I. Pledge of Allegiance

II. Safety Briefing

III. Recognition

IV. Public Comment:

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

VI. Board Committee Update:
   1. CAMPO update

VII. Action Items:
   1. Approval of Minutes from the November 18, 2019 Board Meeting.
   2. Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2020, to December 31, 2020, and increase the total contract amount by $400,000 for the option period.
   3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with CDW Government, LLC. to acquire workstation technology in an amount not to exceed $200,000.
   4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Bytemark, Inc. for the annual hosting, licensing, maintenance and support of the Mobile Ticketing and Traveler Tools Application Systems for a base period of one year, with four one-year options in an amount not to exceed $6,079,065.
5. Approval of a resolution confirming the evaluation rating for Fiscal Year 2019 for President & CEO Randy Clarke as __________ and that the Board approves the adjustment of base pay to $____________ and a performance achievement bonus of $______. The increases are awarded retroactively to October 6, 2019 in accordance with the Employment Agreement.

6. Approval of a resolution authorizing the President/CEO or his designee, to implement the FY 2020 Strategic Plan.

VIII. Presentations:

1. FY2019 Financial Report

IX. Reports:

1. President's Report

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

   Section 551.074 for personnel matters - President & CEO 2019 Performance Evaluation.

XI. Items for Future Discussion:

XII. Adjournment

ADA Compliance

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

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

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
TITLE: Update on the Access Advisory Committee (AAC)
Access Advisory Committee  
Wednesday, December 4, 2019  
2910 E. 5th Street, Austin, Texas 78702  
5:30 p.m. – 6:35 p.m.

Call to Order:  
*Chair Chris Prentice, Access Advisory Committee*  
Chairman Prentice called the meeting to order at 5:32 p.m.

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

Capital Metro staff and contractors present were Ricardo Boulware, Julie Lampkin, Raul Vela, Rafael Villareal, Martin Kareithi, Nathaniel DeGrandefield, Yannis Banks, Leanne Tribe Trapeze, Mike Valero, Suzie Edrington, Otmar Foehner (Community Member)

Citizens’ Communication  
*Members of the public*

Otmar Foehner – I’m representing 3 riders who are deaf. He wants to talk about bus notifications when it arrives. Sometimes the access vehicle stops at different location then where they were waiting. Austin Public Library was one location. The bus didn’t show. When he called Access, he was told the kids weren’t at the designated stop. He can track them on their phone and was able to see that they were. The girls were approached by strangers that started to mess with them (touching hair, playing with wheelchair). Wants to know if they get a text notification for when the vehicle arrives. It was a scary situation for him & his girlfriend. Situations like this have happened many times. The girls are deaf & are not strong communicators. Julie – Currently we do not have a SMS feature, but it is something we can look at as we upgrade our software. He would like to give suggestions. Access – Can you let the drivers know the disability of the rider before they pick them up? Suzie – We cannot currently. Access – For designated Metro Access pickups, signs should be placed so passengers & operators know where the location is to limit confusion. Waiting a year for the procurement process would be too long to wait for something to change. Suzie – We do have a site evaluation process that we can go thru that we can include in the comments. Access – Have a follow up on the agenda to make sure this is addressed.

Possible TVM Special Meeting  
*Martin Kareithi, Program Manager, Accessible Services*

We are working on purchasing new ticket vending machines. The new tvms are a little different from what we currently have. He wants a unit to come to Access meeting so they can get a hands-on feeling. They will be on site Dec 16th – 19th. They will be installed in early Feb/March. Will you be open to having a special called meeting so you can try them out? Access – How is Dec 18th? Two members will be out of town. Martin will contact Shawn Brown to see what’s possible.
Access Advisory Committee Work Session
Access Committee

Pedestrian Signals – Martin – We work with the city on some signals. At the end of the day it is the COA decision on where they go.

Improvements to Cap Metro App – Access – I have used the new App & it is much better than the old one. Mike – Does Bytemark update the website or just the mobile app. Martin – Bytemark just does the ticketing. I think the issue was that we had have some issues with the toggling of the buttons between the different browsers. That issue should have been fixed about it not being in compliance. Access – What about additional Pickup service? Julie – We will be launching additional service in Leander on Dec 17th.

Review 2020 Access Committee Workplan
Access Committee

Work plan approved unanimously.

Elections
Access Committee

Chair – Nominations: Chris nominated by John, Paul nominated by John, Chris wins 5 votes, 1 abstained
Vice Chair – Paul nominated by John
Paul elected by acclimation 6-0
Secretary – Estrella nominates Mike
Mike elected 6-0

Approval of November 2019 Minutes
Access Committee

John motion approved, Estella second. Carries 6-0

Metro Access Performance
Suzie Edrington,

Attached PowerPoint

The Federal Transportation Administration looks at three things: OTP, answering calls promptly and reasonable hold times. Access – What does abandon call mean? Suzie – How many people hang up while on hold. Our November OTP was 89%. It’s coming back up. Abandonment rate for Nov was 5%. We hit our goal. Ave hold time was 1 min 50 seconds.

Motion to accept Molly Resignation. Approved unanimously

Adjourned 6:44
Approval of Minutes from the November 18, 2019 Board Meeting.
I. Pledge of Allegiance

II. Safety Briefing

Vice President of Safety, Risk Management, and Accessible Services Management Gardner Tabon gave his monthly briefing. This month's focus was on driving tips for the holidays.

III. Recognition

Chair Cooper continued the monthly recognitions for long-tenured employees. This month's recognitions were for Charles Davila, a bus operator with 40 years of service, and Dwanye Risby, a bus operator with 38 years of service.

IV. Public Comment:

Gus Pena, citizen, asked that the companies managing bus operations contract recognize the importance of the bus operators and give them the respect they are due when a new contract is finalized. Operators are the key frontline employees.

David King, citizen, urged the board to comply with Title VI of the Civil Rights Act and eliminate inequities that are the result of Cap Remap in the northeast area of the city. He also asked the board to recognize the displacement of current residents and small businesses as more transit-oriented development occurs.

Ann Milne from the City's Transportation Department recently began a new role doing intergovernmental engagement. She introduced herself and said that she looks forward to working with the board and Capital Metro.

Zenobia Joseph, citizen, commented on the Consent Agenda item approving the board minutes from the October meeting. She made comments at the October meeting related specifically to schools and routes in the northeast part of the city, but the minutes do not reflect the specific area that she had mentioned. She asked that the minutes be amended to reflect at least the geographic area that she spoke on, if not the specific schools. She also asked for further financial details on Consent item #3, the Travis County ILA for employee transit passes -- specifically an explanation of the increased amount.

Ian Mitchell, citizen, complimented the board and Capital Metro for growing ridership. He would like to see routes even further simplified with increased frequency. He hopes that better service will mean that not everyone who moves to Austin will have to bring a car.

V. Advisory Committee Updates:

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

Yannis Banks, Community Involvement Specialist, presented the monthly report. This month the committee was given a Project Connect update; presentations on the performance dashboard and workforce diversity; and an update on the new downtown station.
2. Update on the Access Advisory Committee (AAC)

Yannis Banks, Community Involvement Specialist, presented the monthly report. This month the committee heard updates on the performance dashboard; replacement of paratransit vans; workforce diversity; and a presentation on recent problems with on-time performance.

VI. Board Committee Updates:

1. Operations, Planning and Safety Committee

The committee did not meet this month, so no report was given.

2. Finance, Audit and Administration Committee; and

Chair Mitchell presented the report. The committee met on November 6th and recommended the Travis County ILA for today's Consent Agenda. They also heard updates on Internal Audit items in progress and did the annual performance review for the Vice President, Internal Audit.

3. CAMPO update

No report was given this month.

VII. Consent Items

RESULT: ADOPTED [UNANIMOUS]

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

1. Approval of Minutes from the October 28, 2019 Board Meeting.

2. Approval of a resolution adopting the 2020 Board Meeting Calendar.

3. Approval of a resolution authorizing the President & CEO, or his designee, to modify an Interlocal Agreement (ILA) with Travis County for employee transit passes to increase the agreement's not-to-exceed amount from $87,000 to $110,000, an increase of $23,000.

VIII. Action Item

1. Approval of a resolution directing the President & CEO, or his designee, to create a Red Line Parkway Plan for Trails, Parks, Public Space, and Trail-Oriented Development along the Capital Metro Red Line, including a strategy for the development, management, and operation of this plan and implementation schedule.

This resolution was brought forward at the request of Board Member Kitchen. The Austin City Council passed a similar resolution recently and she urges the two entities to work together on this effort.

Tom Wald from the Redline Parkway Initiative provided Public Comment on the background behind this resolution. There has been a longtime plan to create a trail in this corridor, but only short sections have been built. The Parkway Initiative will have its official launch party this week in support of the effort.

Board Member Kitchen said she would like to add language directing the President & CEO to coordinate with the City of Austin, with the City taking the lead in some ways.

Board Member Stratton asked Mr. Wald if he could give some background on the Redline Parkway Initiative group. Mr. Wald explained that the group was founded in 2017 and has been working with
Capital Metro since that time. He outlined several of the goals of the organization and clarified that as things evolved the group would most likely be involved in coordination between parties and in fundraising.

Chair Cooper, Board Member Kitchen and President Clarke led a discussion on the wording of the resolution and several changes and clarifications were made via a friendly amendment. Board Member Stratton expressed concern that this process feels a little rushed, and that procedurally he would feel better if we could postpone this for a month to have some time to review and get more information. Board Member Kitchen explained that while she understands that, this resolution is really just saying that we are interested in this concept and would like to see the parties work together to see if a we can find a way to move forward on it.

(Given the clarifications and additions to the resolution from the dais, the Board elected to take action on this item after returning from Executive Session when they could have a hard copy of the final resolution in front of them.)

After Executive Session Board Member Stratton expressed his thanks to Board Member Kitchen and Chair Cooper for the brief delay. He appreciates the clarifications and having it on paper in front of him and now supports this.

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

IX. Presentations:

1. Contracted Bus Operations and Maintenance Update

Chief Customer Officer Dottie Watkins presented this item.

She gave a brief presentation on the background of the new contract and award, which combines operations at both locations under one contract with MV Transportation. Much of the activity to date has been communicating with, mobilizing, and training of both new and incumbent staff. RATPDev, the existing contractor at the 2910 East 5th facility, has been supportive and helpful in granting access to their employees.

Dottie also gave an overview of the facilities and equipment that will be part of the transition. A third party has been assisting with inspections of each vehicle. Approximately 60 new non-revenue vehicles will also be placed into service. Both the current MV and the RATPDev contracts will need to be closed out as well.

Board Member Stratton asked about negotiations with the ATU toward a new labor contract. Dottie asked the MV General Manager Ron Barnes to step up and give an update. Mr. Barnes expressed confidence that both parties are ready to wrap up negotiations, with a next meeting set to occur on December 5th and 6th. Dottie also commented that if both parties are not able to reach an agreement, the typical outcome is that an agreement is reached to work under the existing contract.

2. Route Performance Dashboard Update

Director of Performance and Strategic Initiatives Pat Vidaurri presented this item.

Currently we have on the Capital Metro website dashboards that focus on Safety, Reliability, Financial, and Ridership. This presentation was to preview and get feedback from the board on a new Route Performance dashboard, to allow ridership and other data to be presented by route. This dashboard pulls data from each of the other dashboards to present its data. Pat gave an overview of
the development and feedback processes so far. She thanked staff member Maria Garza and the IT department for their hard work on the project.

Board Member Stratton expressed his thanks and gratitude for the new tool, commenting that it was a great step forward for transparency.

President Clarke thanked Board Member Stratton and gave some credit for the idea to Board Member Mitchell. He also thanked Pat, Maria, and the IT staff for giving the agency another tool to support the mission. Chair Cooper concurred with the assessment and added his thanks.

3. Project Connect and Community Engagement Update

Program Officer Dave Couch and Manager of Community Involvement Jackie Nirenberg presented this month's report.

Dave ran through an updated program timeline and upcoming milestones on the Blue/Orange, MetroRapid, and Green Lines. We continue to work and meet with City of Austin staff to discuss technical details.

Jackie presented current engagement metrics and discussed several recent outreach events. Virtual Open Houses for the Blue and Orange Lines are also currently online.

Zenobia Joseph, citizen, provided Public Comment urging the board not to neglect transit coverage as they get updates on ridership. Specifically, the frequency of Route 392 is not adequate, and recent bus enhancements have not trickled down to customers in the northeast area of the city. She would also ask that the location of the southbound Chinatown stop be relocated to improve safety. Board Member Kitchen asked if the board could be looped into any follow up on the relocation.

X. Reports:

1. President's Report

President Clarke presented his report. This month's items included the upcoming Stuff the Bus campaign; the opening of the temporary Downtown Station which will allow service back into that location; a recent Veteran's Day recognition for Capital Metro service members; Capital Metro's recent award for Transportation Demand Management excellence from the Association of Commuter Transportation; and recent ridership data that shows 13 straight months of growth.

Chair Cooper complimented staff on the ridership data and on the early opening of the temporary rail station downtown. He also felt the recent presentation during the joint worksession with Austin City Council was excellent.

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

Section 551.074 for personnel matters - Discussion of President & CEO 2019 Performance Evaluation

Went into executive session at 2:09 PM
Returned from session at 2:50 PM

XII. Items for Future Discussion:

XIII. Adjournment

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

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

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2020, to December 31, 2020, and increase the total contract amount by $400,000 for the option period.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of one year from January 1, 2020, to December 31, 2020, and increase the total contract amount by $400,000 for the option period.

FISCAL IMPACT:
This action is revenue-generating.

STRATEGIC PLAN:
Strategic Goal Alignment:
4. Valued Community Partner

Strategic Objectives:
4.4 Organizational Partner Satisfaction

EXPLANATION OF STRATEGIC ALIGNMENT:
Extension of the ILA with the City of Austin will maintain a strong partnership that supports Capital Metro's mission and vision. The ILA extension has the potential to increase ridership on Capital Metro services and increase revenue.

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

COMMITTEE RECOMMENDATION:
This item will be presented to the full board on December 16, 2019.

EXECUTIVE SUMMARY:
As part of Capital Metro’s desire to build strong community partnerships that further Capital Metro’s mission and vision and as part of Capital Metro’s and the City of Austin's continued joint effort to promote sustainability through transportation alternatives, this agreement is an extension of an Interlocal Agreement (ILA) with the City of Austin for employee transit passes for a period of 1 year from January 1, 2020, to December 31, 2020, and which increases the total contract amount by $400,000 for the extension option period. This is the final option period.
DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1133)
City of Austin ILA for Transit Passes Extension

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to execute an extension of an Interlocal Agreement (ILA) for employee transit passes with the City of Austin for a period of one year from January 1, 2020, to December 31, 2020, and increase the total contract amount by $400,000 for the extension option period.

__________________________________________
Secretary of the Board
Eric Stratton

Date: ____________________________
Amendment No. 4
of Contract No. N160000005
for Bus Transportation Services for City Employees (Interlocal)
between
Capital Metropolitan Transportation Authority (Capital Metro) and the City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective January 1, 2020, through December 31, 2020. Zero options remain.

2.0 The total contract amount is increased by $400,000.00 for the extension option period. The total Contract authorization is recapped below:

<table>
<thead>
<tr>
<th>Term</th>
<th>Action Amount</th>
<th>Total Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Term: 01/01/2016 – 12/31/2016</td>
<td>$400,000.00</td>
<td>$400,000.00</td>
</tr>
<tr>
<td>Amendment No. 1: Option 1 01/01/2017 – 12/31/2017</td>
<td>$400,000.00</td>
<td>$800,000.00</td>
</tr>
<tr>
<td>Amendment No. 2: Option 2 01/01/2018 – 12/31/2018</td>
<td>$400,000.00</td>
<td>$1,200,000.00</td>
</tr>
<tr>
<td>Amendment No. 3: Option 3 01/01/2019 – 12/31/2019</td>
<td>$400,000.00</td>
<td>$1,600,000.00</td>
</tr>
<tr>
<td>Amendment No. 4: Option 4 01/01/2020 – 12/31/2020</td>
<td>$400,000.00</td>
<td>$2,000,000.00</td>
</tr>
</tbody>
</table>

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment, the City of Austin confirms that Capital Metro and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Capital Metropolitan Transportation Authority (Capital Metro)

CITY OF AUSTIN:

By: ______________________________  By: ______________________________
Printed Name: James Scrobro, Purchasing Officer
Title: President/CEO
AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR
TRANSIT SERVICES

This agreement ("Agreement") effective January 1, 2016, is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described in this Agreement, and are made from current revenues available to the paying party.

On November 12, 2015, the Austin City Council authorized the execution of this Interlocal Agreement with Capital Metro in an amount not to exceed $400,000, with four one year extension options in an amount not to exceed $400,000 per extension option, for a total contract amount not to exceed $2,000,000.

Recognizing the importance of a regional mobility system, and the desire to encourage city employees to access public transportation, the City of Austin, a home rule municipal corporation, ("City") and Capital Metropolitan Transportation Authority ("Capital Metro") a transportation authority organized under the provision of the Texas Transportation code, Chapter 451, enter into this Agreement as follows:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of Capital Metro. Subject to the provisions of the Terms and Conditions contained herein, Capital Metro is to provide the services set forth in Section 2, Scope of Work.

1.2 Responsibilities of Capital Metro. Capital Metro shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for Capital Metro to perform services beyond those stated in the Scope of Work, Capital Metro and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 Responsibilities of the City. The City’s Contract Manager will be responsible for exercising general oversight of the activities and services under this Agreement. Specifically, the Contract Manager will represent the City’s interests in resolving day-to-day issues that may arise during the term of this Agreement. The City will participate regularly in conference calls or meetings for status reporting, promptly review any written reports submitted by Capital Metro, and approve all invoices for payment, as appropriate. The City’s Contract Manager will provide Capital Metro timely feedback on the acceptability of progress and task reports.

1.4 Designation of Key Personnel. Capital Metro’s Contract Manager for this agreement is Greg Buford, 512-389-7449. The City’s Contract Manager for the engagement is Karen Haywood, 512-974-3465.

SECTION 2. SCOPE OF WORK

2.1 Capital Metro’s Obligations. Capital Metro shall fully and timely provide all deliverables described herein in accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations.

2.2 Purpose. City employees shall have access and use of Capital Metro’s Transportation Services which consist of bus service and rail service, MetroWorks vanpool service, and MetroAccess paratransit service (collectively, the “Services”) upon presentation of a valid transportation pass.
2.3 Tasks.

2.3.1 Capital Metro shall allow City employees to have unlimited use of Capital Metro’s bus and rail services upon presentation of a valid transit pass and City of Austin identification badge if requested. Capital Metro shall deliver annual transit passes for bus and rail service, RideShare, and MetroAccess to the City of Austin Human Resources Department who will distribute the passes to employees. Capital Metro shall deliver 5,000 transit passes, 200 RideShare passes, and 50 MetroAccess passes to the City no later than December 1, 2015, and December 1 each subsequent year of the contract.

2.3.2 Capital Metro shall monitor, compile and analyze the bus and rail ridership data through the use of transportation passes, at bus fare boxes and rail platform card validators, and provide quarterly agreed upon reports to the City based on this data. Capital Metro and the City will reconcile RideShare and MetroAccess services and employee eligibility each month. Capital Metro will submit quarterly invoices for these services based on these reconciliations. Quarterly invoices for all services will be submitted simultaneously with the ridership data reports.

2.3.3 The City shall promote transit use to their employees with the assistance of the Capital Metro Community Involvement Office.

2.3.4 Eligible MetroAccess employee must follow Capital Metro’s process for reservations and services.

2.3.5 Capital Metro and the City mutually understand the need for coordination and prior approval(s) of their respective governing bodies regarding services, activities and initiatives that involve additional funds.

SECTION 3. COMPENSATION

3.1 Agreement Amount. In exchange and receipt for transportation services, Capital Metro will be paid an amount not to exceed $400,000 for the initial period, and $400,000 for each of the four one-year extensions for a total amount not to exceed $2,000,000.

3.1.2 The City shall reimburse Capital Metro for all bus and rail and rail services for each City employee ride at the following rates.

3.1.2.1 For the period of January 1, 2016, through December 31, 2016, the reimbursement rate is $0.75 for all Local service (Metro and Downtown Connector), $1.15 for all Premium service (MetroRapid and Flyer), and $2.00 for all Commuter service (Rail and Express).

3.1.2.2 For the period of January 1, 2017, through December 31, 2020, the reimbursement rate is $0.85 for all Local service (Metro and Downtown Connector), $1.25 for all Premium service (MetroRapid and Flyer), and $2.45 for all Commuter service (Rail and Express).

3.1.3 Capital Metro will be reimbursed $70.00 a month per employee for access to RideShare vanpool services. Employees will reimburse Capital Metro (or a designated contractor) for any fees exceeding the $70.00 paid by the City for vanpool services.

3.1.4 Capital Metro will be reimbursed $46.50 a month per employee for access to MetroAccess paratransit services. Employees will reimburse Capital Metro (or a designated contractor) for any fees exceeding the $46.50 paid by the City for paratransit services.

3.1.5 The City shall reimburse Capital Metro for the cost of printing 5,250 transportation passes (bus, vanpool, and paratransit) for Services at a rate of $0.45 a pass for a yearly cost of $2,362.50. If additional passes are required the City will reimburse Capital Metro for these at the rate of $0.45 per pass.

3.2 Invoices. Capital Metro will submit quarterly invoices with ridership data to the City.

3.2.1 Based upon reconciled ridership services and employee eligibility each quarter, Capital Metro shall submit itemized invoices including ridership data reports for bus, rail, vanpool, and paratransit services.
3.2.2 Invoices shall contain a non-duplicated invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department’s Name, and the name of the point of contact for the Department. Invoices shall be itemized and submitted no later than 30 days after the end of each quarter. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Capital Metro’s invoice. Invoices received without all required information cannot be processed and will be returned to the Capital Metro. Invoices shall be mailed to the below address:

<table>
<thead>
<tr>
<th>City of Austin</th>
<th>Human Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department</td>
<td>Department</td>
</tr>
<tr>
<td>Attn:</td>
<td>Karen Haywood</td>
</tr>
<tr>
<td>Address:</td>
<td>P. O. Box 1088</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Austin, Texas 78767</td>
</tr>
</tbody>
</table>

3.3 Payment.

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City’s receipt of the invoice and ridership data reports.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of one percent (1%) per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-B-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4 Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding. The City’s payment obligations are payable only and solely from funds Appropriated and available for this Agreement. The absence of Appropriated or other lawfully available funds will render the Agreement null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid will be returned to Capital Metro. The City will provide Capital Metro written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City shall be responsible for payment for all services through the date of the termination and upon termination City employees shall cease to utilize the transportation passes for Capital Metro services.

SECTION 4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on January 1, 2016, and may be extended thereafter for up to four (4) twelve (12) month extension periods in the amount per extension as described in Section 3.1, provided the Capital Metro Board authorized the President/CEO or her designee and the City Purchasing Officer or his designee agree in writing to the extension option.

4.2 Right to Assurance. Whenever one party to the Agreement in good faith has reason to question the other party’s intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

4.3 Default. Either party shall be in default under the Agreement if either party (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, or (b) fails to provide adequate assurance of performance under the Right to Assurance paragraph contained herein.

4.4 Termination. Either party shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days’ prior written notice. Upon receipt of a notice of termination, Capital Metro shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any,
specified in the notice of termination. The City will pay Capital Metro, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance.**

5.1.1 **General Requirements.** Capital Metro maintains general liability and auto liability risk coverage through the Texas Municipal League Risk Pool and shall provide evidence of coverage to the City upon request.

5.1.2 **Bus Operator Requirements.** Capital Metro shall require its bus operator contractors to carry at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement and shall provide the City with evidence thereof upon request.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $500,000 for coverage A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Contracts related to the project.
5.1.2.1.2 Independent Contractor’s Coverage.
5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.
5.1.2.1.4 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** Capital Metro shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** This Agreement does not abrogate Capital Metro's responsibility to comply with all applicable federal, state and local non-discrimination laws.

5.2.2 **Americans with Disabilities Act (ADA) Compliance.** Capital Metro or Capital Metro's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Rights to Contractual Material.** All material submitted by Capital Metro to the City shall become property of the City upon receipt. Any portions of such material claimed by Capital Metro to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, of the Texas Government Code.

SECTION 6. MISCELLANEOUS

6.1 **Compliance with Health, Safety, and Environmental Regulations.** Capital Metro, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City. In case of conflict, the most stringent safety requirement shall govern.

6.2 **Right to Audit.**

6.2.1 Capital Metro agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City will have access to and the rights to audit, examines, or reproduce...
and all records of Capital Metro related to the performance under this Agreement. Capital Metro shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of Capital Metro are resolved, whichever is longer. Capital Metro agrees to refund to the City any overpayments disclosed by any such audit.

6.3 **Claims.** If any claim, demand, suit, or other action is asserted against Capital Metro which arises under or concerns the Agreement, or which could have a material adverse effect on Capital Metro’s ability to perform thereunder, Capital Metro shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by Capital Metro. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West Second Street, Fourth Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

6.4 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and Capital Metro shall be addressed as follows:

<table>
<thead>
<tr>
<th>To the City:</th>
<th>To Capital Metro:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin, Purchasing Office</td>
<td>Capital Metropolitan Transportation Authority</td>
</tr>
<tr>
<td>Corporate Contract Administrator</td>
<td>Attention: Vice President Marketing</td>
</tr>
<tr>
<td>P O Box 1088</td>
<td>Additional copy to: Kerri L. Butcher, Chief</td>
</tr>
<tr>
<td>Austin, TX 78767</td>
<td>Counsel.</td>
</tr>
<tr>
<td>2910 East Fifth Street</td>
<td></td>
</tr>
</tbody>
</table>

6.5 **Advertising.** Neither party shall advertise or publish works without the other party’s prior consent nor the fact that both parties have entered into this Agreement, except to the extent required by law.

6.6 **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. Capital Metro’s services shall be those of an independent contractor. Capital Metro agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

6.7 **Modifications.** The Agreement can be modified or amended only by written documentation signed by both parties. No pre-printed or similar terms on any Capital Metro invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement. The City Manager and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further City Council action or action from the Capital Metro Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective City substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

6.8 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

6.9 **Dispute Resolution.** If a dispute arises out of or relates to the Agreement, or the breach thereof, 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 fourteen (14) calendar 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 this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

6.10 Jurisdiction and Venue. The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

6.11 Invalidity. The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

6.12 Waiver; Consents. No consent or waiver, express or implied, by either party hereto or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

6.13 Force Majeure. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

6.14 Remedies. All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

6.15 Assignment. No party here to shall have the right, power or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, without the prior written approval of the other party.

6.16 Successor in Interest. All of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns and nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions of this Agreement; this Agreement and conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties and for the benefit of no other person.
6.17 **Right to Sue.** Capital Metro and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third party beneficiary or otherwise, to enforce this agreement.

6.18 **Holidays.** The following holidays are observed by the City:

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

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

6.19 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Agreement by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are attached and are available on the Internet at the following online address: [https://austintexas.gov/department/standard-bid-documents](https://austintexas.gov/department/standard-bid-documents).

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

By: ____________________________
Signature: ____________________________
Name: LINDA WATSON
Printed Name: ____________________________
Title: ____________________________
Date: 12/17/15
Approved as to Form: ____________________________
CMTA Legal Department

**CITY OF AUSTIN**

By: ____________________________
Signature: ____________________________
Name: Mark A. Washington
Printed Name: ____________________________
Title: Interim Assistant City Mgr.
Date: 12/11/15
Approved as to Form: ____________________________
Assistant City Attorney
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with CDW Government, LLC. to acquire workstation technology in an amount not to exceed $200,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with CDW Government, LLC, to acquire workstation technology in an amount not to exceed $200,000.

FISCAL IMPACT:
Funds are available in the FY20 Operating 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 acquiring workstation technology, such as desktops, laptops, tablets and accessories in a state of good repair ensures stable and reliable systems as well as the productivity of employees.

BUSINESS CASE:
This is a state of good repair initiative primarily to replace workstation technology that has exceeded its useful life or to acquire new workstation technology where needs have changed. The lifecycle of the typical workstation is four years. Each year approximately one quarter of the workstations are replaced to maintain a state of good repair.

COMMITTEE RECOMMENDATION:
This item will be presented to the full board on December 16, 2019.

EXECUTIVE SUMMARY:
This contract will provide for the acquisition of workstation technology that is past its useful life or where business needs have changed. For FY19, that will be between 110 and 150 workstations.

SBE PARTICIPATION:
No SBE goal is assigned to this project due to limited subcontracting opportunity. The prime contractor has established Good Faith Efforts as required by the originating contracting entity. However, we will work with the selected vendor for a commitment towards small business participation.
PROCUREMENT:
The Authority will utilize the Department of Information Resources (DIR) contract #DIR-TSO-4159, held by HP, Inc., to contract with reseller CDW Government, LLC., to supply Hewlett-Packard Manufacturer Branded Workstation Hardware Technology with Extended Warranty.

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 Hewlett-Packard Manufacturer Branded Workstation Hardware Technology with Extended Warranty was determined to be fair & reasonable by DIR’s organization during its solicitation and award process.

The following is the not to exceed approval amount for the acquisition of Workstation Technology Hardware:

<table>
<thead>
<tr>
<th>Description</th>
<th>Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workstation Technology Hardware</td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

The contract will be a fixed price type contract.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1100)
Acquisition of Workstation Technology

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide adequate state of good repair for the workstation infrastructure; and

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with CDW Government, LLC. to acquire workstation technology in an amount not to exceed $200,000.

__________________________________________
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 Bytemark, Inc. for the annual hosting, licensing, maintenance and support of the Mobile Ticketing and Traveler Tools Application Systems for a base period of one year, with four one-year options in an amount not to exceed $6,079,065.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Bytemark, Inc. for the annual hosting, licensing, maintenance and support of the Mobile Ticketing and Traveler Tools Application Systems for a base period of one year, with four one-year options in an amount not to exceed $6,079,065.

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

Strategic Objectives:
1.3 Net Promoter Score/Customer Satisfaction, 3.6 Adherence to State of Good Repair Program

EXPLANATION OF STRATEGIC ALIGNMENT:
The Mobile Ticketing and Traveler Tools Application Systems are strategic to Capital Metro’s ability to deliver service on a daily basis. The System is used by riders to plan trips, look up bus arrivals, purchase fare, and receive alerts of changes to services delivery.

BUSINESS CASE:
The Mobile Ticketing and Traveler Tools Application Systems provides traveler tools, real-time information, ticketing, account management, fare inspection software and hardware, and administrative tools. It is a vital and critical system for the Agency’s daily operation. Each day, at least 1 in 3 passengers uses the mobile app, and support is provided for:

- Ticketing
  - Approximately 250,000 total accounts
  - Approximately 500,000 downloads; 29,819 during the past 90 days
- Traveler Tools
  - 840,745 daily travel queries (trip planning, next departure)
  - 141,597 daily map queries
- Mobile Ticketing
  - 75,000 pass sales monthly (individuals); 1,500 (business partners)
• Onboard Ticket Validation
  o Validators currently on all doors of MetroRapid vehicles. Project underway to place validators on all vehicles (913 individual validators)

• Fare Inspection Handheld POS/Validators
  o Used by staff to validate and sell passes

The current agreement for maintenance and support for these systems is ending and this resolution would provide the continuation of services and support along with options for future years. The new contract includes support for increased demand along with flexibility to have Bytemark provide credit card processing, if it is determined that this is in the best interest of Cap Metro.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on December 16, 2019.

EXECUTIVE SUMMARY:
In 2013, the Board awarded a contract to Bytemark, Inc. for a Mobile Ticketing and Traveler Tools System, along with Warranty, Maintenance, and Support for six years. Since then, the system has grown to support more than $4 million in fare sales and more than 300 million traveler queries annually. It has also been enhanced to support additional features and capabilities, including ongoing projects to extend capabilities further such as placing ticket validators on all buses.

This resolution provides for the annual hosting, licensing, maintenance and support of the Mobile Ticketing and Traveler Tools Application Systems for a period of up to five years.

SBE PARTICIPATION: No SBE goal is assigned to this solicitation because it is a sole source procurement and there is no scope of subcontracting. It is justified as a sole source because of proprietary reasons.

PROCUREMENT:

On April 3, 2019, a Request for Proposal Sole Source was issued and advertised. The proposal from Bytemark, Inc. was received by the due date of April 24, 2019, prior to 3:00 p.m. The proposal was reviewed in all aspects of pricing and technical approach. Bytemark submitted revised pricing on November 4, 2019.

The contract will be a fixed price for the Base Year and four (4) one-year renewal option periods.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Award</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Base Year – Hosting, Licensing, Maintenance &amp; Support</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ticketing, Software Hosting and Services</td>
<td>$ 410,000.00</td>
</tr>
<tr>
<td>Onboard Validators Hardware and Software</td>
<td>$ 115,528.00</td>
</tr>
<tr>
<td>Fare Inspection Hardware and Software</td>
<td>$ 16,744.00</td>
</tr>
<tr>
<td>Traveler Tools Software and Services</td>
<td>$ 278,400.00</td>
</tr>
<tr>
<td><strong>Total Base Year</strong></td>
<td><strong>$ 820,672.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Option Year 1 - Hosting, Licensing, Maintenance &amp; Support</th>
<th>$ 1,022,675.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option Year 2 - Hosting, Licensing, Maintenance &amp; Support</td>
<td>$ 1,172,600.00</td>
</tr>
<tr>
<td>Option Year 3 - Hosting, Licensing, Maintenance &amp; Support</td>
<td>$ 1,226,822.00</td>
</tr>
<tr>
<td>Option Year 4 - Hosting, Licensing, Maintenance &amp; Support</td>
<td>$ 1,283,654.00</td>
</tr>
<tr>
<td><strong>10% Contingency</strong></td>
<td><strong>$ 552,642.00</strong></td>
</tr>
<tr>
<td><strong>Not to Exceed Total</strong></td>
<td><strong>$ 6,079,065.00</strong></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-2019-1148)
Bytemark Systems Maintenance and Support

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to maintain and support the Mobile Ticketing Application System to provide consistent information and services to customers.

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 Bytemark, Inc. for the annual hosting, licensing, maintenance and support of the Mobile Ticketing and Traveler Tools Application Systems for a base period of one year, with four one-year options in an amount not to exceed $6,079,065.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
Approval of a resolution confirming the evaluation rating for Fiscal Year 2019 for President & CEO Randy Clarke as _________ and that the Board approves the adjustment of base pay to $___________ and a performance achievement bonus of $______. The increases are awarded retroactively to October 6, 2019 in accordance with the Employment Agreement.
SUBJECT:
Approval of a resolution confirming the evaluation rating for Fiscal Year 2019 for President & CEO Randy Clarke as __________ and that the Board approves the adjustment of base pay to $___________ and a performance achievement bonus of $______. The increases are awarded retroactively to October 6, 2019 in accordance with the Employment Agreement.

FISCAL IMPACT:
Funding for this action is available in the FY 2020 Operating Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
2. Engaged Workforce

Strategic Objectives:
2.1 Staff Engagement

EXPLANATION OF STRATEGIC ALIGNMENT:
The performance goals established by the board for the President & CEO are aligned with the goals in the Strategic Plan. The board's annual evaluation and specific action on the President & CEO's performance enhances organizational development and employee reward programs by linking compensation to the accomplishment of Capital Metro’s strategic plan.

BUSINESS CASE:
The evaluation by the Capital Metro Board of Directors of the President & CEO's performance meets the requirement of the President & CEO Total Compensation Policy and the Employment Agreement between Randy Clarke and Capital Metro.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on December 16, 2019.

EXECUTIVE SUMMARY:
Capital Metro’s Employment Agreement with Randy Clarke states that the Board of Directors shall review his performance annually for the Performance Period of October 1, 2018 through September 30, 2019, based on performance standards established for that period. The process adopted by the board in the President & CEO Total Compensation Policy describes the process for linking President & CEO pay to performance.

Randy Clarke's performance goals and objectives are directly linked to Capital Metro's Strategic Plan. The board's evaluation of performance for the performance period
under his contract has resulted in a performance rating of _________________.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Human Resources
WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors entered into an Employment Agreement with Randy Clarke effective March 7, 2018; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors has evaluated Randy Clarke’s performance in accordance with his Employment Agreement and the President & CEO Total Compensation Policy.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the evaluation rating for the period of October 1, 2018 through September 30, 2019 of President & CEO Randy Clarke’s Employment Agreement is __________.

BE IT FURTHER RESOLVED, that the Board approves the adjustment to base pay to $________ and a performance achievement bonus of $_____. The increases are retroactive to October 6, 2019 in accordance with the Employment Agreement.

________________________
Date: ______________________

Secretary of the Board
Eric Stratton
Approval of a resolution authorizing the President/CEO or his designee, to implement the FY 2020 Strategic Plan.
SUBJECT:
Approval of a resolution authorizing the President/CEO or his designee, to implement the FY 2020 Strategic Plan.

FISCAL IMPACT:
This action has no fiscal impact.

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

Strategic Objectives:
All strategic objectives are impacted by this resolution

EXPLANATION OF STRATEGIC ALIGNMENT:
The strategic plan establishes the agency’s goals and objectives and serves as a guide for organizational direction and measures organizational success. The plan includes strategic performance measures to allow the agency to focus on performance improvement and organizational priorities.

BUSINESS CASE:
The strategic plan is presented to the Board of Directors on an annual basis to ensure all business requirements are being addressed. The plan serves as a roadmap for Capital Metro staff to develop business plans and budgets.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on December 16, 2019.

EXECUTIVE SUMMARY:
The Strategic Plan supports Capital Metro’s vision to transform the daily lives of Central Texans with a robust, sustainable transportation network. The Capital Metro Board of Directors and the Senior Management Team, led by President & CEO Randy Clarke, have developed and revised a Strategic Plan that focuses on 4 key goals to achieve the vision. The 4 goals include:

1. High Quality Customer Experience
2. Engaged Workforce
3. Sustainability
4. Valued Community Partnerships

Staff will continue to monitor progress of the strategic plan by aligning strategic initiatives to key business practices

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-2019-1149)
Strategic Plan Review and Approval

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to set the Mission, Vision, and Strategic Plan for the Authority; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to ensure all business objectives are accomplished.

NOW, THEREFORE, BE IT RESOLVED, that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or his designee, to implement the FY2020 Capital Metro Strategic Plan.

________________________________________
Date: __________________________

Secretary of the Board
Eric Stratton
Strategic Plan Update
Board of Directors Meeting
AGENDA

• Review strategic plan process
• Review and discuss the FY 2019 strategic plan, measures, objectives and initiatives
• Review proposed changes to Mission, Vision, Objectives for FY 2020
• Board discussion on next steps
Strategic Plan Process

• Staff reviews the FY 19 process and provides Board with a status update
  - Performance Measures
  - Initiative progress
• Staff provides recommendations for next fiscal year
• Board discusses recommended revisions
• Board adopts an updated strategy
Strategic Plan

Definitions of Success
Mission
- Five-Year Vision

Packet Pg. 45
Attachment: Strategic Plan Board Presentation December 6  (4530 : Capital Metro Strategic Plan Review

Strategic Priorities
- High Quality Customer Experience
- Engaged Workforce
- Sustainability
- Valued Community Partner

Performance Scorecard
- Strategic Priorities
- Quarterly Measurements
- Program Delivery
- Enabling The Mission
- Delivering The Mission

Packet Pg. 45
High Quality Customer Experience

- Provide intuitive, consistently reliable, and safe service meeting the transportation needs of the community
  - Safety & Risk
  - Continuous Improvement
  - Dynamic Change
  - Culture of Innovation
Key Initiatives

High Quality Customer Experience

• Expand the Safety Management System
• Complete Implementation of Positive Train Control
• Activation of the Operations Control Center
• Implement Centralized Video Management Program
• Rollout of Swiftly Tools to improve service reliability and customer facing systems
• Implement additional transit priority treatments in coordination with City of Austin to improve transit speed and reliability; define top 3 treatments to be pursued for 2019/20- Guadalupe Contraflow
• Implement Amenities Improvement Plan
• Electrification of transit buses and related infrastructure to reduce the carbon footprint of the Authority
## High Quality Customer Experience

### Measures

<table>
<thead>
<tr>
<th></th>
<th>Goal</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>On-Time Performance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MetroBus</td>
<td>83%</td>
<td>83.67%</td>
</tr>
<tr>
<td>MetroExpress</td>
<td>83%</td>
<td>81.45%</td>
</tr>
<tr>
<td>MetroRapid</td>
<td>83%</td>
<td>84.96%</td>
</tr>
<tr>
<td>MetroRail</td>
<td>95%</td>
<td>97.05%</td>
</tr>
<tr>
<td>MetroAccess</td>
<td>92%</td>
<td>90.10%</td>
</tr>
<tr>
<td>Ridership</td>
<td>1%</td>
<td>5.26%</td>
</tr>
<tr>
<td><strong>Net Promoter Score</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>32%</td>
<td>59.00%</td>
</tr>
<tr>
<td><strong>Customer Satisfaction</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>85%</td>
<td>88.00%</td>
</tr>
<tr>
<td><strong>Injury Rate MetroBus</strong></td>
<td>0.35</td>
<td>0.22</td>
</tr>
<tr>
<td><strong>Injury Rate MetroExpress</strong></td>
<td>0.35</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Injury Rate MetroRapid</strong></td>
<td>0.35</td>
<td>0.29</td>
</tr>
<tr>
<td><strong>Injury Rate MetroRail</strong></td>
<td>0.25</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Injury Rate MetroAccess</strong></td>
<td>0.25</td>
<td>0.07</td>
</tr>
<tr>
<td><strong>Capital Projects Performance On budget</strong></td>
<td>85%</td>
<td>80.6%</td>
</tr>
<tr>
<td><strong>Capital Projects Performance On Schedule</strong></td>
<td>85%</td>
<td>See note</td>
</tr>
</tbody>
</table>
Engaged Workforce

Objectives

Nurture a talented, diverse, high performance workforce
- Be An Employer of Choice
- Organizational Development
- Organizational Culture
Key Initiatives

Engaged Workforce

• Develop Performance Management System to reward employees for performance and demonstration of guiding principles

• Deliver recognition programs and launch awards program to provide meaningful recognition for service and outstanding performance

• Establish a vibrant, interactive internal communications strategy to keep employees constantly informed and engaged

• Replicate all staff programs for use by Partners' management to further the creation of a Unified Culture. The People and Culture Department has established a human resource forum to engage all service providers in the development of plans to implement this initiative
## Engaged Workforce

### Performance Measures - All Annual Goals

<table>
<thead>
<tr>
<th>Engaged Workforce</th>
<th>Goal</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff Engagement</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CapMetro - The level of engagement of CapMetro staff as indicated in a staff engagement survey</td>
<td>45%</td>
<td>See note</td>
</tr>
<tr>
<td><strong>Service Providers</strong> - The level of engagement of CapMetro service provider staff as indicated in a staff engagement survey</td>
<td>35%</td>
<td>See note</td>
</tr>
<tr>
<td><strong>Staff Satisfaction</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CapMetro - The overall employee satisfaction score based on a 5-point scale as expressed in the staff survey</td>
<td>3.75</td>
<td>See note</td>
</tr>
<tr>
<td><strong>Service Providers</strong> - The level of satisfaction of CapMetro service provider staff as indicated in a staff engagement survey</td>
<td>3.75</td>
<td>See note</td>
</tr>
<tr>
<td>Adherence to Professional Development Plan - Percent of Capital Metro employees who complete annual goals in the Career Enrichment Program</td>
<td>85%</td>
<td>See note</td>
</tr>
</tbody>
</table>

* * * FY 2019 was a baseline year and these metrics will be available in FY 2020
Sustainability

Objectives

- Improve financial, environmental, and safety positions
  - Resource Optimization
  - Safety Culture
  - Environmental Leadership
Key Initiatives

Sustainability

• Finalize, negotiate and execute the service provider contract to ensure stewardship of public funds

• Optimize Red Line by analyzing redline for opportunities to increase frequency and optimize schedules

• Launch Zero-emission Fleet initiative (electrification)

• Adhere to our service standards by identifying low performing routes and implementing solutions to optimize service efficiency and effectiveness

• Pursue additional revenue streams through B2B and advertising to generate additional revenues for projects

• Implement new Enterprise Asset Management System to comply with Transit Asset Management Plan
## Sustainability Performance Measures

<table>
<thead>
<tr>
<th>Sustainability</th>
<th>Goal</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Cost per Revenue Hour</td>
<td>$122</td>
<td></td>
</tr>
<tr>
<td>Customers per Revenue Hour</td>
<td>15.7</td>
<td>15.31</td>
</tr>
<tr>
<td>5 Year Projected Cash Flow Available for CIP</td>
<td>&gt;$30M per year</td>
<td>$36.5 M</td>
</tr>
<tr>
<td>Financial Diversity</td>
<td>2%</td>
<td>2.12%</td>
</tr>
<tr>
<td>APTA Sustainability Program Index</td>
<td>Gold Level or higher</td>
<td>40</td>
</tr>
<tr>
<td>Adherence to State of Good Repair Program</td>
<td>At or below annual target</td>
<td>See below</td>
</tr>
<tr>
<td>Articulated Buses</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Over the Road Buses</td>
<td>0.00%</td>
<td>13.64%</td>
</tr>
<tr>
<td>Buses</td>
<td>18.00%</td>
<td>16.32%</td>
</tr>
<tr>
<td>Cutaway Vans</td>
<td>16.00%</td>
<td>3.30%</td>
</tr>
<tr>
<td>Minivans</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Railcars - RS - DMUs</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Automobiles(Cars &amp; SUVs)</td>
<td>61.00%</td>
<td>58.62%</td>
</tr>
<tr>
<td>Trucks &amp; Non-Revenue Vehicles</td>
<td>22.00%</td>
<td>73.00%</td>
</tr>
<tr>
<td>Hy Rail Vehicles</td>
<td>0.00%</td>
<td>25.00%</td>
</tr>
<tr>
<td>Passenger /Parking Facilities</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Administrative/Maintenance Facilities</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Percent of rail infrastructure with performance restrictions</td>
<td>3.00%</td>
<td>0.31%</td>
</tr>
<tr>
<td>Adherence to Safety Management Systems</td>
<td>85%</td>
<td>85.00%</td>
</tr>
</tbody>
</table>
Valued Community Partner

Demonstrate the value of public transportation to deliver a plan for future mobility

- Educate & Call to Action
- Build Partnerships
- Value of Transit
- Project Connect
Key Initiatives

Valued Community Partner

- Worked with partners to develop Westgate Transit Center (TxDOT) and Eastside Plaza (CARTS)
- Developed and implemented communication strategy to convey the Value of Transit
- Developed and delivered community engagement program for Project Connect
- Project Connect milestones advanced
Valued Community Partner

Performance Measures

<table>
<thead>
<tr>
<th>Valued Community Partner</th>
<th>Goal</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brand Reputation</td>
<td>55%</td>
<td>61.00%</td>
</tr>
<tr>
<td>AllTransit Performance Score</td>
<td>5.1%</td>
<td>5.2%</td>
</tr>
<tr>
<td>Project Connect Program Progress</td>
<td>Yes</td>
<td>Complete</td>
</tr>
<tr>
<td>Organizational Partner Satisfaction</td>
<td>TBD</td>
<td>See note</td>
</tr>
</tbody>
</table>

** Organizational Partner Satisfaction- FY 2019 was a benchmark year to be reported in FY 2020
FY 2020 Strategic Plan Process Discussion
Strategic Plan Process

• Review strategic plan process
• Review and discuss the FY 19 strategic plan, measures, objectives and initiatives
  • Review proposed changes to Mission, Vision, Objectives and initiatives for FY 2020
• Board discussion on next steps
Senior Management Team Initial Review

• Mission-Revised
• Vision-Revised
• Goals-remain applicable to current business strategy
• Objectives-remain applicable to current business strategy
• Measures-remain applicable to current business strategy
• Initiatives-revisions made to accommodate FY 2020 business focus
Mission Statement-FY 2020

Existing
Capital Metro connects people and communities to jobs and opportunities by Providing quality transportation choices

Revised
Capital Metro connects our community by providing people with quality transportation choices
Vision FY-2020

Existing

Capital Metro is transforming the lives of Central Texans by providing a robust, sustainable transportation network

Revised

Capital Metro is growing our transportation network to create a more sustainable and connected community
Approval of a resolution authorizing the President & CEO, or his designee, to implement the FY 2020 Strategic Plan
THANK YOU!
null
### 3.1 RESOURCE OPTIMIZATION: Strengthen and optimize the financial conditions, systems and controls to maintain the financial health of the organization.

<table>
<thead>
<tr>
<th>Task</th>
<th>Objective/Outcome</th>
<th>Measure/Plan</th>
<th>Target/Goal</th>
<th>Status/Phase</th>
<th>Start Date</th>
<th>Completion/Delivery</th>
<th>Comments</th>
<th>On Schedule</th>
<th>Evaluated</th>
<th>Q1 2019 Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1.15</td>
<td>OPERATING EXPENSES</td>
<td>Reduce the cost and required input analysis process in support of major projects through optimization to better fund and justify project staff.</td>
<td>Minimize</td>
<td>Ongoing</td>
<td>1/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.16</td>
<td>CUSTOMER RELATIONSHIPS</td>
<td>Optimize and increase sales and marketing efforts to maximize efficiency and meet community needs.</td>
<td>Maximize</td>
<td>Ongoing</td>
<td>1/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.17</td>
<td>CUSTOMER RELATIONSHIPS</td>
<td>Access and optimize land development opportunities to coordinate with transit services in Plan of Action land use development code.</td>
<td>Maximize</td>
<td>Ongoing</td>
<td>1/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.18</td>
<td>CUSTOMER RELATIONSHIPS</td>
<td>Ensure that customer service standards by providing high performing crews and implementing solutions to optimize service efficiency and effectiveness</td>
<td>Maximize</td>
<td>Ongoing</td>
<td>1/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.19</td>
<td>FINANCIAL DIVERSITY</td>
<td>Complete transition plan and assure for implementation of revenue opportunities in the light of some of the existing revenue.</td>
<td>Maximize</td>
<td>Ongoing</td>
<td>1/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.20</td>
<td>FINANCIAL DIVERSITY</td>
<td>Complete additional revenue streams through full and advertising to generate additional revenue for projects</td>
<td>Maximize</td>
<td>Ongoing</td>
<td>1/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.21</td>
<td>SOX</td>
<td>Implement new Enterprise Asset Management System to comply with Transit Asset Management Plan</td>
<td>Maximize</td>
<td>Ongoing</td>
<td>1/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3.2 SAFETY CULTURE: Promote a Culture of Safety as an enduring value and priority placed on worker and public safety by everyone in every group at every level of every organization.

<table>
<thead>
<tr>
<th>Task</th>
<th>Objective/Outcome</th>
<th>Measure/Plan</th>
<th>Target/Goal</th>
<th>Status/Phase</th>
<th>Start Date</th>
<th>Completion/Delivery</th>
<th>Comments</th>
<th>On Schedule</th>
<th>Evaluated</th>
<th>Q1 2019 Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2.15</td>
<td>SAFETY CULTURE</td>
<td>Improve incident identification and incident investigation.</td>
<td>Maximize</td>
<td>Ongoing</td>
<td>1/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
<td>H</td>
<td>I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.c</td>
<td>1 )</td>
<td>2 )</td>
<td>3 )</td>
<td>4 )</td>
<td>5 )</td>
<td>6 )</td>
<td>7 )</td>
<td>8 )</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.01</td>
<td>APHA (improve Waste Management Plan)</td>
<td>Route 2 &amp; 3</td>
<td>12/2020</td>
<td>11/2020</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.02</td>
<td>APHA (implement CMS, zero waste policy, energy &amp; water</td>
<td>Southside</td>
<td>12/2019</td>
<td>11/2020</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.03</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders to</td>
<td>Smithers</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.04</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders in</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.05</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.06</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.07</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.08</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.09</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.10</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.11</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.12</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.6.13</td>
<td>SMARTHAVEN/ENGAGEMENT (Engage stakeholders with</td>
<td>Sutter</td>
<td>1/1/2019</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 4.1 EDUCATE & ENGAGE: Educate and engage (cell to button) the community to support transit initiatives

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.01</td>
<td>COMMUNITY ENGAGEMENT SATISFACTION: Develop and</td>
<td>Butcher</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.02</td>
<td>COMMUNITY ENGAGEMENT SATISFACTION: Develop and</td>
<td>Butler</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.03</td>
<td>COMMUNITY ENGAGEMENT SATISFACTION: Develop and</td>
<td>Butler</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.04</td>
<td>COMMUNITY ENGAGEMENT SATISFACTION: Develop and</td>
<td>Butler</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.05</td>
<td>COMMUNITY ENGAGEMENT SATISFACTION: Develop and</td>
<td>Butler</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 4.3 VALUE OF TRANSIT: Elevate the Value of Transit

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.3.01</td>
<td>INVESTMENTS: Increaseumbing of transit services</td>
<td>Butler</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.02</td>
<td>INVESTMENTS: Redefine transit corridors to</td>
<td>Butler</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.03</td>
<td>INVESTMENTS: Establish a baseline program for</td>
<td>Butler</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 4.4 PROJECT CONNECT: Complete five Project Connect milestones

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.01</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.02</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.03</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.04</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.05</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 4.5 PROJECT CONNECT: Complete five Project Connect milestones

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5.01</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5.02</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5.03</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5.04</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5.05</td>
<td>PROJECT CONNECT PROGRAM: Prioritize and</td>
<td>Sutter</td>
<td>1/1/2020</td>
<td>ongoing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Attachment: Strategic Plan Measures (4530 : Capital Metro Strategic Plan Review and Approval)

Year to Date September 30, 2019
Major Highlights

Revenue
• $358.8 million revenue collected or 106.9% of full year budget
• Sales tax remittances received in FY2019 are 7.5% higher than FY2018

Operating Expenses
• $255.3 million expended or 95.9% of full year budget
• Additional $7.4 million of Project Connect spending in FY2019 compared to FY2018 for preliminary engineering and environmental assessments

Capital Projects
• FY2019 capital spending of $92.3 million or 80.6% of full year budget and included:
  • Positive Train Control, TIGER Grant Project, Downtown Station, Westgate Transit Center, Plaza Saltillo Double Tracking, Bus Stop Enhancements, Operations Control Center, 28 Commuter Coaches and 24 Transit Buses
• FY2019 delayed spending or savings of $22.2 million or 19.4% under budget and included:
  • Projects delayed to Fiscal Year 2020 - Rail Capacity Improvements, Office Space Reconfiguration and Ticket Vending Machine Replacement; Capital Contingency savings
# Revenue - Preliminary

<table>
<thead>
<tr>
<th>Category</th>
<th>FY18 Sep YTD Actual</th>
<th>FY19 Sep YTD Actual</th>
<th>FY19 Full Year Budget</th>
<th>% of Budget</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>$243.6</td>
<td>$261.5</td>
<td>$245.8</td>
<td>106.4%</td>
<td>FY2019 receipts are 7.5% higher than FY2018</td>
</tr>
<tr>
<td>Passenger Fares</td>
<td>22.3</td>
<td>22.3</td>
<td>22.1</td>
<td>101.0%</td>
<td>Increased fares from higher ridership offset by free K-12 program and reduced institutional fares</td>
</tr>
<tr>
<td>Freight Railroad Revenue</td>
<td>5.5</td>
<td>5.1</td>
<td>4.5</td>
<td>113.2%</td>
<td>Additional freight volume to FY2019 budget; FY2018 includes 45G Tax Crec</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>5.4</td>
<td>9.9</td>
<td>5.0</td>
<td>198.8%</td>
<td>Investment income above budget - $4.8 million</td>
</tr>
<tr>
<td>Operating Contributions and Grants</td>
<td>53.4</td>
<td>40.8</td>
<td>29.7</td>
<td>137.5%</td>
<td>FTA Section 5307 fund draws $7 million above budget;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sub-recipient - CARTS vehicle purchases $3 million above budget</td>
</tr>
<tr>
<td>Capital Contributions and Grants</td>
<td>27.4</td>
<td>19.2</td>
<td>28.5</td>
<td>67.3%</td>
<td>Grants rolled to FY2020: Positive Train Control - $10 million and</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>North Lamar Intersection - $2.7 million</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$357.6</strong></td>
<td><strong>$358.8</strong></td>
<td><strong>$335.6</strong></td>
<td><strong>106.9%</strong></td>
<td></td>
</tr>
</tbody>
</table>
Actual Sales Tax Receipts

- Total: $228.7M, $243.6M, $261.5M
- YOY % Growth: 3.1%, 6.5%, 7.5%
Sales Tax Rolling Average Trend
FY2018 to FY2019 Fare Revenue

- Commuter ridership increase of 27%
- Local ridership increase of 3.7% and MetroRapid ridership increase of 14%
- Reduced Fares – kids K-12 ride free and Transit Empowerment fund $121K less
- Institutional – University of Texas fixed fee contract began in August 2018
- Rideshare rate increase effective January 2019 due to new contract
FY2018 to FY2019 Fare Revenue Comparison

Revenue Increases:
- Commuter fare revenue increase of 18% due to ridership increase of 27% offset by migration to longer duration passes
- RideShare increase reflects rate increase effective January 2019
- Local fare revenue increase of 4.4% due to local ridership increase of 3.7% and MetroRapid ridership increase of 14% offset by migration to longer duration passes

Revenue Decreases:
- Reduced fare revenue decreased by 37% due to kids K-12 riding free and a year over year reduction to the Transit Empowerment Fund
- University of Texas moved from a fixed fee and per rider fare contract in FY2018 to a fixed fee only contract in August 2018 for FY2019
FY2018 to FY2019 Fare Revenue by Channel

**Growth Channels:**
- Mobile Ticket sales grew by 18% over the last year and is now 29% of direct sales.
- MetroWorks program growth with steady increases in businesses aiding employees to use public transit. New B2B platform enabled growth and improved ease of use.
- Continued growth in MetroRideShare demand.

**Declining Channels:**
- Farebox cash sales declined by 9% over the last year due to migration to Mobile Ticket purchases.
- Ticket Vending Machines (TVMs) for Rail have seen a consistent decline year over year as customers transition to the mobile app.
FY2018 to FY2019 Fare Revenue by Pass Duration

**Pass Type Duration:**
- Increases in monthly/31-day and 7-day passes are indicative of regular use of public transit and the volume discounts that come with longer-duration purchases as well as increased mobile app usage for ease of use to purchase and utilize.
- Single-ride purchases and 1-day passes have declined due to migration to longer-duration passes.
- As more business centers and large company campuses open around the area, MetroRideShare offers the convenience and cost savings of carpooling.
## Operating Expense - Preliminary

<table>
<thead>
<tr>
<th>Category</th>
<th>FY18 Sep YTD Actual</th>
<th>FY19 Sep YTD Actual</th>
<th>FY19 Full Year Budget</th>
<th>% of Budget</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Benefits</td>
<td>$42.7</td>
<td>$45.8</td>
<td>$44.4</td>
<td>103.1%</td>
<td>Pension adjustments of $3.6 million offset slightly by vacancy savings</td>
</tr>
<tr>
<td>Professional Services</td>
<td>19.1</td>
<td>26.9</td>
<td>27.2</td>
<td>99.1%</td>
<td>Additional $6.5 million in Project Connect costs in FY2019 from FY2018</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>3.2</td>
<td>1.6</td>
<td>1.1</td>
<td>137.9%</td>
<td></td>
</tr>
<tr>
<td>Fuel and Fluids</td>
<td>12.1</td>
<td>13.4</td>
<td>12.8</td>
<td>104.8%</td>
<td>Slight increase in Bus hours offset by fewer Rail hours to budget</td>
</tr>
<tr>
<td>Utilities</td>
<td>2.8</td>
<td>3.0</td>
<td>3.2</td>
<td>95.8%</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td>1.3</td>
<td>0.6</td>
<td>0.9</td>
<td>73.0%</td>
<td>Savings in auto liability loss due to fewer claims than anticipated</td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>152.4</td>
<td>158.8</td>
<td>165.4</td>
<td>96.0%</td>
<td>Commuter Rail capital reclassification of $3 million, 23% fewer Rail hours vs. budget and Innovative Mobility delay in Pickup startup</td>
</tr>
<tr>
<td>Lease/Rentals</td>
<td>1.6</td>
<td>1.5</td>
<td>3.0</td>
<td>51.2%</td>
<td>Innovative Mobility vehicle lease and Calles Admin facility savings</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>3.2</td>
<td>3.6</td>
<td>8.0</td>
<td>44.3%</td>
<td>Unspent contingency and computer software expense</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$238.3</strong></td>
<td><strong>$255.3</strong></td>
<td><strong>$266.1</strong></td>
<td><strong>95.9%</strong></td>
<td></td>
</tr>
</tbody>
</table>
## Budget Transfers

Consistent with Capital Metro’s Financial Policies, there were seven budget transfers that cumulatively exceeded $150,000 to report to the board for the 4th quarter of FY2019.

<table>
<thead>
<tr>
<th>Transfer</th>
<th>From:</th>
<th>To:</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>FIN1902</td>
<td>CPG1904</td>
<td>Capital Project FY2018 Carry Forward Norwood Walmart Mobility Hub</td>
<td>$(300,000)</td>
</tr>
<tr>
<td>#2</td>
<td>FIN1902</td>
<td>CPG1807</td>
<td>Capital Project FY2018 Carry Forward Office Space Reconfiguration (Headquarters Facility)</td>
<td>$(328,000)</td>
</tr>
<tr>
<td>#3</td>
<td>FIN1902</td>
<td>CPG1704 CPG1516</td>
<td>Capital Project FY2018 Carry Forward MetroRapid - Additional Stations for 801 and 803 Downtown Station Improvements funded by TxDOT</td>
<td>$(750,392) $(1,026,887) $1,777,279</td>
</tr>
<tr>
<td>#4</td>
<td>510-5080200-544 510-5039960-542</td>
<td>Commuter Rail Services ROW Herzog Transit Services</td>
<td></td>
<td>$(210,000)</td>
</tr>
<tr>
<td>#5</td>
<td>CPG1712</td>
<td>CPG1516</td>
<td>DT Station - Storm Water Improvements Downtown Station Improvements funded by TxDOT</td>
<td>$(170,000)</td>
</tr>
</tbody>
</table>
Budget Transfers (continued)

Consistent with Capital Metro’s Financial Policies, there were seven budget transfers that cumulatively exceeded $150,000 to report to the board for the 4th quarter of FY2019.

### September-19

#### Transfer #6

<table>
<thead>
<tr>
<th>From:</th>
<th>To:</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPG1521</td>
<td>CPG1902 Bus Stop Enhancements</td>
<td>(304,000)</td>
<td>Transferred capital funds between facilities projects for the acceleration of Downtown Station Improvements.</td>
</tr>
<tr>
<td>CPG1904</td>
<td>Norwood Walmart Mobility Hub</td>
<td>(818,952)</td>
<td></td>
</tr>
<tr>
<td>CPG1516</td>
<td>Downtown Station Improvements funded by TxDOT</td>
<td>(65,155)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CPG1904 Norwood Walmart Mobility Hub</td>
<td>(65,155)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CPG1516 Downtown Station Improvements funded by TxDOT</td>
<td>1,188,107</td>
<td></td>
</tr>
</tbody>
</table>

#### Transfer #7

<table>
<thead>
<tr>
<th>From:</th>
<th>To:</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>510-5090702-220</td>
<td>Contingency Reserve</td>
<td>(1,865,000)</td>
<td>Transferred operating funds from contingency to Project Connect for accelerated work on the Blue and Orange lines.</td>
</tr>
<tr>
<td>510-5030303-920</td>
<td>Consultation Fees</td>
<td>1,865,000</td>
<td></td>
</tr>
</tbody>
</table>

Transferred capital funds between facilities projects for the acceleration of Downtown Station Improvements.

Transferred operating funds from contingency to Project Connect for accelerated work on the Blue and Orange lines.
Reserve, Allocated & Restricted Funds

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 $110 million, with $68 million funded by FY2020 income and $42 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.
## Statement of Revenue, Expenses and Change in Net Position - Preliminary

<table>
<thead>
<tr>
<th></th>
<th>FY18 Sep YTD Actual</th>
<th>FY19 Sep YTD Actual</th>
<th>FY19 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>$22.3</td>
<td>$22.3</td>
<td>$22.1</td>
<td>101.0%</td>
</tr>
<tr>
<td>Freight Railroad Revenue</td>
<td>5.5</td>
<td>5.1</td>
<td>4.5</td>
<td>113.2%</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>3.6</td>
<td>4.6</td>
<td>4.1</td>
<td>112.8%</td>
</tr>
<tr>
<td>Total</td>
<td>31.4</td>
<td>32.1</td>
<td>30.7</td>
<td>104.4%</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>42.7</td>
<td>45.8</td>
<td>44.4</td>
<td>103.1%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>19.1</td>
<td>26.9</td>
<td>27.2</td>
<td>99.1%</td>
</tr>
<tr>
<td>Fuel and Fluids</td>
<td>12.1</td>
<td>13.4</td>
<td>12.8</td>
<td>104.8%</td>
</tr>
<tr>
<td>Utilities</td>
<td>2.8</td>
<td>3.0</td>
<td>3.2</td>
<td>95.8%</td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>152.4</td>
<td>158.8</td>
<td>165.4</td>
<td>96.0%</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>7.7</td>
<td>5.8</td>
<td>10.1</td>
<td>57.4%</td>
</tr>
<tr>
<td>Lease/Rental</td>
<td>1.6</td>
<td>1.5</td>
<td>3.0</td>
<td>51.2%</td>
</tr>
<tr>
<td>Depreciation &amp; Amortization</td>
<td>44.0</td>
<td>46.5</td>
<td>50.7</td>
<td>91.9%</td>
</tr>
<tr>
<td>Total</td>
<td>282.3</td>
<td>301.8</td>
<td>316.8</td>
<td>95.3%</td>
</tr>
<tr>
<td><strong>Operating Income/Loss</strong></td>
<td>(250.9)</td>
<td>(269.8)</td>
<td>(286.0)</td>
<td>94.3%</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>243.6</td>
<td>261.5</td>
<td>245.8</td>
<td>106.4%</td>
</tr>
<tr>
<td>Investment Income</td>
<td>2.0</td>
<td>5.7</td>
<td>9</td>
<td>648.3%</td>
</tr>
<tr>
<td>Operating Contributions and Grants</td>
<td>53.4</td>
<td>40.8</td>
<td>29.7</td>
<td>137.5%</td>
</tr>
<tr>
<td>Capital Contributions and Grants</td>
<td>27.4</td>
<td>19.2</td>
<td>28.5</td>
<td>67.3%</td>
</tr>
<tr>
<td>Mobility Interfocal Agreements</td>
<td>(6.5)</td>
<td>(7.8)</td>
<td>(4.6)</td>
<td>168.3%</td>
</tr>
<tr>
<td>Other</td>
<td>(.2)</td>
<td>(.3)</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Non-Operating Income/(Loss)</strong></td>
<td>319.7</td>
<td>319.1</td>
<td>300.3</td>
<td>106.3%</td>
</tr>
<tr>
<td><strong>Change in Net Position</strong></td>
<td>$68.8</td>
<td>$49.3</td>
<td>$14.2</td>
<td>347.1%</td>
</tr>
</tbody>
</table>
## Budget Variances by Department - Preliminary

<table>
<thead>
<tr>
<th>Department</th>
<th>FY19 YTD Actual</th>
<th>FY19 YTD Revised Budget</th>
<th>FY19 YTD % of Revised Budget</th>
<th>YTD Budget vs. Actual</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 - Non-Allocated Benefits</td>
<td>$12,915</td>
<td>$14,807</td>
<td>104.7%</td>
<td>($2,931)</td>
<td>(48.0)%</td>
</tr>
<tr>
<td>102 - Wellness Center</td>
<td>261</td>
<td>263</td>
<td>94.8%</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>103 - Child Care Center</td>
<td>904</td>
<td>938</td>
<td>97.0%</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>105 - Business Center</td>
<td>324</td>
<td>375</td>
<td>103.7%</td>
<td>(13)</td>
<td>New Canon business center contract and closeout of Ricoh contract</td>
</tr>
<tr>
<td>110 - Executive Staff</td>
<td>518</td>
<td>793</td>
<td>104.7%</td>
<td>(36)</td>
<td>Sick and vacation accrual adjustment in FY2019</td>
</tr>
<tr>
<td>111 - Communications</td>
<td>483</td>
<td>447</td>
<td>95.3%</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>118 - Government Relations</td>
<td>1,197</td>
<td>1,005</td>
<td>94.9%</td>
<td>51</td>
<td>Cancellation of Government Relations Value of Transit campaign</td>
</tr>
<tr>
<td>119 - Diversity and Compliance</td>
<td>0</td>
<td>225</td>
<td>104.8%</td>
<td>(10)</td>
<td></td>
</tr>
<tr>
<td>120 - Board Of Directors</td>
<td>251</td>
<td>226</td>
<td>95.0%</td>
<td>21</td>
<td>Travel savings from Board of Directors</td>
</tr>
<tr>
<td>125 - Internal Audit</td>
<td>271</td>
<td>338</td>
<td>91.1%</td>
<td>33</td>
<td>Vacancy filled in March - Staff Auditor</td>
</tr>
<tr>
<td>130 - Strategic Oper Mgt. &amp; Administration</td>
<td>650</td>
<td>810</td>
<td>92.4%</td>
<td>61</td>
<td>Professional fee savings for Strategic Plan and vacancy savings - Executive Assistant</td>
</tr>
<tr>
<td>141 - Security</td>
<td>4,761</td>
<td>4,303</td>
<td>100.2%</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>150 - Legal</td>
<td>812</td>
<td>1,183</td>
<td>68.0%</td>
<td>367</td>
<td>General legal services savings - lower outside legal need than budgeted</td>
</tr>
<tr>
<td>220 - Finance</td>
<td>3,875</td>
<td>4,801</td>
<td>74.7%</td>
<td>1,216</td>
<td>Unspent contingency, interest expense savings due to debt elimination and bad debt reserve reversals and savings</td>
</tr>
<tr>
<td>230 - Information Technology</td>
<td>9,030</td>
<td>11,248</td>
<td>92.5%</td>
<td>830</td>
<td>Vacancy savings (average of 4 per month) and fewer than anticipated computer software expense</td>
</tr>
<tr>
<td>250 - Procurement</td>
<td>1,379</td>
<td>1,510</td>
<td>99.9%</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>275 - Moverware</td>
<td>2,063</td>
<td>2,372</td>
<td>99.6%</td>
<td>342</td>
<td>Vacancy savings - Program Manager and fewer anticipated vehicles in program (278 budget vs. 244 actual - September)</td>
</tr>
<tr>
<td>320 - Planning</td>
<td>2,761</td>
<td>2,693</td>
<td>99.2%</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>331 - Community Engagement</td>
<td>1,029</td>
<td>1,163</td>
<td>83.8%</td>
<td>208</td>
<td>Vacancy savings - Team Coordinator and savings for Smart Trips, Plaza Saltillo and special events professional fees</td>
</tr>
<tr>
<td>332 - Customer Service</td>
<td>890</td>
<td>1,085</td>
<td>87.3%</td>
<td>206</td>
<td></td>
</tr>
<tr>
<td>340 - Human Resources</td>
<td>2,058</td>
<td>2,139</td>
<td>94.7%</td>
<td>114</td>
<td>Savings for training moved to FY2020 (Needs Assessment, Leader in Motion/Route and PM&amp;P)</td>
</tr>
<tr>
<td>420 - Risk Management And Safety</td>
<td>2,348</td>
<td>2,520</td>
<td>85.5%</td>
<td>365</td>
<td>Savings in auto liability loss - fewer claims than expected and vacancy savings - Safety Engineer</td>
</tr>
<tr>
<td>457 - Public Facilities</td>
<td>4,252</td>
<td>4,983</td>
<td>95.4%</td>
<td>182</td>
<td>Savings in electric, water and sewer utilities</td>
</tr>
<tr>
<td>530 - Capital Projects</td>
<td>2,174</td>
<td>1,932</td>
<td>87.3%</td>
<td>296</td>
<td>Vacancy savings that are now filled and savings from amenities refurbishment and pop-up projects</td>
</tr>
<tr>
<td>540 - Real Estate And Property Mgt.</td>
<td>1,921</td>
<td>1,956</td>
<td>82.9%</td>
<td>289</td>
<td>Savings for facility condition assessment (Only underground performed) and temp help due to internal coordinator hire</td>
</tr>
<tr>
<td>541 - Freight Rail Management</td>
<td>1,975</td>
<td>1,810</td>
<td>91.9%</td>
<td>147</td>
<td>Timber bridge analysis, road crossing analysis and out-of-service infrastructure repair moved to FY2020</td>
</tr>
<tr>
<td>544 - Commuter Rail Operations</td>
<td>16,952</td>
<td>15,088</td>
<td>74.7%</td>
<td>147</td>
<td></td>
</tr>
<tr>
<td>545 - Rail Compliance</td>
<td>214</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>Department 546 merged to department 544</td>
</tr>
<tr>
<td>550 - Real Estate and Facility Planning</td>
<td>2,126</td>
<td>2,674</td>
<td>75.9%</td>
<td>645</td>
<td>Delay in admin space at Calles and new Ops Maint Alternatives Facility analysis. Savings in temp help - not used entire year</td>
</tr>
<tr>
<td>600 - Operations and Maintenance Oversight</td>
<td>3,379</td>
<td>134,120</td>
<td>100.3%</td>
<td>(339)</td>
<td>Purchased transportation and fuel slightly over budget due to additional 19,308 hours at N Ops and 18,558 hours at 2910</td>
</tr>
<tr>
<td>610 - Bus Contract Operations</td>
<td>119,059</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>Department 630 merged to department 600</td>
</tr>
<tr>
<td>615 - Innovative Mobility</td>
<td>0</td>
<td>3,490</td>
<td>23.7%</td>
<td>2,662</td>
<td>Delay of go-live schedule for Innovative Mobility projects - savings in purchased transportation, lease vehicles and services</td>
</tr>
<tr>
<td>620 - Paratransit Contract Operations</td>
<td>28,064</td>
<td>26,706</td>
<td>94.4%</td>
<td>149</td>
<td></td>
</tr>
<tr>
<td>630 - Paratransit Administration</td>
<td>332</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>Department 630 merged to department 620</td>
</tr>
<tr>
<td>640 - Paratransit Reservation &amp; Control</td>
<td>1,022</td>
<td>1,993</td>
<td>100.4%</td>
<td>(15)</td>
<td></td>
</tr>
<tr>
<td>650 - Paratransit Eligibility</td>
<td>880</td>
<td>909</td>
<td>95.3%</td>
<td>43</td>
<td></td>
</tr>
<tr>
<td>920 - Project Connect</td>
<td>2,119</td>
<td>3,764</td>
<td>97.4%</td>
<td>257</td>
<td>Orange Line and PMOR consulting to be completed in FY2020</td>
</tr>
</tbody>
</table>

Total | 238,306 | 255,292 | 266,094 | 95.9% | 10,802 |
## Capital Projects Summary - Preliminary

<table>
<thead>
<tr>
<th>Project Category</th>
<th>Expended</th>
<th>Budget</th>
<th>Expended as % of Budget</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commuter Rail</td>
<td>$18,622</td>
<td>$22,380</td>
<td>83.2%</td>
<td>Spending for Positive Train Control and Track Undercutting</td>
</tr>
<tr>
<td>Vehicles</td>
<td>29,663</td>
<td>29,623</td>
<td>100.1%</td>
<td>Spending for 28 Commuter Coaches and 24 Transit Buses</td>
</tr>
<tr>
<td>Information Technology</td>
<td>4,056</td>
<td>11,665</td>
<td>34.8%</td>
<td>Delay in Enterprise Asset Management System and Ticket Vending Machine Replacement</td>
</tr>
<tr>
<td>Facilities</td>
<td>37,636</td>
<td>37,295</td>
<td>100.9%</td>
<td>Spending for TIGER Grant Project, Downtown Station and Plaza Saltillo Double Tracking</td>
</tr>
<tr>
<td>Freight Railroad</td>
<td>31</td>
<td>1,907</td>
<td>1.6%</td>
<td>Delay in Bridge Replacement and Crossing Improvements</td>
</tr>
<tr>
<td>Property and Asset Mgmt</td>
<td>1,894</td>
<td>2,430</td>
<td>78.0%</td>
<td>Spending for Plaza Saltillo Crossings and Signals and North Ops Bus Wash</td>
</tr>
<tr>
<td>Contingency</td>
<td>-</td>
<td>2,000</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Strategic Planning</td>
<td>-</td>
<td>6,472</td>
<td>0.0%</td>
<td>Delay in North Lamar/Airport Grade Separation</td>
</tr>
<tr>
<td>Security</td>
<td>419</td>
<td>757</td>
<td>55.4%</td>
<td>Delay in Property Perimeter Hardening and Enhancements</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$92,321</strong></td>
<td><strong>$114,530</strong></td>
<td><strong>80.6%</strong></td>
<td></td>
</tr>
</tbody>
</table>
THANK YOU!