
Director, Maintenance Division

________________________
Title

________________________
Agency

________________________
Date

APPROVAL RECOMMENDED:

________________________
Contact Office and Telephone No.

________________________
District Engineer

________________________
Tucker Ferguson, P.E.

________________________
Printed Name

________________________
Date
ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration’s Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E
Financial Report – Fiscal Year 2020

Year to Date March 31, 2020
Major Highlights

Revenue

- Sales tax remittances received YTD March 2020 are 6.8% higher than YTD March 2019
- Capital contributions and grants are below budget due to timing of processing eligible paid expenses

Operating Expenses

- $131.1 million expended to date, or 45.7% of full year budget
- Professional services are below budget due to timing of consultation and other professional fee payments

Capital Projects

- FY2020 capital project budget of $111.8 million
- $40 million expended to date, or 35.8% of full year budget
  - Downtown Station, Transit Bus Replacements, Positive Train Control, Electric Bus Yard Paving and Track Undercutting
- $26.1 million outstanding commitments have been issued, or 23.4% of full year budget
  - Positive Train Control, Downtown Station, Battery Electric Buses, Bus Stop Enhancements and Electric Bus Yard Paving
## Revenue

<table>
<thead>
<tr>
<th>Category</th>
<th>FY19 Mar YTD Actual</th>
<th>FY20 Mar YTD Actual</th>
<th>FY20 Full Year Budget</th>
<th>% of Budget</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>$126.2</td>
<td>$128.1</td>
<td>$265.7</td>
<td>48.2%</td>
<td>February and March sales tax receipts accrued</td>
</tr>
<tr>
<td>Passenger Fares</td>
<td>10.6</td>
<td>10.9</td>
<td>22.5</td>
<td>48.4%</td>
<td>March farebox and pass sales down 30% to budget</td>
</tr>
<tr>
<td>Freight Railroad Revenue</td>
<td>2.5</td>
<td>3.8</td>
<td>5.2</td>
<td>71.5%</td>
<td>Unbudgeted 45G Short-line tax credit of $1.1 million</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>4.0</td>
<td>5.3</td>
<td>7.8</td>
<td>68.0%</td>
<td>Investment interest income above budget</td>
</tr>
<tr>
<td>Operating Contributions and Grants</td>
<td>17.7</td>
<td>16.8</td>
<td>32.3</td>
<td>52.0%</td>
<td>Sub-recipient grants - CARTS vehicle purchases</td>
</tr>
<tr>
<td>Capital Contributions and Grants</td>
<td>2.7</td>
<td>5.8</td>
<td>27.7</td>
<td>21.0%</td>
<td>Timing of processing eligible paid expenses</td>
</tr>
<tr>
<td>Total</td>
<td>$163.7</td>
<td>$170.6</td>
<td>$361.2</td>
<td>47.2%</td>
<td></td>
</tr>
</tbody>
</table>
Actual Sales Tax Receipts

<table>
<thead>
<tr>
<th>Month</th>
<th>FY2018</th>
<th>FY2019</th>
<th>FY2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCT</td>
<td>18.5</td>
<td>19.5</td>
<td>21.5</td>
</tr>
<tr>
<td>NOV</td>
<td>21.5</td>
<td>19.6</td>
<td>23.1</td>
</tr>
<tr>
<td>DEC</td>
<td>28.2</td>
<td>22.0</td>
<td>24.5</td>
</tr>
<tr>
<td>JAN</td>
<td>20.0</td>
<td>17.8</td>
<td>22.9</td>
</tr>
<tr>
<td>FEB</td>
<td>19.4</td>
<td>20.3</td>
<td>22.3</td>
</tr>
<tr>
<td>MAR</td>
<td>23.0</td>
<td>21.2</td>
<td>22.0</td>
</tr>
<tr>
<td>APR</td>
<td>22.4</td>
<td>21.7</td>
<td>21.4</td>
</tr>
<tr>
<td>MAY</td>
<td>21.3</td>
<td>20.7</td>
<td>21.0</td>
</tr>
<tr>
<td>JUN</td>
<td>22.7</td>
<td>21.2</td>
<td>20.3</td>
</tr>
<tr>
<td>JUL</td>
<td>21.2</td>
<td>21.2</td>
<td>21.3</td>
</tr>
<tr>
<td>AUG</td>
<td>21.2</td>
<td>21.2</td>
<td>21.2</td>
</tr>
<tr>
<td>SEP</td>
<td>23.2</td>
<td>22.2</td>
<td>23.2</td>
</tr>
</tbody>
</table>

Total $243.6M $261.5M $136.9M

YOO % Growth 6.5% 7.5% 6.8%
Sales Tax Rolling Average Trend

Capital Metro Six Month Rolling Average Sales Tax Growth Trend

Monthly Sales Tax Receipts

Sales Tax Growth %

Sales Tax Rolling Average Trend
COVID Potential Revenue Impact

Estimated Lost Revenue per Month

- Fare Revenue: $1.9
- Sales Tax:
  - Sales Tax 10%: $2.3
  - Sales Tax 20%: $4.5
  - Sales Tax 30%: $6.8
  - Sales Tax 50%: $11.3

$’Million:
- $0.0
- $2.0
- $4.0
- $6.0
- $8.0
- $10.0
- $12.0

Legend:
- Sales Tax 10%
- Sales Tax 20%
- Sales Tax 30%
- Sales Tax 50%
- Fare Rev 100%
# Operating Expense

<table>
<thead>
<tr>
<th>Category</th>
<th>FY19 Mar YTD Actual</th>
<th>FY20 Mar YTD Actual</th>
<th>FY20 Full Year Budget</th>
<th>% of Budget</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>$20.6</td>
<td>$22.2</td>
<td>$49.2</td>
<td>45.2%</td>
<td>Vacancy savings through March</td>
</tr>
<tr>
<td>Professional Services</td>
<td>8.9</td>
<td>16.6</td>
<td>43.5</td>
<td>38.2%</td>
<td>Timing of consultation and other professional fee payments</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>0.6</td>
<td>0.4</td>
<td>2.2</td>
<td>19.7%</td>
<td>Timing of maps, schedules and other supplies expense</td>
</tr>
<tr>
<td>Fuel and Fluids</td>
<td>5.7</td>
<td>6.7</td>
<td>13.7</td>
<td>48.7%</td>
<td>Reduction in March hours in response to COVID-19</td>
</tr>
<tr>
<td>Utilities</td>
<td>1.3</td>
<td>1.3</td>
<td>3.2</td>
<td>40.8%</td>
<td>Timing of electricity, water and telephone expense</td>
</tr>
<tr>
<td>Insurance</td>
<td>0.4</td>
<td>0.3</td>
<td>1.0</td>
<td>26.6%</td>
<td>Timing of insurance premium payments</td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>80.8</td>
<td>80.8</td>
<td>165.1</td>
<td>48.9%</td>
<td>Reduction in March hours in response to COVID-19</td>
</tr>
<tr>
<td>Lease/Rentals</td>
<td>0.7</td>
<td>1.4</td>
<td>2.0</td>
<td>67.1%</td>
<td>Additional lease expense - 700 Lavaca Street</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>1.8</td>
<td>1.4</td>
<td>7.2</td>
<td>19.7%</td>
<td>Unspent contingency</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$120.7</strong></td>
<td><strong>$131.1</strong></td>
<td><strong>$287.1</strong></td>
<td><strong>45.7%</strong></td>
<td></td>
</tr>
</tbody>
</table>
COVID Financial Impacts

• CARES Act – grant awarded and executed for $102M
  • Estimated draw down May – October 2020

• Lost Revenues
  • Sales Taxes
  • Fare Revenues

• COVID related expenses
  • Pandemic sick leave to employees and service providers
  • Refurbish buses: vinyl seats & operator plexiglass shields
  • Enhanced cleaning and protective equipment
  • Front line staff bonuses
## Budget Transfers

Consistent with Capital Metro’s Financial Policies, there were six budget transfers that cumulatively exceeded $150,000 to report to the board for the 2nd quarter of FY2020.

### January-20

**Transfer #1**
- **From:** RRC1407 TIGER Grant Project
- **To:** CPG1920 Bus Stop Enhancements
  - **Amount:** (375,290)
  - **Transfer:** Transferred capital funds between facilities projects for Bus Stop Enhancements.

### February-20

**Transfer #2**
- **From:** FIN2001 Capital Project Contingency
  - **To:** CPG2007 Transit Hub Relocation - ACC Riverside
    - **Amount:** 1,300,000
  - **To:** CPG2008 ACC Pinnacle Oakhill Park & Ride Relocation
    - **Amount:** 75,000
  - **Transfer:** Transferred capital funds from contingency for ACC Riverside transit hub relocation and ACC Pinnacle Oakhill Park & Ride relocation.

**Transfer #3**
- **From:** ITS1805 Demand Response Transit System
  - **To:** ITS1601 ePaper DMS for BRT & Rail Plus IDIQ
    - **Amount:** (442,639)
  - **Transfer:** Transferred capital funds between IT projects to install ePaper DMS signs at Park & Rides.

### March-20

**Transfer #4**
- **From:** CPG1607 Facility Improvement Projects
  - **To:** CPG1808 Operations Control Center
    - **Amount:** 189,000
  - **To:** CPG1807 Office Space Re-Configuration (Headquarters Facility)
    - **Amount:** (89,000)
  - **Transfer:** Transferred capital funds between facilities projects for painting, branding and signage at 700 Lavaca.

**Transfer #5**
- **From:** RRC2012 State of Good Repair - Bridge and Track
  - **To:** RRC1904 Rail Capacity Improvements
    - **Amount:** 200,000
  - **Transfer:** Transferred capital funds between rail projects for Lakeline to Leander siding design.

**Transfer #6**
- **From:** CPG1602 North Operations SERTA Demolition/Paving
  - **To:** CPG1807 Office Space Re-Configuration (Headquarters Facility)
    - **Amount:** 564,000
  - **Transfer:** Transferred capital funds between facilities projects to complete the remodel at 700 Lavaca.
Notes:

- Additional funding was allocated to the statutory operating and budget stabilization reserves based on the board approved funding formula. The statutory operating reserve equals 2 months of estimated FY2019 operating expenses. Contributions to the budget stabilization reserve began in February 2016 with $7 million reserved in FY2016 and $3 million in FY2017. An additional contribution of $9.8 million was made in FY2018 to fully fund the budget stabilization reserve. The capital expansion fund was established in FY2018 with $9.6 million reserved along with an additional $30.4 million from FY2019 as Capital Metro looks forward to future needs in the region.

- Funds for capital investment are required to help address extensive capital needs. The capital budget for FY2020 is $111.8 million, with $67.2 million funded by FY2020 income and $44.6 million from reserves. Due to project delays, $22 million of the FY2019 capital budget was carried forward to FY2020. These capital improvements are needed to maintain the state of good repair of the community’s transit infrastructure and to be in compliance with Federal regulations. The City of Austin Mobility Fund was reduced by $6 million in FY2019 to assist with Project Connect preliminary engineering and environmental analysis and by $1.6 million with a payment in November 2019.
# Statement of Revenue, Expenses and Change in Net Position

<table>
<thead>
<tr>
<th></th>
<th>FY19 Mar YTD Actual</th>
<th>FY20 Mar YTD Actual</th>
<th>FY20 Full Year Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger Fares</td>
<td>$10.6</td>
<td>$10.9</td>
<td>$22.5</td>
<td>48.4%</td>
</tr>
<tr>
<td>Freight Railroad Revenue</td>
<td>2.5</td>
<td>3.8</td>
<td>5.2</td>
<td>71.5%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>2.1</td>
<td>3.1</td>
<td>5.3</td>
<td>59.1%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>15.2</td>
<td>17.8</td>
<td>33.0</td>
<td>53.8%</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>20.6</td>
<td>22.2</td>
<td>49.2</td>
<td>45.2%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>8.9</td>
<td>16.6</td>
<td>43.5</td>
<td>38.2%</td>
</tr>
<tr>
<td>Fuel and Fluids</td>
<td>5.7</td>
<td>6.7</td>
<td>13.7</td>
<td>48.7%</td>
</tr>
<tr>
<td>Utilities</td>
<td>1.3</td>
<td>1.3</td>
<td>3.2</td>
<td>40.8%</td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>80.8</td>
<td>80.8</td>
<td>165.1</td>
<td>48.9%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>2.8</td>
<td>2.1</td>
<td>10.3</td>
<td>20.3%</td>
</tr>
<tr>
<td>Lease/Rental</td>
<td>7</td>
<td>1.4</td>
<td>2.0</td>
<td>67.1%</td>
</tr>
<tr>
<td>Depreciation &amp; Amortization</td>
<td>21.1</td>
<td>22.9</td>
<td>50.7</td>
<td>45.2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>141.8</td>
<td>154.0</td>
<td>337.8</td>
<td>45.6%</td>
</tr>
<tr>
<td><strong>Operating Income/Loss</strong></td>
<td>(126.7)</td>
<td>(136.2)</td>
<td>(304.8)</td>
<td>44.7%</td>
</tr>
<tr>
<td><strong>Non-Operating Revenue/(Expenses)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td>126.2</td>
<td>128.1</td>
<td>265.7</td>
<td>48.2%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>2.1</td>
<td>2.3</td>
<td>2.5</td>
<td>93.0%</td>
</tr>
<tr>
<td>Operating Contributions and Grants</td>
<td>17.7</td>
<td>16.8</td>
<td>32.3</td>
<td>52.0%</td>
</tr>
<tr>
<td>Capital Contributions and Grants</td>
<td>2.7</td>
<td>5.8</td>
<td>27.7</td>
<td>21.0%</td>
</tr>
<tr>
<td>Mobility Interlocal Agreements</td>
<td>(4.3)</td>
<td>(1.6)</td>
<td>(6.9)</td>
<td>22.5%</td>
</tr>
<tr>
<td>Other</td>
<td>(.1)</td>
<td>(.2)</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Non-Operating Income/(Loss)</strong></td>
<td>144.2</td>
<td>151.3</td>
<td>321.3</td>
<td>47.1%</td>
</tr>
<tr>
<td><strong>Change in Net Position</strong></td>
<td>$17.5</td>
<td>$15.1</td>
<td>$16.6</td>
<td>91.1%</td>
</tr>
</tbody>
</table>
## Budget Variances by Department

<table>
<thead>
<tr>
<th>Department</th>
<th>FY19 YTD Actual</th>
<th>FY19 YTD Revised</th>
<th>FY20 YTD Actual</th>
<th>FY20 YTD Revised</th>
<th>YTD % of Revised Budget</th>
<th>YTD Budget vs. Actual</th>
<th>FY20 Budget Full Year</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 - Non-Allocated Benefits</td>
<td>$5,299</td>
<td>$5,836</td>
<td>$6,986</td>
<td>83.5%</td>
<td>$1,149</td>
<td>$14,374</td>
<td></td>
<td>Timing of admin pension and health plan expense</td>
</tr>
<tr>
<td>102 - Wellness Center</td>
<td>124</td>
<td>125</td>
<td>142</td>
<td>88.7%</td>
<td>16</td>
<td>268</td>
<td></td>
<td></td>
</tr>
<tr>
<td>103 - Child Care Center</td>
<td>467</td>
<td>478</td>
<td>499</td>
<td>95.8%</td>
<td>21</td>
<td>995</td>
<td></td>
<td></td>
</tr>
<tr>
<td>105 - Business Center</td>
<td>183</td>
<td>152</td>
<td>192</td>
<td>79.0%</td>
<td>40</td>
<td>366</td>
<td></td>
<td>Timing of business center and office equipment expense</td>
</tr>
<tr>
<td>110 - Executive Staff</td>
<td>321</td>
<td>356</td>
<td>508</td>
<td>70.0%</td>
<td>153</td>
<td>801</td>
<td></td>
<td>Vacancy savings - Director of innovation and timing of dues and subscription expense</td>
</tr>
<tr>
<td>115 - Communications</td>
<td>195</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0</td>
<td></td>
<td>Merged with Marketing department</td>
</tr>
<tr>
<td>116 - Government Relations</td>
<td>306</td>
<td>267</td>
<td>331</td>
<td>80.7%</td>
<td>64</td>
<td>951</td>
<td></td>
<td>Timing of federal and state legislation consulting fees</td>
</tr>
<tr>
<td>119 - Diversity and Compliance</td>
<td>85</td>
<td>108</td>
<td>119</td>
<td>90.2%</td>
<td>12</td>
<td>214</td>
<td></td>
<td></td>
</tr>
<tr>
<td>120 - Board Of Directors</td>
<td>112</td>
<td>76</td>
<td>108</td>
<td>70.1%</td>
<td>32</td>
<td>152</td>
<td></td>
<td>Timing of audio visual, travel, conference and seminar expense</td>
</tr>
<tr>
<td>125 - Internal Audit</td>
<td>158</td>
<td>184</td>
<td>322</td>
<td>57.2%</td>
<td>138</td>
<td>506</td>
<td></td>
<td>Timing of quadrennial audit fees</td>
</tr>
<tr>
<td>130 - Strategic Oper Mgt. &amp; Administration</td>
<td>360</td>
<td>423</td>
<td>422</td>
<td>100.3%</td>
<td>(1)</td>
<td>793</td>
<td></td>
<td></td>
</tr>
<tr>
<td>141 - Security</td>
<td>2,327</td>
<td>2,348</td>
<td>2,696</td>
<td>87.1%</td>
<td>348</td>
<td>5,153</td>
<td></td>
<td>Timing of APO officer salaries and wages</td>
</tr>
<tr>
<td>150 - Legal</td>
<td>353</td>
<td>506</td>
<td>509</td>
<td>99.4%</td>
<td>3</td>
<td>1,021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>220 - Finance</td>
<td>1,810</td>
<td>1,907</td>
<td>5,305</td>
<td>35.9%</td>
<td>3,398</td>
<td>14,423</td>
<td></td>
<td>Transfer of Project Connect budget for advanced FY2019 spending and unspent contingency</td>
</tr>
<tr>
<td>230 - Information Technology</td>
<td>5,620</td>
<td>5,778</td>
<td>7,994</td>
<td>81.5%</td>
<td>1,316</td>
<td>10,618</td>
<td></td>
<td>Timing of software maintenance expense and vacancy savings for 4 positions</td>
</tr>
<tr>
<td>250 - Procurement</td>
<td>715</td>
<td>793</td>
<td>830</td>
<td>99.8%</td>
<td>106</td>
<td>1,695</td>
<td></td>
<td></td>
</tr>
<tr>
<td>275 - Rideshare</td>
<td>1,608</td>
<td>1,604</td>
<td>1,604</td>
<td>100.0%</td>
<td>1</td>
<td>3,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>320 - Planning</td>
<td>1,047</td>
<td>1,308</td>
<td>2,016</td>
<td>64.9%</td>
<td>708</td>
<td>3,314</td>
<td></td>
<td>Timing of consulting fees and vacancy savings for 4 positions</td>
</tr>
<tr>
<td>330 - Marketing and Communications</td>
<td>1,172</td>
<td>1,647</td>
<td>2,464</td>
<td>66.8%</td>
<td>817</td>
<td>3,493</td>
<td></td>
<td>Timing of marketing campaigns</td>
</tr>
<tr>
<td>331 - Community Engagement</td>
<td>376</td>
<td>494</td>
<td>842</td>
<td>58.7%</td>
<td>348</td>
<td>998</td>
<td></td>
<td>Timing of MetroArt, special events and community survey expense</td>
</tr>
<tr>
<td>332 - Customer Service</td>
<td>456</td>
<td>516</td>
<td>555</td>
<td>93.1%</td>
<td>38</td>
<td>1,080</td>
<td></td>
<td></td>
</tr>
<tr>
<td>340 - Human Resources</td>
<td>869</td>
<td>1,122</td>
<td>1,232</td>
<td>91.0%</td>
<td>111</td>
<td>2,207</td>
<td></td>
<td>Timing of consulting fees</td>
</tr>
<tr>
<td>420 - Risk Management And Safety</td>
<td>992</td>
<td>884</td>
<td>1,849</td>
<td>47.8%</td>
<td>965</td>
<td>2,675</td>
<td></td>
<td>Timing of insurance premium payments</td>
</tr>
<tr>
<td>457 - Public Facilities</td>
<td>2,080</td>
<td>2,186</td>
<td>2,639</td>
<td>82.8%</td>
<td>453</td>
<td>5,281</td>
<td></td>
<td>Timing of electrical and custodial services and utility expense</td>
</tr>
<tr>
<td>520 - Capital Projects</td>
<td>629</td>
<td>931</td>
<td>1,030</td>
<td>99.8%</td>
<td>106</td>
<td>2,026</td>
<td></td>
<td>Timing of facility improvement projects and vacancy savings for 1 position</td>
</tr>
<tr>
<td>540 - Real Estate And Property Mgt.</td>
<td>690</td>
<td>963</td>
<td>1,289</td>
<td>74.7%</td>
<td>326</td>
<td>2,885</td>
<td></td>
<td>Timing of My building maintenance expense</td>
</tr>
<tr>
<td>542 - Freight Rail Management</td>
<td>810</td>
<td>807</td>
<td>1,143</td>
<td>70.6%</td>
<td>336</td>
<td>1,714</td>
<td></td>
<td>Timing of consultation fees</td>
</tr>
<tr>
<td>544 - Commuter Rail Operations</td>
<td>9,233</td>
<td>9,008</td>
<td>10,689</td>
<td>84.3%</td>
<td>1,881</td>
<td>20,296</td>
<td></td>
<td>Purchased transportation savings from 15% fewer hours and timing of DMU engine overhaul</td>
</tr>
<tr>
<td>550 - Real Estate and Facility Planning</td>
<td>882</td>
<td>1,355</td>
<td>1,559</td>
<td>86.9%</td>
<td>204</td>
<td>2,996</td>
<td></td>
<td>Timing of services expense</td>
</tr>
<tr>
<td>600 - Operations and Maintenance Oversight</td>
<td>65,755</td>
<td>64,837</td>
<td>66,872</td>
<td>97.0%</td>
<td>2,035</td>
<td>130,401</td>
<td></td>
<td>Reduction in March hours in response to COVID-19</td>
</tr>
<tr>
<td>615 - Innovative Mobility</td>
<td>138</td>
<td>1,330</td>
<td>1,855</td>
<td>71.7%</td>
<td>525</td>
<td>3,979</td>
<td></td>
<td>Timing of purchased transportation and services expense</td>
</tr>
<tr>
<td>620 - Paratransit Contract Operations</td>
<td>13,072</td>
<td>14,858</td>
<td>14,648</td>
<td>101.4%</td>
<td>(209)</td>
<td>29,364</td>
<td></td>
<td></td>
</tr>
<tr>
<td>640 - Paratransit Reser &amp; Control</td>
<td>918</td>
<td>1,075</td>
<td>1,668</td>
<td>100.7%</td>
<td>(7)</td>
<td>2,120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>650 - Paratransit Eligibility</td>
<td>483</td>
<td>424</td>
<td>471</td>
<td>90.1%</td>
<td>47</td>
<td>912</td>
<td></td>
<td></td>
</tr>
<tr>
<td>920 - Project Connect</td>
<td>1,078</td>
<td>6,396</td>
<td>9,391</td>
<td>68.1%</td>
<td>2,995</td>
<td>15,759</td>
<td></td>
<td>Timing of consultation fees and marketing campaign and vacancy savings for 2 positions</td>
</tr>
</tbody>
</table>
## Capital Projects Summary

<table>
<thead>
<tr>
<th>Project Category</th>
<th>Expended</th>
<th>Outstanding Commitments</th>
<th>Budget</th>
<th>Expended &amp; Committed as % of Budget</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commuter Rail</td>
<td>$6,461</td>
<td>$7,083</td>
<td>$22,060</td>
<td>61.4%</td>
<td>Positive Train Control and Track Undercutting</td>
</tr>
<tr>
<td>Vehicles</td>
<td>13,749</td>
<td>2,120</td>
<td>30,174</td>
<td>52.6%</td>
<td>23 Transit Buses and 4 Battery Electric Buses</td>
</tr>
<tr>
<td>Information Technology</td>
<td>2,101</td>
<td>3,710</td>
<td>15,337</td>
<td>37.9%</td>
<td>Enterprise Asset Management System and ePaper Dynamic Message Signs</td>
</tr>
<tr>
<td>Facilities</td>
<td>16,019</td>
<td>12,431</td>
<td>37,799</td>
<td>75.3%</td>
<td>Downtown Station, N Ops Electric Bus Yard Paving and Bus Stop Enhancements</td>
</tr>
<tr>
<td>Freight Railroad</td>
<td>279</td>
<td>0</td>
<td>295</td>
<td>94.4%</td>
<td></td>
</tr>
<tr>
<td>Property and Asset Mgmt</td>
<td>706</td>
<td>436</td>
<td>1,524</td>
<td>75.0%</td>
<td>Plaza Saltillo Revitalization, Crossings and Signals and Express Bus Lifts</td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>-</td>
<td>2,000</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Strategic Planning</td>
<td>-</td>
<td>-</td>
<td>500</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>704</td>
<td>357</td>
<td>2,093</td>
<td>50.7%</td>
<td>Property Perimeter Hardening and Security Cameras in Metro Police Vehicles</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$40,019</strong></td>
<td><strong>$26,137</strong></td>
<td><strong>$111,783</strong></td>
<td><strong>59.2%</strong></td>
<td></td>
</tr>
</tbody>
</table>

Outstanding commitments are for the purchase orders that have been issued.
THANK YOU!
TITLE: FY 2021 Proposed Budget Development Calendar
FY2021 Budget Development Calendar

Presented on May 22, 2020
FY2021 Budget Development Calendar

- Feb 6  Operating and Capital Budget kick-off meeting with departments
- Apr 15  Capital Budget requests received from departments
- Apr 19  Operating Budget requests received from departments
- May 22  Board reviews proposed budget calendar
- Jun 3  Initial review with Access Advisory Committee
- Jun 10  Initial review with Customer Satisfaction Advisory Committee
- Jun 10  Board Committees initial review and discussion
- Jul 15  Budget proposal presented to Board Committees
- Jul 27  Budget proposal presented to Board of Directors
FY2021 Budget Development Calendar

- Aug 5  Presentation to Access Advisory Committee
- Aug 12 Presentation to Customer Satisfaction Advisory Committee
- Aug 24 Proposed budget document is published online
- Aug 24 Notice of public hearing on proposed budget and capital improvement plan
- Aug 24-28 Public outreach at transit centers and rail stations
- Sep 16 Update Board Committees
- Sep 16 Public hearing on proposed budget and capital improvement plan at noon
- Sep 28 Board of Directors considers budget proposal
FY2021 Budget Development Calendar

- Early Oct  Approved budget is posted online
- Early Dec  Approved budget document submitted for consideration by Government Finance Officers Association - “Distinguished Budget Presentation” recognition
THANK YOU!
TITLE: Innovative Mobility Partnerships
Bikeshare + Transit

MetroBike Partnership Concept
City of Austin & Capital Metro

May 22, 2020
Vision for MetroBike

Connect Bikes + Transit

Electrification of bikes

Expanded service area

Partnership with the City
Vision for MetroBike
Operations

Current Austin B-cycle system:

- 200 e-bikes (pilot program)
- 500 standard bikes
- 75 stations

Daily Operations:
- Bikeshare of Austin
Partnership

Bikeshare of Austin
Daily Operations Maintenance

ROW Management
Physical Assets

“MetroBike” Brand
Planning & Program Oversight
Technology Integration

Packet Pg. 164
Next Steps

Summer:
- AIM Grant through FTA
- Approval of ILA between COA & CMTA

Fall:
- App payment integration
- Rebranding of Bcycle to MetroBike
- Unveil “MetroBike”
THANK YOU!
TITLE: Project Connect Update
Project Connect Update
PROJECT CONNECT TIMELINE

DEC 2018
Project Connect Vision Plan Adopted

APR 2019
Austin Strategic Mobility Plan Adopted

AUG 2019 – MAR 2020
Six Joint Work Sessions held, Covering Program, Funding and Governance

MAY 2020
Virtual Meetings Held

JUN 2020
Joint Session – System Plan Adoption

AUG 2020
Establish LGC Potential Transit Referendum Action

NOV 2020
Potential Transit Referendum

2021 – Beyond
It’s Go Time!

Community Engagement Ongoing
LIST OF MEETINGS

Completed:

May 15 | 2 PM  Greg Casar (Dist 4), Leslie Pool (Dist 7)
May 18 | 1 PM  Natasha Harper-Madison (Dist 1), Jeffery Travillion (Travis Co. Pct 1)
May 19 | 5 PM  Kathie Tovo (Dist 9), Wade Cooper (CapMetro Chair)
May 20 | 11 AM Jimmy Flannigan (Dist 6), Troy Hill (CapMetro Board)
          Eric Stratton (CapMetro Board Secretary)
May 20 | 5 PM  Alison Alter (Dist 10), Terry Mitchell (CapMetro Board)
May 21 | 6 PM  Un Foro Digital en Facebook En Vivo con Univision

Upcoming:

May 26 | 11 AM  Steve Adler (Austin Mayor), Wade Cooper (CapMetro Board Chair)
May 28 | 6 PM  Ann Kitchen (Dist 5, CapMetro Board), Paige Ellis (Dist 8)
May 29 | 2PM   Delia Garza (Dist 2, CapMetro Board),
          Sabino “Pio” Renteria (Dist 3, CapMetro Board)
TBD   KAZI live broadcast “The Forum”, Jeffery Travillion (Travis Co. Pct 1, CapMetro Board)
HIGH-FREQUENCY AND HIGH-CAPACITY ROUTES
TODAY VS. FUTURE

Project Connect creates an expanded, regional transit network to benefit us all,
WITH PLANNED DEVELOPMENTS

AUSTIN IS GROWING

ATTACHMENT: May Project Connect Update (4604: Project Connect Update)
RECOMMENDED SYSTEM PLAN MAP

A SYSTEM BUILT ON CONNECTIONS.
CHANGES SINCE MARCH 9

• Utilize preliminary 2045 CAMPO demographics for system plan scenarios
• Analysis of Gold Line as LRT
• Redline Phase II removed
  • Ridership gains do not justify the $380 million investment
## FINANCIAL IMPACT

<table>
<thead>
<tr>
<th></th>
<th>Capital</th>
<th>Op/Ex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold Line LRT</td>
<td>$1,200,000,000</td>
<td>$18,700,000</td>
</tr>
<tr>
<td>Gold Line BRT</td>
<td>-$700,000,000</td>
<td>-$10,800,000</td>
</tr>
<tr>
<td>Red Line Phase II</td>
<td>-$380,000,000</td>
<td>-$8,000,000</td>
</tr>
<tr>
<td>System Cost Difference</td>
<td>$120,000,000</td>
<td>-$100,000</td>
</tr>
<tr>
<td>50% Fed Share</td>
<td>$60,000,000</td>
<td></td>
</tr>
<tr>
<td>Local Share Cost Difference</td>
<td>$60,000,000</td>
<td></td>
</tr>
</tbody>
</table>
EVOLUTION OF THE GOLD LINE

HOW HAS IT PROGRESSED
• Board recommended in Dec 2018 looking at 2 Central Austin alternative options;
  • Crestview to ACC Highland option was redundant with the Blue Line operating on the Orange Line north of Republic Square
  • Ridership demand from ACC Highland to Republic Square confirmed viability of high-capacity transit on this segment

CHANGES SINCE MARCH 9
• Updated scenario analysis utilizing preliminary 2045 CAMPO demographics for system plan network
• Gold Line as LRT instead of BRT
  • Anticipated development in ‘innovation district’ along the corridor as well as increased ridership
  • O&M efficiencies in scale with system integration
  • Optimum model is ACC Highland to South Congress Transit Center
  • Integrated system with operational flexibility

Old Gold Line as BRT

New Gold Line as LRT

2018 GOLD ROUTE CONCEPT
Crestview to ACC Highland

2020 GOLD ROUTE
South Congress Transit Center to ACC Highland
UPCOMING DECISION POINTS

**MAY 2020**
- Virtual Meetings Held

**JUN 2020**
- Joint Session – System Plan Adoption on 6/10

**JUL 2020**
- City of Austin Annual Budget Review Process Begins on 7/13, Hearings on 7/23 & 7/30; CapMetro Annual Budget Review on 7/27

**AUG 2020**
- Potential Action to Form New Transit Partnership Board; City Council Approves Transit Referendum and Budget on 8/12; CapMetro Approves Capital and O&M Funding on 9/28

**NOV 2020**
- Potential Transit Referendum

Community Engagement Ongoing
TITLE: Broadmoor Station Update
New Broadmoor Red Line Station – Vicinity Map

- Adjacent to the Domain on North Burnet Road
- Half mile north of the existing Kramer rail station
- One mile north of the new Austin FC stadium
Broadmoor P3 Development - Overview

- New multi-modal transit hub
- Public-private partnership between Brandywine Realty Trust and Capital Metro
- Station is part of $2 Billion multi-phase development by Brandywine
Broadmoor P3 Development – Benefits

- Increases MetroRail Red Line station annual boardings to 240,000
- Provides a multi-modal transit connection in North Austin (Austin’s Second Downtown)
- Connected to a high-density, mixed-use development with a safe and walkable street grid
- Leverages private investment for a public project
Broadmoor P3 Development - Amenities

- Rail station with two double-length, covered platforms
- Over a half mile of new double track as part of the new station
- More than 400 shared parking spaces for transit users
- Multi-modal connectivity with routes 803, 240 and 466
- Pedestrian and bike friendly pathways
Next Steps

- Project Team to Finalize 100% Design Documents
- Finalize the partnership between CMTA and Brandywine
- Present agreement to Board for approval
THANK YOU!
TITLE: COVID-19 Recovery Task Force Update
COVID-19 Recovery & Improvement Plan

Sharmila Mukherjee, EVP Planning & Strategic Development

May 22nd Board Update
Task Force- Structure and Timeframes

- Task Force was formed in early April
- Team includes Executive Staff and SMEs
- Agile and iterative process
  - Keeping safety and security at the forefront
  - Developing scenarios for service restoration, financial forecasting, and agency preparedness for a phased recovery
- Three planning timeframes
  - Immediate Term - March through May 2020
  - Intermediate Term - June through August 2020
  - Longer Term (including Recovery and Rebuilding)— August 2020 through FY 2021 and beyond
Recovery Philosophy

Recover with CARE

C - Create safe places for staff & customers
A - Apply our resources wisely & equitably
R - Rely on data for decision making
E - Evaluate our results & adapt
Creating Safe Places

• Additional vehicle and facility cleaning procedures

• Sourcing and distribution of PPE for staff (and masks for customers)

• Operational adjustments to ensure proper physical distancing
Creating Safe Places

Modified flexible work schedules
• Considerations for childcare, health conditions, caretaker roles

Preparation of employees and managers with training, protocols

Preparation of facilities
• Circulation Plan with Physical Distancing
• Minimize touch points
Applying Resources Wisely & Equitably

• Supplemental Sick Leave
• Employee Service Recognition Bonus
• Service for transit dependent riders and essential workers
• Safety and equity focused fare strategy
• CARES Act funding strategy
• Sound OPEX and CAPEX forecasts for FY20 and FY21
Applying Resources Wisely & Equitably

- Develop a Safe and Equitable Fare Strategy for
  - Fare-Free April & May
  - Advancing contactless fare collection system to reduce contact and cash
  - Reinstating fares from June
  - Reduced fares for unemployed in June
- CARES Act funding Strategy Developed, and grant awarded
- FY 2021 Budget scenarios under development
- Cashflow forecast developed and liquidity is adequate in the short term and projected longer term
  - March 2020 Sales Tax receipts are down 4.2% from March 2019
  - March year to date Sales Tax receipts are 6.8% higher than previous year
Relying on Data for Decisions

• Factors for returning to regular service:
  • Transit Demand
  • Operator Availability

• Using boarding data to identify trends
  • Vehicle capacity
  • Ridership models
  • Handling overflow
  • Schedule adjustments
Relying on Data for Decisions

• Current Adjusted Service Levels
  • Most routes on Sunday schedules
  • Limited trips on Flyer routes
  • Additional routes to ensure coverage to services
  • Reduced Pickup hours

• Limited Express Bus Service began this Monday
  • 4 morning and 4 afternoon trips on Route 985
  • 2 morning and 2 afternoon trips on Route 935
Evaluate Our Results & Adapt

• Commitment to operator, staff, customer, and community safety
• Commitment to reliable, agile, and equitable
• Planning is an iterative process
  • Thorough documentation and progress reporting to inform future decisions
  • Monthly Update to the Board of Directors
This could not have been possible without our operators on the front line.