~ NOTICE OF MEETING ~
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS OPERATIONS, PLANNING AND SAFETY COMMITTEE MEETING
www.capmetrotx.iqm2.com

~ AGENDA ~

Wednesday, September 16, 2020 12:30 PM Video Conference Meeting

I. Public Comment:

II. Action Items:

1. Approval of minutes from the July 15, 2020 Operations, Planning and Safety Committee meeting.

2. Approval of a resolution authorizing the President & CEO, or his designee, to execute a contract with [redacted] for professional consulting services in the implementation of an Enterprise Data Warehouse and Business Intelligence system in an amount not to exceed [redacted].

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to contribute $75,000 each year over a three year period for the installation of Pedestrian Hybrid Beacon units for a total not to exceed amount of $225,000.

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for Construction Observation and Coordination Services with Aken Industries, LLC, Freese and Nichols, Inc. and Square One Consultants, Inc. for one, two-year base period and five, one-year option periods for a combined seven year total amount not to exceed $14,000,000.

5. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with [redacted] for the fabrication and delivery of bus stop shelters with solar lights for one base year and four option years in the amount of [redacted] plus $[redacted] contingency for a total not to exceed amount of [redacted].

6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Georgetown
for operation of transit service for an amount not to exceed $392,301 in FTA funds and $619,369 in local funds from the City of Georgetown.

7. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to the City of Georgetown for a period of one year in an amount not to exceed $900,000.

8. Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a one-year Amended and Restated Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed $233,308 in FTA Section 5307 funds and $513,867 in local funds from Travis County per year.

9. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 1 to Supplement No. 10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of one year in an amount not to exceed $229,878.

10. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 3 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed $778,572.

11. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service for an amount not to exceed $200,157 in FTA funds and $300,235 in local funds from the City of Pflugerville.

12. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one year in an amount not to exceed $682,000.

13. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural
Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed $200,000.

III. Presentations:
1. Customer Payment Systems Update
2. Long Range Financial Plan

IV. Items for Future Discussion:

V. 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.

Committee Members: Jeffrey Travillion, Chair; Delia Garza, Ann Kitchen and Eric Stratton.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
Approval of minutes from the July 15, 2020 Operations, Planning and Safety Committee meeting.

Approval of minutes from the July 15, 2020 Operations, Planning and Safety Committee meeting.
Call to Order: 11:48 a.m.

I. Public Comment:

Zenobia Joseph, citizen, asked the board to remove Capital Metro ads from radio station KAZI. She believes they are false advertisements. She has also asked repeatedly to move the bus stop for the 801 southbound at Chinatown to the nearby CVS Pharmacy, which would have no cost. She would like a restoration of service during the pandemic to the essential jobs at the Arboretum. Poor service in Northeast Austin is inequitable.

(After the FY 2021 Budget Update) Ms. Joseph spoke a second time to comment on security. She asked that Capital Metro consider removing $1 million from its security budget and use those funds to restore Route 240 to St. David's Hospital. She expects that with reduced service levels Capital Metro does not need as many security officers. Route 240 could also be restored using CARES Act funding, as it used to meet service standards before it was cut.

II. Action Items:

1. Approval of minutes from the May 15, 2020 Operations, Planning and Safety Committee meeting.

Motion to approve by Board Member Stratton. Kitchen second. Approved 3-0 (Garza out).

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Luminator Technology Group to purchase vehicle video systems for 272 revenue vehicles over an 18-month term, in an amount not to exceed $2,968,870.

Director of Public Safety and Emergency Management Darryl Jamail presented this item.

These vehicle video systems will provide Operations and Security departments with better means to monitor these vehicles and incidents as they arise. It would also enhance the integration of our current video systems.

Board Member Stratton asked about the video software integration item that the board passed last month, and whether these two are related. He also asked about delays in the spending on this item due to adjustments to the budget related to COVID-19.

Chair Travillion asked about certification of potential DBE/SBE subcontractors under this contract.
Motion to recommend for the consent agenda at the full board meeting by Board Member Kitchen. Stratton second. Approved 3-0.

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a one-year contract extension with MTM Inc. in an amount not to exceed $339,971 for continued administration of functional assessments for the MetroAccess Eligibility Department.

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

This extension will extend the contract for one year due to the COVID-19 pandemic, as it is not feasible to re-procure these services at this time.

Board Member Kitchen asked about how functional assessments were being conducted during the current crisis. Chad explained that we have a temporary emergency eligibility process in place until we can return to normal. Essentially, presumptive eligibility is being extended to all new applicants, and re-assessments are not currently being conducted.

Motion to recommend for the consent agenda at the full board meeting by Board Member Stratton. Kitchen second. Approved 3-0.

III. Presentations:

1. FY 2021 Budget Proposal

CFO Reinet Marneweck and Budget Planning Director Kevin Conlan gave the presentation.

Reinet walked the committee members through the budget calendar and provided an overview of the proposed FY 2021 budget. She explained some of the adjustments that have been made due to the pandemic and temporarily reduced sales tax revenues, and detailed several operating cost drivers.

Kevin then presented revenue projections for the year and a comparison with previous years. He also summarized some of the major current and planned capital projects, and the proposed 5-year Capital Plan.

Reinet then wrapped up the presentation with a review of current fund balances and reserves.

Board Member Stratton asked about the possibility of a delayed recovery from the pandemic, and what effects of that might be. Board Member Kitchen followed up with a question about contractor layoffs.

2. Security and Emergency Management Update

Director of Public Safety and Emergency Management Darryl Jamail gave the presentation.

Darryl outlined some of the background of Capital Metro public safety officer staffing using part-time APD officers. He then outlined an approach that would have Capital
Metro establish its own police department, and the reasons for doing so. Part of the plan would see some duties moved from sworn to non-sworn public safety employees. He gave examples of other agencies that have gone through a similar transition, and presented a timeline for a potential transition to this model.

Board Member Kitchen asked about the public engagement process if such a transition were to take place. Committee members and staff had a discussion of timing and other considerations that would need to be vetted as this possibility moves forward.

IV. Items for Future Discussion:

V. Adjournment

Adjourn: 1:19 p.m.

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.

Committee Members: Jeffrey Travillion, Chair; Delia Garza, Eric Stratton, and Ann Kitchen.

The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.
Approval of a resolution authorizing the President & CEO, or his designee, to execute a contract with [redacted] for professional consulting services in the implementation of an Enterprise Data Warehouse and Business Intelligence system in an amount not to exceed [redacted].
Approval of a resolution authorizing the President & CEO, or his designee, to execute a contract with [redacted] for professional consulting services in the implementation of an Enterprise Data Warehouse and Business Intelligence system in an amount not to exceed [redacted].

**FISCAL IMPACT:**
Funding for this action is contingent upon approval of the FY2021 Capital Budget.

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

**Strategic Objectives:**
1.1 On-Time Performance, 1.2 Ridership, 1.3 Net Promoter Score/Customer Satisfaction, 4.1 Brand Reputation

**EXPLANATION OF STRATEGIC ALIGNMENT:**
Building on the success of our initial efforts for a Data Warehouse, Capital Metro intends to develop a comprehensive Enterprise Data Warehouse and Business Intelligence to host key data elements, develop additional customer facing dashboards, as well as internal dashboards that support Capital Metro strategic initiatives. This data will be used by staff to analyze areas for operational efficiency, route, and schedule changes to improve on-time performance, grow ridership and increase customer satisfaction. Additional dashboard reports available on [www.capmetro.org](http://www.capmetro.org) will continue to build brand reputation by promoting organizational transparency.

**BUSINESS CASE:**
Capital Metro will enhance its existing data warehouse system by implementing a dynamic and data driven system using open architecture that is scalable to support growth and capable of incorporating transit and financial data from many different systems, bringing Capital Metro and the region into the next generation of business intelligence technology and decision-making. The current architecture of the data warehouse is very manual and will be difficult to expand to additional dashboards without a thorough analysis and strategy. This effort engages a knowledgeable partner to assist in this by undertaking a thorough analysis and discovery of our existing data warehouse and business intelligence footprint, data needs that allow for collaboration with external partners and developing an Enterprise Data Warehouse strategy along with short and long term goals, as well as the tools and systems needed to achieve the vision. This skillset is not available with the current staff so requires expert guidance to ensure goals are met and the system is stable and reliable.
COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:
The implementation of an Enterprise Data Warehouse and Business Intelligence system will allow Capital Metro to make data driven decisions that improve service and provide the public with reports of key metrics. This effort will engage a knowledgeable partner to assist in the development of the overall strategy, solution, and timeline. This skillset is not available with the current staff so requires expert guidance to ensure goals are met and the system is stable and reliable.

DBE/SBE PARTICIPATION:
No SBE goal is assigned to this procurement due to limited subcontracting opportunity. However, we will work with the selected vendor for a commitment towards small business participation.

PROCUREMENT:
On February 20, 2020, a Request for Proposals was issued and formally advertised. By the closing date of April 10, 2020, eight (8) proposals were received. The evaluation team used the following factors in the evaluation of proposals:

(1) The proposed project personnel, including the qualifications of the Project Team members, on projects of similar size, scope, complexity, and nature.

(2) The offeror’s demonstrated understanding of the project undertaking, the proposed plan for the performance of the work and the technical approach proposed by the offeror, to include the offeror’s methodology and quality of the work plan proposed to meet project objectives.

(3) The offeror’s demonstrated technical background, past performance, and experience on projects of a similar size scope, complexity, and nature.

The proposal from [Company Name] was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price contract. The term of the Contract is a one-year base period, with two one-year option periods for pricing as follows:
RESPONSIBLE DEPARTMENT: Information Technology
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2019-1070)
Enterprise Data Warehouse and Business Intelligence

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to develop an Enterprise Data Warehouse repository designed for achieving operational efficiencies and decision-support; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to undertake a thorough analysis and discovery

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to approve a contract with [REDACTED] for professional consulting services in the implementation of an Enterprise Data Warehouse system in an amount not to exceed $[REDACTED].

________________________
Secretary of the Board
Eric Stratton

Date: ______________________
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to contribute $75,000 each year over a three year period for the installation of Pedestrian Hybrid Beacon units for a total not to exceed amount of $225,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Austin to contribute $75,000 each year over a three year period for the installation of Pedestrian Hybrid Beacon units for a total not to exceed amount of $225,000.

FISCAL IMPACT
Funding for this action is available in the FY2021 Operating Budget.

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

Strategic Objectives:
1.1 Safety & Risk, 4.2 Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT:
The installation of pedestrian hybrid beacons in the vicinity of Capital Metro bus stops greatly improves customer street crossing safety. This interlocal agreement demonstrates the strong partnership between Capital Metro, the City of Austin and the Capital Area Metropolitan Planning Organization in support of bus passenger and pedestrian safety.

BUSINESS CASE:
This interlocal agreement represents a partnership between Capital Metro, the City of Austin and the Capital Area Metropolitan Planning Organization whereby Capital Metro provides a $225,000 share of funding toward the $1,688,000 total project total cost for the installation of up to eight pedestrian hybrid beacons in the vicinity of Capital Metro bus stops. Funding for this agreement is included in the FY 2021 operating budget.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:
In 2019, the City of Austin, in partnership with Capital Metro, applied for and received a grant from the Capital Area Metropolitan Planning Organization (CAMPO) for an "Active Transportation Project". Through this project, the City is planning to install up to ten pedestrian hybrid beacons (PHB’s) at key locations around the city, up to eight of which will be in the immediate vicinity of Capital Metro bus stops. These PHB’s will greatly improve safe street crossing in the vicinity of these bus stops. CAMPO is providing 70% of the funding, with the City of Austin and Capital Metro providing the balance. In
October, 2019 the City of Austin approved an ordinance authorizing the City to enter into an ILA with Capital Metro to complete this project.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1304)

Pedestrian & Transit Connections Safety Project Interlocal Agreement

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide a safe pedestrian and bus boarding environment; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to enter into an Interlocal Agreement with the City of Austin to fund and implement the Active Transportation grant project to install pedestrian hybrid beacons;

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an Interlocal Agreement with the City of Austin to contribute $75,000 each year over a three year period for the installation of Pedestrian Hybrid Beacon units for a total not to exceed amount of $225,000.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
Pedestrian & Transit Connections Safety Interlocal Agreement
Pedestrian & Transit Connections Safety Interlocal Agreement

Pedestrian Safety Community Input

Citizen Input:
• Connections 2025 Community Survey
• 2017 City “Walk + Bike” Community Talks

- Locations with high crash totals, regardless of injury severity: 75
- Proximity to public or private schools: 65
- Proximity to places of public accommodation: 51
- Proximity to transit stops: 50
- Locations with high traffic speeds: 49
- Locations with long distances between traffic signals: 48
- Locations with high traffic volumes: 47
- Locations that lack bicycle facilities: 44
- Proximity to grocery store: 35
- Residential population of the surrounding area: 31
- Proximity to core transit corridors: 28
Pedestrian & Transit Connections Safety Interlocal Agreement

City of Austin
Pedestrian Safety Action Plan
2018

Pedestrian Hybrid Beacons
SAFETY BENEFITS:
69% Reduction in pedestrian crashes
29% Reduction in total crashes
15% Reduction in serious injury and fatal crashes
Pedestrian & Transit Connections Safety Interlocal Agreement

- **PHB Location Selection Criteria**
  - Distance to nearest signalized or stop-controlled crossing
  - Speed limit of roadway being crossed
  - Total number of motor vehicle lanes to cross
  - Pedestrian Crash History
  - Special Needs pedestrian generators?
  - Number and type of pedestrian generators within 300 ft.
  - Within an Environmental Justice area?
Pedestrian & Transit Connections Safety Interlocal Agreement

Cameron @ Westheimer PHB
- Red River @ 40th PHB
- St Johns @ Blessing PHB
- Loyola @ Sandshof PHB

Pleasant Valley & Anken PHB
- S1st PHB
- Rundberg & Slayton
- Burnet Rd. S. of US183
- St. Johns E of I35
- 4900 Block S. Congress

Route 10
Route 300
Route 300, 228
Route 10
Route 142, 342, 325
Route 3, 803
Route 300, 337
Route 300, 337
Pedestrian & Transit Connections Safety Interlocal Agreement

CAMPO “Active Transportation Project” Grant

- Federally Funded Program:
  - $1,688,000 Total Project Cost
  - $1,167,600 (Federal Grant Funds)
  - $295,400 (City of Austin contribution)
  - $225,000 (Capital Metro contribution)
- Program funding administered through TxDOT
Pedestrian & Transit Connections Safety Interlocal Agreement

Project Implementation:
- Environmental Clearance Approved
- 100% Design completion (November)
- TxDOT Review/Approval (~ 6 months)
- Bids Due (August 2021)
- Construction
  - November 2021 – March 2023
THANK YOU!
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for Construction Observation and Coordination Services with Aken Industries, LLC, Freese and Nichols, Inc. and Square One Consultants, Inc. for one, two-year base period and five, one-year option periods for a combined seven year total amount not to exceed $14,000,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute contracts for Construction Observation and Coordination Services with Aken Industries, LLC, Freese and Nichols, Inc. and Square One Consultants, Inc. for one, two-year base period and five, one-year option periods for a combined seven year total amount not to exceed $14,000,000.

FISCAL IMPACT:
Funding for this action is available in the FY2021 capital budget.

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

Strategic Objectives:
1.1 Safety & Risk
1.2 Continuous Improvement

EXPLANATION OF STRATEGIC ALIGNMENT:
Executing these contracts will allow Capital Metro to continue construction observation and coordination activities related to the various capital improvement projects needed to improve Capital Metro’s transit system and/or facilities and ensure public safety.

BUSINESS CASE:
Capital Metro currently has multiple capital improvement projects in progress, and is also anticipating new improvement projects during FY2021 and in the foreseeable future. Executing these contracts will allow Capital Metro to continue construction observation and coordination activities related to these projects. The funding for these services is included in each capital project’s budget for the FY2021 Budget and in the 5-year Capital Improvement Plan.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:
Since 2013, Capital Metro has maintained task-order based Construction Observation and Coordination Services contracts, which are required to ensure that the agency’s transportation and facilities projects are built safely in accordance with the construction documents and in compliance with the City of Austin, State of Texas and other jurisdictional requirements. Capital Metro construction projects include funding for these services within each capital project’s overall budget.
The agency is currently utilizing these services on the Downtown Station project, the Fleet Electrification Infrastructure project, along with various facility improvement projects. These services are vital in providing quality control and ensuring safety certification for the agency’s facilities.

DBE/SBE PARTICIPATION:
The DBE goal is 9%. The prime contractors will meet or exceed the goal utilizing the following DBE subcontractors:

<table>
<thead>
<tr>
<th>Prime Contractors</th>
<th>DBE Subcontractors</th>
<th>Race/ Gender</th>
<th>Services / Products</th>
<th>DBE Responsive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aken Industries, Austin, TX</td>
<td>Self-Performing Prime</td>
<td>Caucasian Female</td>
<td>General Management and Consulting Services</td>
<td>100%</td>
</tr>
<tr>
<td>Freese and Nichols</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foster CM Group Inc.</td>
<td>Black Male</td>
<td></td>
<td>Construction Observation</td>
<td>15%</td>
</tr>
<tr>
<td>San Antonio, TX</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Square One Consulting</td>
<td></td>
<td>Hispanic Male</td>
<td>Civil &amp; Utilities Inspection Services</td>
<td>9%</td>
</tr>
<tr>
<td>Garza EMC LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Austin, TX</td>
<td>Black Male</td>
<td></td>
<td>General Construction Inspection Services</td>
<td>1%</td>
</tr>
<tr>
<td>BSCI</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Houston, TX</td>
<td></td>
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</tr>
</tbody>
</table>

TOTAL: 100%
TOTAL: 15%
TOTAL: 10%

PROCUREMENT:

On May 7, 2020, Request for Proposals was issued and formally advertised with a closing date of June 10, 2020. Three (3) proposals were received by the closing date. Proposals were scored based on the following factors listed in descending order of importance:

1. The offeror’s demonstrated, relevant work experience and capabilities of the firm as a whole and of the proposed project personnel on projects of a similar size, scope, complexity and nature, including but not limited to:
   1. Five (5) or more years’ experience in the construction trades, including monitoring contract labor and construction contractors for compliance with contract documents and specifications.
   2. Experience with the City of Austin CIP (construction inspection process).
(2) The offeror’s demonstrated understanding of the project undertaking, the proposed plan for the performance of the work and the technical approach proposed by the offeror, including, but not limited to:

(i) Advanced skill in reading and interpreting construction plans and specifications.

(ii) Skill in communicating effectively with team members including project management staff, engineers/architects, and construction contractors.

(iii) Ability to develop and maintain effective professional relationships, foster teamwork and work in a team environment.

(3) The qualifications of the Project Team members.

The solicitation anticipated multiple awards would be made. Three (3) proposals, from Aken Industries, LLC, and Freese and Nichols, Inc., and Square One Consultants, Inc. were determined Acceptable and are recommended for award of contracts. The contracts are Indefinite-Quantity, Indefinite-Delivery Task Order contracts for the supplies and services specified.

The fully burdened hourly rates were determined fair and reasonable based on current market research and pricing included in the competitive proposals.

The term of the contracts shall be two (2) base years from the contract award date, with five (5) one-year option periods, for a total cumulative not-to-exceed amount of $14,000,000 for all three contracts as follows:

<table>
<thead>
<tr>
<th>Periods</th>
<th>Estimated Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period 1, Contract Year 1 (Cumulative)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Base Period 2, Contract Year 2 (Cumulative)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td><strong>Estimated Total Base Period 1 &amp; 2, Contract Years 1 &amp; 2 (Cumulative)</strong></td>
<td><strong>$4,000,000</strong></td>
</tr>
<tr>
<td>Option Period 1, Contract Year 3 (Cumulative)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Option Period 2, Contract Year 4 (Cumulative)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Option Period 3, Contract Year 5 (Cumulative)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Option Period 4, Contract Year 6 (Cumulative)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Option Period 5, Contract Year 7 (Cumulative)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td><strong>Estimated Total Option Periods 1 - 5, Contract Years 3 – 7 (Cumulative)</strong></td>
<td><strong>$10,000,000</strong></td>
</tr>
<tr>
<td><strong>Estimated Total Base and Option Periods, Contract Years 1 – 7 (Cumulative)</strong></td>
<td><strong>$14,000,000</strong></td>
</tr>
</tbody>
</table>

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1298)
Contracts for Construction Observation and Coordination Services

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to complete multiple capital improvement projects to improve and expand Capital Metro's transit system and/or facilities; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to execute contracts to allow Capital Metro to continue construction observation and coordination services related to capital improvement projects.

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 contracts for Construction Observation and Coordination Services with Aken Industries, LLC, Freese and Nichols, Inc. and Square One Consultants, Inc. for one, two-year base period and five, one-year option periods for a combined seven year total amount not to exceed $14,000,000.

________________________
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 [redacted] for the fabrication and delivery of bus stop shelters with solar lights for one base year and four option years in the amount of [redacted] plus $[redacted] contingency for a total not to exceed amount of [redacted].
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with [redacted] for the fabrication and delivery of bus stop shelters with solar lights for one base year and four option years in the amount of [redacted], plus $[redacted] contingency for a total not to exceed amount of [redacted].

FISCAL IMPACT
Funding for this action is available in the FY2021 Capital Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. Deliver high quality customer experience.
2. Valued Community Partner

Strategic Objectives:
1.2 Ridership
1.4 Customer Satisfaction
2.2 All transit performance score

EXPLANATION OF STRATEGIC ALIGNMENT:
The goal of the bus stop shelter with solar lights contract is to provide customer amenities at bus stops in support of the agency’s goal for providing a high quality customer experience and encourage increased ridership.

BUSINESS CASE:
The Capital Metro Board has adopted service standards that include criteria for the installation of shelters at the agency’s bus stops and transit facilities in order to provide a positive customer experience and increase ridership. Capital Metro is continuing the shelter program for new and existing bus stops and intends to enter into a contract to purchase prefabricated shelters with solar lights for use at bus stops and transit facilities. The funding for this contract is included in the FY 2021 budget and the Five-Year capital improvement plan.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:
In 2019, Capital Metro achieved full compliance with the Board adopted service standards for bus stop amenities, including shelters. The agency continues to provide additional amenities in an effort to further improve customer satisfaction. These shelters with solar lights provide a safe, attractive and functional bus stop that offers shade and weather protection. This contract is for one base year and four option years in alignment with the agency’s bus stop improvement program.
DBE/SBE PARTICIPATION:

The SBE goal is 10%. The prime contractor will meet the goal utilizing the following SBE subcontractors:

<table>
<thead>
<tr>
<th>SBE Subcontractors</th>
<th>Race/Gender</th>
<th>Services/Products</th>
<th>SBE Responsive</th>
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PROCUREMENT: On July 8, 2020, an Invitation for Bid was issued and formally advertised. By the closing date of September 8, 2020, three (3) bids were received. Bids were rated based on the lowest priced responsive and responsible bidder. Capital Metro reviewed the pricing and determined that it was fair and reasonable based on adequate competition. The contract term is for one base year and four option years.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1293)
Contracts to Purchase Shelters for Bus Stops and Transit Facilities

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to acquire contract services for the fabrication and deliver of bus stop shelters with solar lights.

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 [redacted] for the fabrication and delivery of bus stop shelters with solar lights for one base year and four option years in the amount of [redacted] plus $[redacted] contingency for a total not to exceed amount of [redacted].

________________________  ________________________
Secretary of the Board     Date: ____________________
Eric Stratton
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of transit service for an amount not to exceed $392,301 in FTA funds and $619,369 in local funds from the City of Georgetown.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of transit service for an amount not to exceed $392,301 in FTA funds and $619,369 in local funds from the City of Georgetown.

FISCAL IMPACT
This action reimburses CMTA for expenses incurred.

STRATEGIC PLAN:
Strategic Goal Alignment: 4. Valued Community Partner Strategic Objectives: 4.4 Organizational Partner Satisfaction

Strategic Objectives: 1.2 Ridership, 2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT: This ILA will provide for transit services in the City of Georgetown made possible by sharing FTA funds through the Capital Metro Service Expansion Program. The transit services were recommended as part of the Georgetown Transit Development Plan, which is required in the Capital Metro Service Expansion Policy.

BUSINESS CASE: As the FTA Designated Recipient for transit funding for the Austin Urbanized Area, Capital Metro is responsible for allocating FTA funds within the urbanized area. The 2010 Census designated Georgetown as part of the Austin Urbanized Area and the city desires to use FTA funds to support transit service. Georgetown has met all the requirements to participate in the Service Expansion Program.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Through the Capital Metro Service Expansion Program, the City of Georgetown uses a combination of FTA and local funds to pay 100% of the cost for transit service operated in the city. To use the FTA funds, the city completed and adopted a Transit Development Plan (TDP) in 2016 in compliance with the Capital Metro Service Expansion Policy. On August 21, 2017, fixed route and paratransit service were implemented in Georgetown. Service is operated by CARTS through the CARTS and Capital Metro Regional Mobility Agreement, which is presented in a
separate agenda item. Approval of this ILA will provide for continuation of Georgetown service for one year.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1272)
ILA with City of Georgetown for Contract Transit Services

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of transit service for the amount not to exceed $392,301 in FTA funds and $619,369 in local funds from the City of Georgetown.

__________________________________________
Secretary of the Board
Eric Stratton

Date: ________________________________
Regional Transportation Agreements

Operations, Planning and Safety Committee
September 16, 2020
## Resolutions for Approval

<table>
<thead>
<tr>
<th>Regional Agreements</th>
<th>CARTS Supplements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. City of Georgetown ILA</td>
<td>2. Supplement No. 9 Amendment 3, Services to Georgetown</td>
</tr>
<tr>
<td>3. Travis County Amended and Restated ILA</td>
<td>4. Supplement No. 10 Amendment 1, Service to Hornsby Bend</td>
</tr>
<tr>
<td></td>
<td>5. Supplement No. 8 Amendment 3, Service to Manor</td>
</tr>
<tr>
<td>6. City of Pflugerville Pickup Pilot Service ILA</td>
<td>7. Supplement No. 2 Amendment 2, Route 214 Lago Vista Feeder</td>
</tr>
<tr>
<td></td>
<td>8. Supplement No. 4 Amendment 4, Route 990 Manor Express</td>
</tr>
</tbody>
</table>
Service Expansion Program

Service Expansion Policy

• The Policy provides a process for distributing federal transit funding in the region (Section 5307 Funds) and implementing transit service.

• Jurisdictions within the urbanized area, but outside the Capital Metro service area can participate.

Transit Development Plans (TDPs) and Interlocal Agreements (ILAs)

• The program requires cities to first complete a Transit Development Plan (TDP) to identify transit service needs and assist in developing transit alternatives and financing.

• Jurisdictions then enter into Interlocal Agreements (ILAs) with Capital Metro for service planned.
City of Georgetown ILA

- Small fixed route system and complementary ADA paratransit service.
- Capital Metro contracts with CARTS to operate service.
- Agreements with Georgetown and CARTS expire September 30.

<table>
<thead>
<tr>
<th>FTA Funding</th>
<th>Local Funding (City of Georgetown)</th>
<th>Fully Allocated Cost of Service FY2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>$392,301</td>
<td>$619,369</td>
<td>$1,011,670</td>
</tr>
</tbody>
</table>
Travis County ILA

- Interlocal Agreement funds
  - Portions of Routes 233, 237, 271 and 318
  - Portions of Manor Pickup
  - Hornsby Bend Feeder Pilot
- The Amended and Restated ILA is to amend budget and specify projects.
- Agreements with CARTS to operate Manor Pickup and Hornsby Bend Feeder Pilot expire September 30.

<table>
<thead>
<tr>
<th>FTA Funding</th>
<th>Local Funding (Travis County)</th>
<th>Fully Allocated Cost of Service FY2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>$233,308</td>
<td>$513,867</td>
<td>$747,175</td>
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</tbody>
</table>
City of Pflugerville ILA

- City of Pflugerville is the newest participant in the Service Expansion Program to implement services.
- The TDP was approved on August 14, 2018.
- Agreement will fund one-year Pflugerville Pickup Pilot.

<table>
<thead>
<tr>
<th>FTA Funding</th>
<th>Local Funding (City of Pflugerville)</th>
<th>Fully Allocated Cost of Service FY2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>$200,157</td>
<td>$300,235</td>
<td>$500,392</td>
</tr>
</tbody>
</table>
**Pflugerville Pickup Pilot**

- One-year pilot
- Scheduled to begin Oct. 6
- 3.5 Square Miles
- Monday – Friday
- 6 a.m. – 7 p.m.
- Connects to:
  - Tech Ridge
  - HEB
  - Walmart
Manor and Lago Vista CARTS Supplements

In addition to programs included within the Service Expansion Program, CARTS operates three services in the Capital Metro service area:

- Route 214 – Lago Vista Feeder
- Route 990 – Manor Express
- Manor Pickup
## Resolutions for Approval

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</tbody>
</table>
THANK YOU!

- METRO

Attachment: Regional Transportation Agreements 090220 (4681 : ILA with City of Georgetown for
INTERLOCAL AGREEMENT

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE CITY OF GEORGETOWN

(Contract Transit Services)

This Interlocal Agreement ("Agreement") is between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code ("Capital Metro"), and the City of Georgetown, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code ("City"), each individually referred to as “Party” and collectively referred to as “Parties”, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, City desires to obtain local fixed routes and complementary paratransit service within the city limits through a partnership with Capital Metro; and,

WHEREAS, Capital Metro desires to provide the transit services to the City; and,

WHEREAS, City intends to utilize Federal Transit Administration ("FTA") funding under 49 U.S.C. 5307 ("Section 5307") to partly fund the cost of the transit services; and,

WHEREAS, City intends to utilize FTA funding under 49 U.S.C. 5310 ("Section 5310") to partly fund the cost of the transit services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, Capital Metro and the City agree as follows:

AGREEMENT

1. **Services.** Capital Metro agrees to provide local fixed route and complementary paratransit service within the city limits, as described in the Scope of Services attached as Exhibit A to this Agreement (the “Services”). Fixed route services provided under this Agreement will be provided along the routes shown on the Exhibit B attached to this Agreement. Capital Metro will contract with the Capital Area Rural Transportation System or other transportation provider mutually agreed upon by the Parties (the “Third Party Service Provider”) to perform the Services as a third party service provider. The City grants Capital Metro and the Third Party Service Provider the right to use the City’s streets to provide the Services for the term of this Agreement.

2. **Complementary Paratransit Services.** The City adopted a paratransit plan ("ADA Plan") on July 25, 2017 in accordance with the American with Disabilities Act (42 U.S.C. Chapter 126). The Third Party Service Provider will determine eligibility for complementary paratransit services based on the City’s ADA Plan.
3. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement ("Effective Date") and shall terminate on September 30, 2021, unless terminated for cause or convenience prior to the expiration date ("Term").

4. **Fees.** The fees for Services to be paid by the City to Capital Metro (collectively, the “Fees”) shall not exceed the following amounts:

   a) $343,327 in FTA Section 5307 funds and $553,951 in corresponding local match funds from the City, which shall be based on the hourly rates set forth in Exhibit C-1.

   b) $48,974 in FTA Section 5310 funds and $65,418 in corresponding local funds from the City, which shall be based on the hourly rates set forth in Exhibit C-2.

   c) The City will be responsible for 100 percent of the costs for any Services provided after the Section 5307 Funds expenditure balance is exhausted. The City is responsible for tracking invoices and Section 5307 Funds expenditure balance. The City and Capital Metro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.

5. **Invoicing and Payment.**

   a) The City shall pay Capital Metro for Services rendered and accepted, in accordance with rates set forth in Section 4 of this Agreement.

   b) Invoices may be submitted once per month and submitted to the attention of:

   City of Georgetown
   Finance Department
   P.O. Box 409
   Georgetown, Texas 78627

   c) Upon Capital Metro’s submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.

   d) Invoices shall include data demonstrating Capital Metro’s compliance with the Key Performance Measures ("Measures") attached as Exhibit D to this Agreement.

6. **Insurance.** Capital Metro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in Exhibit E attached to this Agreement.

7. **Independent Contractor.** Capital Metro’s relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall at all times be under Capital Metro’s exclusive direction and control and shall be employees or subcontractors of Capital Metro and not employees of the City. There shall be no contractual relationship between any subcontractor or supplier of Capital Metro and the City by virtue of this Agreement. Capital Metro shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
8. **Standards of Performance.** Capital Metro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. Capital Metro shall use only licensed personnel to perform work required by law to be performed by such personnel.

9. **Licenses and Permits.** Capital Metro shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of Services to be provided under this Agreement including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.

10. **Notice of Labor Disputes.** If Capital Metro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, Capital Metro immediately shall give notice, including all relevant information, to the City.

11. **Excusable Delays.** Except for defaults of subcontractors, Capital Metro shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of Capital Metro. Examples of these causes are: acts of God or of the public enemy, acts of the City of either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Capital Metro.

12. **Termination for Convenience.** A Party may, whenever the interests of that Party so require, terminate this Agreement, in whole or in part, for the convenience of that Party. Such Party shall give ninety (90) days’ prior written notice of the termination to the other Party specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Services so terminated, and, on the date set forth in the notice of termination, Capital Metro will stop the Services to the extent specified; provided, any such termination must align with Capital Metro’s three (3) yearly service changes, which occur in January, June, and August. Notwithstanding the foregoing, the City may terminate at any time in the event that the federal funds are withdrawn, terminated, or canceled by the FTA or a successor agency. In the event of such a termination, the City shall give Capital Metro written notice of the termination specifying the part of the Agreement terminated and when such termination becomes effective. On the date set forth in the notice of termination, Capital Metro will stop the Services to the extent specified.

13. **Equal Employment Opportunity.** In connection with the execution of this Agreement, Capital Metro shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, sex, age, national origin, or disability. Capital Metro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, gender, sexual orientation, sex, age national origin, or ability. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14. **Federal Funding.**

a) The City intends to use federal funds to meet a portion of its financial commitment under Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies and Agreement requirements necessary
to obtain and expend anticipated federal funds and reimbursements, including but not limited to the requirements of 49 C.F.R. section 18.36.

b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2016 Federal Transit Administration Master Agreement (“Master Agreement”) which may be accessed at the following link: https://www.transit.dot.gov/sites/fta.dot.gov/files/Bulletin16-06ENCLMasterAgreementFY2016_03-04-16.pdf. In doing so, the Parties will require compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations and funding requirements.

15. **Use of Information.** It shall be the responsibility of each Party to comply with the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code (“TPIA”). Neither Party is authorized to receive requests or take any other action under the TPIA on behalf of the other Party.

16. **Examination and Retention of Records.** The City and its representatives shall have audit and inspection rights described below:

   a) The City and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times at Capital Metro offices, or such parts thereof, as may be engaged in or maintain records in connection with the performance of this Agreement.

   b) All records shall be made available at the office of Capital Metro at all reasonable times for inspection, audit, or reproduction until the expiration of three (3) years from the date of final payment under this Agreement or for the amount of time required under applicable records retention laws, whichever is longer except that if this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any final settlement or for the amount of time required under applicable records retention laws, whichever is longer.

17. **Liability and Limitation of Liability.**

   a) To the extent allowed by Texas law, the Parties agree that each Party is responsible, to the exclusion of any such responsibility of the other Party, for its own proportionate share of liability for its and its employees’, subcontractors’, and agents’ negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

   b) In no event shall either Party, their respective officers, directors, agents or employees be liable in contract or tort, to the other party (or its subcontractors) for special, indirect, incidental or consequential damages, resulting from the performance, nonperformance, or delay in performance of their obligations under this Agreement. This limitation of liability shall not apply to intentional tort or fraud.
18. **Assignment.** This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither Party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective.

19. **Governing Law.** The rights, obligations, and remedies of the Parties shall be governed by the laws of the State of Texas. Whenever there is no applicable state statute or decisional precedent governing the interpretation of, or disputes arising under or related to, this Agreement, then federal common law, including the law developed by federal boards of contract appeals, the United States Claims Court (formerly the Court of Claims), and the Comptroller General of the United States, shall govern.

20. **Venue.** Venue for any action shall lie exclusively in Travis County, Texas.

21. **Incorporation by Reference.** Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.

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

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

24. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered in person or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or Capital Metro, as the case may be, at the addresses set forth below. Notice given by any other manner shall be deemed effective only if and when received by the Party to be notified. A Party may change its address for notice by written notice to the other Party as herein provided.

If to City:

David Morgan, City Manager  
City of Georgetown  
P.O. Box 409  
Georgetown, Texas 78627

With copy to:

Skye Masson, City Attorney  
City of Georgetown  
P.O. Box 409  
Georgetown, Texas 78627
If to Capital Metro:

Capital Metropolitan Transportation Authority  
Attn: Executive Vice President of Strategic Planning and Development  
2910 E. 5th Street  
Austin, Texas 78702

With copy to:

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

These writings are intended as the final expressions of the Agreement of the Parties and as a complete and exclusive statement of the terms of the Agreement.

25. **Performance.** The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

26. **No Waiver.** The Parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.

27. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of Capital Metro and the City. The City Manager and the Capital Metro President/CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Georgetown City Council and Capital Metro’s Board of Directors’ approval, but only to the extent necessary to implement and further the clear intent of the respective governing boards’ approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

28. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.

29. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.

30. **Appropriation of Funds.** The obligations of the City under this Agreement to make payments to Capital Metro are subject to appropriation by the City of funds that are lawfully available to be applied for such purpose. If City fails to make such an appropriation prior to a fiscal period of City for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. If feasible, the City shall deliver notice to Capital Metro of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.
31. **Survivability.** The provisions of Sections 14 through 17 shall survive the termination, expiration, or non-renewal of this Agreement.

32. **Exhibits.** The following exhibits are incorporated herein by reference:

   A. Scope of Services
   B. Routes
   C. Fees
   D. Measures
   E. Insurance

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective undersigned duly authorized effective as of the Effective Date.

Capital Metropolitan Transportation Authority

By: ________________________________
   Sharmila Mukherjee
   Executive Vice President
   Strategic Planning and Development

Date: ______________________________

City of Georgetown

By: ________________________________
   Dale Ross:
   Mayor, City of Georgetown

Date: ______________________________

Attest:

By: ________________________________
   Robyn Densmore
   City Secretary

Approved as to Form:

By: ________________________________
   Skye Masson
   City Attorney
Exhibit A – Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of fixed route and complementary paratransit services operated by a Third Party Service Provider through a contract with Capital Metro for the City:

1.1. Capital Metro through its Third Party Service Provider shall provide an operationally dependable vehicle service for passenger use, equipped for maximum passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

1.2. Capital Metro through its Third Party Service Provider shall furnish all supervision, personnel, passenger vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals as required to perform an operationally dependable public transportation service.

1.3. Third Party Service Provider shall provide reservation and dispatch services in response to reservations made by customers or their agents through the Third Party Service Provider’s reservation system for paratransit service.

1.4. Paratransit service eligibility and scheduling shall be completed by the Third Party Service Provider in accordance with the City’s ADA Plan.

2. VEHICLE HOURS AND FIXED SERVICE ROUTES

Annual vehicle hours are not to exceed 7,100 for fixed route services and 3,450 for paratransit services. Service will include four (4) fixed routes, as shown in Exhibit B of this Agreement, and complementary paratransit service.

3. VEHICLE REQUIREMENTS

3.1. Two peak vehicles are required for fixed route service. Vehicles shall be accessible and have the ability to transport at least twelve (12) seated persons.

3.2. One peak vehicle is required for paratransit service. The vehicle shall be accessible and capable of transporting at least twelve (12) seated persons.

3.3. An additional paratransit vehicle not to exceed 1,345 vehicle hours may be provided at Capital Metro’s discretion in consultation with the City.

4. SERVICE PERIOD

Service hours for weekdays are approximately 7:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 6:00 p.m. (times may vary within this window based on specific route schedules). The Third Party Service Provider will not provide service on Third Party Service Provider’s holidays.
5. VEHICLES

5.1. Fixed route and complementary paratransit vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; fare box; adequate interior lighting; interior and exterior signage; bicycle racks; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible and capable of handling two wheelchair positions.

5.2. Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations.

5.3. Vehicle destination signs shall display GoGeo and the route name or number when operating in Georgetown. The destination signs on routes operated within Georgetown will reflect that service is Georgetown service. All destination signs shall be illuminated for night operation.

5.4. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.

5.5. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

5.6. All vehicles shall be equipped to permit inward and outward wheelchair boarding. Ramps and lifts will comply with ADA standards. Securement for mobility devices shall consist of four (4) securement belts. Additionally, a lap belt will be provided, if desired by the customer.

5.7. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 75 degrees F. throughout the vehicle, regardless of outside temperature and relative humidity. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees F. throughout the vehicle regardless of outside temperatures.

5.8. All vehicles operated by the Third Party Service Provider shall be painted in accordance with the Capital Metro’s graphic program.

5.9. Vehicles may support graphic content that identifies GoGeo when operating within Georgetown. Additional vehicle hour cost for graphic installation incurred by the Third Party Service Provider shall be reimbursed by City of Georgetown to the Third Party Service Provider.

6. EQUIPMENT CONDITION

6.1. The Third Party Service Provider shall maintain each bus in a clean condition throughout, both interior and exterior, at all times that the bus is in service for the City. All buses must be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.).

6.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

6.3. Spare buses shall be available to replace any bus that may become disabled or otherwise unavailable for operations.
6.4. The Third Party Service Provider shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps are in good running condition.

7. REPORTING

7.1. Capital Metro shall submit system information to the National Transit Database ("NTD") and FTA, as required by FTA Section 5307.

7.2. Capital Metro shall submit ridership data to the City on a monthly basis in a format mutually agreed to by both Parties. At minimum, the monthly reports shall include the Performance Measures in Exhibit D.

8. TRAINING

8.1. All bus operators performing the service of the City will be properly trained to provide a high-quality public transportation service. Training will include, at a minimum, the following elements:

8.1.1. Defensive Driving

8.1.2. Customer service, including providing service to persons with disabilities and proper customer communication practices required for polite customer assistance

8.1.3. Route specific training

8.1.4. Ongoing refresher training

9. PERSONNEL

9.1. Capital Metro’s Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.

9.2. Capital Metro’s Third Party Service Provider shall employ a supervisor to monitor the Services. Such supervision shall also include responses to and investigation of all accidents.

9.3. Capital Metro’s Third Party Service Provider shall provide dispatch and radio monitoring personnel during hours of Service. Capital Metro’s Third Party Service Provider shall be able to effectively dispatch assignments and provide prompt responses to driver and/or vehicle problems which could impact service.

10. FARE COLLECTION

10.1. Capital Metro’s Third Party Service Provider shall collect all fare revenue.
10.2. The amount of fares collected will be documented on the City’s monthly invoice and deducted from the cost of service.

10.3. Capital Metro’s Third Party Service Provider shall provide the City with fare media for Georgetown transit services.

10.4. Capital Metro may assist the City of Georgetown in preparing a proposal for GoGeo ticket sales at the HEB on 1100 N. Interstate 35 Frontage Rd., Georgetown, Texas 78626, or other locations as agreed upon by the Parties.

11. MARKETING AND PUBLIC RELATIONS

11.1 Capital Metro and the City will coordinate on all schedules, maps and other printed materials required for marketing the Service. Capital Metro and the City shall also coordinate to distribute appropriate materials for other routes and services that benefit customers of each service, such as passenger notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects.

11.2 All marketing material for GoGeo shall be the responsibility of the City.

11.3 Capital Metro shall assist the City of Georgetown in outreach and coordination with Southwestern University and to assist in promotion of free fares for Southwestern University students.
## Exhibit C – Fees

### C1 – FY21 Service

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Hours</th>
<th>Hourly Operating Rate</th>
<th>Total Estimated Cost of Service</th>
<th>Section 5307 Funding</th>
<th>Local Funding from Georgetown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route and one Paratransit Vehicle (partially funded by 5307)</td>
<td>10,550</td>
<td>$85.05</td>
<td>$897,278</td>
<td>$343,327</td>
<td>$553,951</td>
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### C2 - Additional Paratransit Vehicle

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Hours</th>
<th>Hourly Operating Rate</th>
<th>Total Estimated Cost of Service</th>
<th>Section 5310 Funding</th>
<th>Local Funding from Georgetown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paratransit Vehicle (partially funded by 5310)</td>
<td>1,345</td>
<td>$85.05</td>
<td>$114,392</td>
<td>$48,974</td>
<td>$65,418</td>
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</table>

### C3 – Totals

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Annual Hours</th>
<th>Hourly Operating Rate</th>
<th>Total Estimated Cost of Service</th>
<th>Section 5307 and 5310 Funding</th>
<th>Local Funding from Georgetown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total FY21 Service</td>
<td>11,895</td>
<td>$85.05</td>
<td>$1,011,670</td>
<td>$392,301</td>
<td>$619,369</td>
</tr>
</tbody>
</table>
City of Georgetown

FY21 Fixed-Route Performance Goals and Measures
I. Transit Goals and Objectives

Transit system performance must be measured based on goals and standards that reflect the operating environment and values of the community it serves. The goals and objectives for transit service in Georgetown were established in the 2015 Georgetown Transit Development Plan. The goals and objectives reflect the needs heard from the community, a review of existing conditions, and an analysis of the type of transit service that would meet the community’s needs. Below are the four goals developed through this process.

**Goal 1:** Provide a safe, reliable, efficient, and accessible transportation option for residents and visitors of Georgetown.

Objective: Improve service efficiency and reliability for existing service by meeting or exceeding established standards of performance.

- Strategy: Identify key performance indicators specific to Georgetown; establish standards for these indicators that correlate with effective service delivery.
- Strategy: Establish a schedule for service evaluation and follow-up remedial actions.
- Strategy: Improve productivity in the service area.

**Goal 2:** Adequately address the mobility needs of Georgetown residents.

Objective: Improve access to employment, healthcare, shopping, and recreation.

- Strategy: Identify locations of employment, healthcare, shopping and recreation locations.
- Strategy: Define delivery times for employment, healthcare, shopping and recreation locations.
- Strategy: Refine routing to provide more direct access to some of the major destinations in the city, within existing resources based on location and delivery time review.

**Goal 3:** Maximize resource utilization and operational efficiency with respect to system administration and operations.

Objective: Maintain capital assets (vehicles and maintenance materials) in State of Good Repair.

- Strategy: Develop objective standards for measuring conditions of capital assets.
- Strategy: Establish performance measures for capital assets.
- Strategy: Develop policies and standards for replacement and rehabilitation of capital assets.
Goal 4: Develop a local system that operates effectively in the short-term, continues to develop an audience for regional transit options in the mid-term, and will connect the local community to the region in the long-term.

Objective: Provide access to activity centers today with an understanding of where future regional transit infrastructure is proposed to be located.

- Strategy: Submit regional transit projects to the CAMPO Transportation Improvement Plan (TIP).
- Strategy: Develop dedicated funding sources for local transit system.
- Strategy: Promote Project Connect North through city website and biennial Citizen Survey. Coordinate public awareness of Project Connect through public meetings and open houses.

II. Performance Measures

Performance measures are developed to address standards of service effectiveness, cost effectiveness, and cost efficiency. These standards will be used to guide service evaluations, set standards for future service changes, ensure compliance with federal requirements for the city of Georgetown, and ensure that the city’s transit goals are being met.

The standards used to measure performance of the Georgetown system are a sub-set of the measures that all federally funded transit agencies are required to provide the National Transit Database (NTD). The NTD was established by Congress to be the Nation’s primary source for information and statistics on the transit systems of the United States. Recipients of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) are required by statute to submit data to the NTD.

There are several measures that are used for NTD reporting; however, some measures are more helpful in determining success of a route or system. Five measures have been selected to monitor the Georgetown fixed-route service. They are based on the selected measures that peer transit agencies use to monitor transit systems and include:

1. Passengers per revenue hour (service effectiveness/productivity)
2. Fare recovery ratio (cost effectiveness)
3. Cost per passenger (cost effectiveness)
4. Cost per revenue hour (cost efficiency)
5. On-Time Performance (service effectiveness)
6. Total Annual Ridership (service effectiveness)

The six performance measures will be considered in relationship to each other, as success of a system is based on a number of factors, as shown below. The measures will be reported by route and by the system as a whole. Additionally, the measures should be reported to Georgetown City Council at least yearly in order to assist City Council in making decisions about the routes and the system.
III. Descriptions of Key Performance Measures and Goals for FY21

Below is a description of the performance measures and goals that will be used to assess Georgetown’s four core bus routes. Routes one and two are paired, so the goals should be shown in combination for both routes. Routes three and four are also paired, so the goals are paired as well.

1. PASSENGERS PER REVENUE HOUR

Passengers per revenue hour is a key productivity measurement that works as an effective tool for future service planning. Improving ridership is often the goal of planning bus service, however it is just as important to plan for additional ridership with a “right sized” route or system. Passengers per revenue hour is calculated by dividing the total number of passengers by the total number of revenue service hours. It provides a data point for monitoring ridership as it relates to total bus hours operated.

<table>
<thead>
<tr>
<th>Passenger Per Revenue Hour Goals</th>
<th>FY 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
<td>6</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>6</td>
</tr>
</tbody>
</table>
2. FARE RECOVERY RATIO

Fare recovery is the fraction of operating expenses that are met by the fares paid by passengers. Fare recovery is calculated by dividing fare revenue by operating costs.

<table>
<thead>
<tr>
<th>Fare Recovery Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
</tr>
</tbody>
</table>

3. COST PER PASSENGER

Cost per passenger is designed to track the cost effectiveness for the system as it relates to ridership over time. Cost per passenger is calculated by dividing the total operating expenses by total passengers (unlinked trips) to calculate the cost for each passenger on the service. Cost per passenger does not include fare recovery.

<table>
<thead>
<tr>
<th>Cost Per Passenger Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
</tr>
</tbody>
</table>

4. COST PER REVENUE HOUR

Cost per revenue hour is considered a cost efficiency measure, focusing on how well an agency uses resources to deliver services, irrespective of usage. Cost per revenue hour is calculated by dividing total operating expenses by revenue hours. Revenue hours represent the hours that vehicles are available for public use. Cost per revenue hour does not include fare recovery.

<table>
<thead>
<tr>
<th>Cost Per Revenue Hour Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes 1 &amp; 2</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
</tr>
</tbody>
</table>
5. ON-TIME PERFORMANCE

Schedule adherence or on-time performance refers to the level of success of the bus remaining on the published schedule. On time performance is expressed as a percentage, with a higher percentage meaning more vehicles are on time. The level of on time performance is an important measure of the effectiveness of the system.

<table>
<thead>
<tr>
<th>On-Time Performance Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>FY 21</td>
</tr>
<tr>
<td>Routes 1 &amp; 2</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
</tr>
</tbody>
</table>

6. TOTAL ANNUAL RIDERSHIP

Total annual ridership is the actual number of passengers served by the transit routes. The data items are reported as the number of yearly unlinked passenger trips. Unlinked passenger trips are defined as the number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

<table>
<thead>
<tr>
<th>Total Annual Ridership Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 21</td>
</tr>
<tr>
<td>Routes 1 &amp; 2</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>
Exhibit E - Insurance

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars ($1,000,000) each occurrence and not less than Two Million Dollars ($2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage including Products Liability.

2. Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with Transit Services with limits not less than One Million Dollars ($1,000,000) and not less than Two Million Dollars ($2,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.

3. Workers' Compensation Insurance Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars ($1,000,000).
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to the City of Georgetown for a period of one year in an amount not to exceed $900,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to the City of Georgetown for a period of one year in an amount not to exceed $900,000.

FISCAL IMPACT
Funding for this action is available in the FY2021 Operating Budget.

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

Strategic Objectives:
4.2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT:
The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the border of the Capital Metro service area.

BUSINESS CASE:
Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro's service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:
Capital Metro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

This addendum (Amendment 3 to Supplement No. 9) allows for the provision of transit service for the City of Georgetown. This service will be operated at a cost of $81.00 per vehicle hour, consistent with the other services operated under the Capital Metro/CARTS partnership. Approximately 11,000 service hours are projected for FY21.
The term of this Contracted Service Supplement will match the term of the Interlocal Agreement with the City of Georgetown.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1262)
CARTS Contracted Services Supplement No. 9 Amendment 3 Georgetown

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an addendum to the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to the City of Georgetown for a period of one year in an amount not to exceed $900,000.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
This Amendment No. 3 to Contracted Services Supplement No. 9 to Master Regional Mobility Agreement ("Amendment") is made and entered into by and between Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("CARTS"), collectively referred to as the “Parties”, upon the premises and for the consideration stated herein.

RECITALS:

A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement, dated effective May 1, 2015 ("Master Agreement"); and,

B. Whereas, pursuant to the Master Agreement, the Parties entered into Contracted Services Supplement No. 9, dated effective October 1, 2016 (as amended, "Supplement"); and,

C. Whereas, the Parties entered into Amendment No. 1 to the Supplement, dated effective September 25, 2017 ("Amendment No. 1"); and,

D. Whereas, the Parties entered into Amendment No. 2 to the Supplement, dated effective October 1, 2019 ("Amendment No. 2"); and

E. Whereas, the Parties desire to further amend the Supplement.

NOW, THEREFORE, by its execution below, Capital Metro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:

   CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-4 ("Scope of Services") attached and incorporated herein for all purposes (the “Contracted Service”). The Contracted Service shall be provided in accordance with the Supplement (including the attached SOS-4) and the Master Agreement.

2. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

   B. FEES FOR SERVICES. For Contracted Service provided under this Supplement,
CARTS shall be paid as set forth in Attachment SFP-4 (Schedule of Fees and Payments), attached and incorporated herein for all purposes. Any on-board fare collections shall be handled pursuant to the process specified in Attachment SOS-4.

3. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. **TERM.** The term of this Supplement shall commence on May 1, 2015 and terminate on September 30, 2021. The Parties may extend the term of this Supplement by written agreement. Provided, however, either party may terminate this Supplement upon sixty (60) days’ advance written notice to the other party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Master Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Master Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Master Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

C. **ENTIRE AGREEMENT.** This Amendment, with the Master Agreement, as amended, represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Master Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

Capital Metropolitan Transportation Authority

By: _________________________________
    Dottie Watkins
    Chief Customer Officer/COO

Date: ________________________________

Capital Area Rural Transportation System

By: ________________________________
    David L. Marsh
    General Manager

Date: ________________________________

Attachments:

ATTACHMENT SFP-4 - Schedule of Fees and Payments
ATTACHMENT SOS-4 - Scope of Services
ATTACHMENT SFP-4

SCHEDULE OF FEES AND PAYMENTS
SUPPLEMENT NO. 9 TO MASTER REGIONAL MOBILITY AGREEMENT

(City of Georgetown Fixed Routes and Demand Response)

Capital Metro shall pay CARTS for the Contracted Service at the following rates:

- October 1, 2016 – September 30, 2017: $68.96 per vehicle hour
- October 1, 2017 – September 30, 2018: $77.00 per vehicle hour
- October 1, 2018 – September 30, 2019: $79.00 per vehicle hour
- October 1, 2019 – September 30, 2020: $81.00 per vehicle hour
- October 1, 2020 – September 30, 2021: $81.00 per vehicle hour

Capital Metro Source of Funds for Payment of Contracted Service:
For FY21 Service: 60% Local Funds & 40% FTA Section 5307 Funds
For Additional Paratransit Vehicle: 52% Local Funds & 48% FTA Section 5310 Funds

The city of Georgetown will be responsible for 100 percent if /when the Section 5307 Funds expenditure balance is exhausted.

For the purposes of payment, a demand response and fixed route vehicle hour means the time a vehicle leaves its base for the first passenger pick-up of the operator's shift or service day, to the time it arrives at its base from the last passenger drop-off of the operator's shift or service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).
ATTACHMENT SOS-4

SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 9 TO MASTER REGIONAL MOBILITY AGREEMENT

(City of Georgetown Fixed Routes and Demand Response)

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 9 to Master Regional Mobility Agreement ("Supplement") documents the requirements related to providing transportation services to the City of Georgetown. Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide an operationally dependable vehicle service for customer use, equipped for maximum customer comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

CARTS shall provide reservation and dispatch services in response to reservations made by customers or their agents through the CARTS reservation system for the paratransit service. For fixed route information, CARTS shall provide such information through customers calling (512) 478-RIDE or refer customers to call the Capital Metro Go Line at (512) 474-1200.

CARTS shall obtain all required licenses and permits to operate in the Capital Metro service area and within the City of Georgetown within the scope of the Contracted Service.

CARTS shall furnish all supervision, security protection, personnel, vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals (such as comfort stops identification) as required to perform an operationally dependable public transportation service. Fueling of vehicles shall not occur during revenue hours. Fueling, if needed may occur during shift changes or through vehicle exchanges at route terminal locations, provided that customers are not inconvenienced.

CARTS shall at all times comply and cause its assigned personnel and contractors to comply with Capital Metro’s policies and procedures, as revised, supplemented, and updated from time to time. These policies and procedures include, but are not limited to, the documents found on Capital Metro’s service provider extranet site located at https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

The Contracted Service consists of GoGeo Fixed Routes (471, 472, 473, and 474) within the City of Georgetown and GoGeo paratransit service for ADA eligible customers within
the City of Georgetown.

CARTS shall perform the necessary certification for customers eligible to use the paratransit service and provide a list of eligible customers on a monthly basis to Capital Metro. CARTS shall only transport ADA eligible customers that have been certified by CARTS on the paratransit service and refer any non-certified customers to apply for eligibility.

3.0 VEHICLE HOURS

Vehicle hours per vehicle for GoGeo fixed route service are provided below:

Estimated Total Weekday Hours = 12 hours per day.
Estimated Total Saturday Hours = 10 hours per day.
Estimated Total Hours Annually = 7,100.

Vehicle hours per vehicle for GoGeo paratransit service are provided below:

Estimated Total Weekday Hours = 12 hours per day.
Estimated Total Saturday Hours = 10 hours per day.
Estimated Total Hours Annually = 3,450.

4.0 VEHICLE REQUIREMENTS

Fixed Route: Two vehicles are required to operate the fixed route service that is comprised of 2 interlined routes.

Demand Response: One (1) peak vehicle is required for paratransit service. The vehicle shall be accessible and capable of transporting at least twelve (12) seated persons.

An additional paratransit vehicle not to exceed 1,345 vehicle hours may be provided at CARTS’ discretion in consultation with Capital Metro and the City of Georgetown.

5.0 SERVICE PERIOD

The fixed route and paratransit service will operate weekdays from approximately 7:00 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 6:00 p.m. (times may vary within this window based on specific route schedules).

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trips scheduled by Capital Metro. Capital Metro service changes occur three times per year during the months of January, June and August. CARTS shall follow the prescribed routes and schedules as established by Capital Metro and communicate any route detours or route delays with Capital Metro.
7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; provision for Capital Metro to install a Genfare fare box; installation of a manual fare box; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling two (2) mobility device positions.

All vehicles shall be painted in accordance with the Capital Metro’s graphic program. Capital Metro shall supply logos for the vehicles. Vehicles shall bear no other logos, emblems or identification unless required by law or approved by Capital Metro. Capital Metro logos shall be promptly removed at the end of the Supplement term.

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the vehicle is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to the health and well-being of the customers and operator of the vehicle. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.

Vehicles shall have illuminated destination signs that are highly visible, in compliance with ADA regulations and programmed with proper route and safety designations as defined by Capital Metro. Included in the programming of each destination is the phrase “GoGeo”. All destination signs shall be illuminated for night operation.

Vehicles shall be equipped with customer notice holders, and customer discharge bells.

Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

At its discretion, Capital Metro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by Capital Metro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

All vehicles shall be capable of comfortably seating a minimum of twelve (12) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

All vehicles shall be equipped to permit inward and outward mobility device boarding. Ramps and lifts shall comply with ADA standards. Securement for mobility devices shall
consist of wheel clamps, and four (4) securement belts. Additionally, a lap belt shall be required for customer preference.

The vehicles air conditioning system shall be of sufficient size and capacity to maintain a comfortable, constant temperature throughout the vehicle. The heating system shall have proportional controls and be of sufficient capacity to maintain a comfortable, constant temperature throughout the vehicle.

8.0 EQUIPMENT CONDITION

CARTS shall maintain each vehicle in a clean condition throughout, both interior and exterior at all times that the vehicle is in service for Capital Metro. All vehicles shall be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.) prior to the bus going into service each day. Each vehicle shall be detailed at a minimum of once every ninety (90) days. The detailing shall include, but is not limited to:

a) Removal of all graffiti.
b) Cleaning of all side panels.
c) Cleaning of ceiling panels.
d) Cleaning dome light covers.
e) Cleaning of seats, including frames.
f) Cleaning floors (i.e. gum removal).
g) Exterior cleaning, repaint wheel rims, if necessary.
h) Be free of body damage, have no missing or unpainted panels.
i) Wheel rims shall be supplied by CARTS.
j) Have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

9.0 SPARE VEHICLES

Spare vehicles, fully meeting all vehicle requirements listed above in section 7.0, including but not limited to mobility device accessibility and graphic requirements, shall be maintained and dispatched for replacement purposes within one (1) hour of the time any the primary vehicle becomes inoperable or shall be removed from service for repairs.

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the Contracted Service as may reasonably be requested by Capital Metro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided on a monthly basis along with a CARTS invoice for that month. The following information shall be provided to the Capital Metro Project Manager:

a) Boardings for the entire month (including no-shows for the paratransit service).
b) Summary of vehicle and customer accidents for the entire month.
c) Late and missed trips for the entire month.
d) Miles driven for the entire month.
e) On-time performance for each week, as well as the monthly average.
f) Road calls for the entire month.
g) Number of passengers per hour (passengers divided by hours).
h) Fare box recovery (fares divided by operations cost).
i) Cost per passenger (passengers divided by cost).
j) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

Capital Metro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), expanding or contracting the paratransit service area, and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) of the total projected annual vehicle hours, Capital Metro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such renegotiation would occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose a method of compensation for service expansion including adding vehicles.

Capital Metro reserves the right, upon notification to CARTS to transfer portions or all of the Contracted Service to another service provider based on the operational needs of Capital Metro. CARTS may also request a transfer of portions or all of the Contracted Service to another service provider by providing Capital Metro at least six (6) months’ notice in advance based on the operational needs of CARTS.

12.0 HOLIDAY SCHEDULE

The GoGeo Services will be provided in accordance with the CARTS published holiday schedule.

13.0 TRAINING

All vehicle operators hired by CARTS shall attend, at the minimum, the following training:

a) Six (6) hours of defensive driving training and two (2) hours overview of Capital Metro service. CARTS shall be responsible for providing a certified defensive driving course for all operators, prior to driving.
b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hour refresher training.
c) The cost of operator wages during the training shall be borne by CARTS.
d) CARTS shall be required to ensure all operators are aware of proper customer communication practices required for polite customer assistance including providing service to persons with disabilities and participate in customer service training for at least
two (2) hours annually.

e) CARTS shall ensure all operators complete training including route specific training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any operator who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as refresher training and retraining, shall be conducted by CARTS. CARTS shall be required to have an operator development program in place to address all operator-related training needs. Capital Metro shall inform CARTS in writing of any changes in operating procedures; CARTS shall be responsible for any training at their cost for existing operators which is needed because of changed procedures.

All training programs shall be subject to CARTS approval.

14.0 UNIFORM AND APPEARANCE STANDARDS


Any deviations from the uniform and appearance standards must be approved by Capital Metro in its sole discretion.

15.0 REMOVAL

Capital Metro may require CARTS to immediately remove, pending investigation, any operator from Capital Metro service for any one of, but not necessarily limited to, the following reasons:

a) Committing unsafe or inappropriate acts while providing service.
b) Failing to follow Capital Metro policies and procedures.
c) Using a cell phone while operating Capital Metro vehicle, including texting and use of Bluetooth devices.
d) Revocation, suspension or non-renewal of a valid driver’s license.
e) A criminal conviction as set forth in the Master Agreement section entitled “Personnel Assignments”.
f) Violating the uniform and appearance standards without approval.
g) Using any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.
h) Failure to follow safety rules and regulations.
i) Failure to follow security policies, guidelines and procedures.
j) Notification of an active warrant from any law enforcement or judicial agency; and/or
k) Any conduct which puts Capital Metro or its reputation at risk.

16.0 PERSONNEL
CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Contracted Service in accordance with the Supplement.

CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. Capital Metro’s Program Manager, Bus Contracts shall be Capital Metro’s Project Manager for this Supplement.

17.0 SUPERVISION

CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., safe operation, customer relations, on-time performance, etc.). Such supervision shall also include prompt responses to all investigation of accidents. Capital Metro reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Supplement. These on-board ride checks are to be conducted annually, and additionally as needed.

18.0 DISPATCHING & RADIO COMMUNICATION

CARTS shall be required to maintain dispatch and radio monitoring personnel to work during the hours of Contracted Service. CARTS shall be able to effectively dispatch assignments and provide prompt responses to operator and/or vehicle problems which could impact CARTS service. CARTS will work with Capital Metro to allow for Capital Metro’s ability to monitor radio communications between CARTS dispatch office and CARTS operators regarding Contracted Service. CARTS would also have the option of having a supervisor on call to respond to questions or problems.

CARTS shall staff a pre-determined telephone number during business hours, Monday through Saturday to accept reservations for eligible passengers riding the paratransit service for the next business day. CARTS shall document scheduled reservations electronically and have trip manifests data available upon request to Capital Metro.

19.0 FARE COLLECTION

CARTS shall collect fares and charges as established by Capital Metro. Without Capital Metro’s approval, no free transportation service shall be provided to persons other than the following:

a) Capital Metro employees, contractors or dependents with valid identification.
b) City of Georgetown employees with valid identification.
c) Seniors or persons with disabilities with proper Capital Metro issued identification card.
d) K – 12 students, with valid ID.
e) Ten (10) and younger must be accompanied by someone twelve (12) or older.
f) UT students, facility or employees presenting a valid UT identification card.
g) Complementary tickets or ticket passes.
h) Southwestern University students, faculty and staff presenting Pirate passes.

Capital Metro shall notify CARTS of changes in the fare structure.

All fare collection equipment shall be supplied by, owned by and maintained by CARTS. All fares shall be retrieved, counted, recorded and deposited by CARTS designated personnel in accordance with CARTS procedures. Such fares collected shall be deducted from the monthly service billing to Capital Metro. All fares collected are subject to audit by Capital Metro and should be reconciled to the monthly report submitted.

If electronic fare collection equipment is used, such equipment shall be owned by and supplied by Capital Metro and maintained by Capital Metro or its contractors. Capital Metro shall reimburse CARTS for time to have fare box maintained and cash collected at a location as defined by Capital Metro based on the hourly rate defined in the SFP. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment is retrieved regularly, at a minimum of once per month by Capital Metro designated personnel or contractors.

20.0 CUSTOMER COMPLAINTS

CARTS shall direct customers to file complaints with Capital Metro via telephone, in person or written correspondence. Once Capital Metro has forwarded the complaint for investigation to CARTS, CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. CARTS shall be provided access to a Capital Metro designated customer comment program (currently called Service One) to access all complaint information. At the end of the Supplement term access to this program shall be terminated.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable Capital Metro to meet its National Transit Database ("NTD") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall obtain an independent audit of said annual NTD reports at CARTS expense and submit to Capital Metro annually by November 30.

21.0 PERFORMANCE SPECIFICATIONS

CARTS shall at all times strive to meet the performance standards listed below to provide the highest level of service possible. Capital Metro reserves the right to monitor CARTS in its performance of the Contracted Service to be provided under the Supplement.

The following are the performance specifications associated with the Contracted Service:

a) No more than eight (8) complaints per 10,000 customers.

b) No more than three (3) vehicle accidents per 100,000 vehicle miles.
c) No more than three (3) passenger accidents per 100,000 miles.

In addition, City of Georgetown specific performance specifications are shown below:

<table>
<thead>
<tr>
<th></th>
<th>FY2020</th>
</tr>
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<tbody>
<tr>
<td><strong>Passengers per Revenue Hour</strong></td>
<td></td>
</tr>
<tr>
<td>Routes 1 &amp; 2</td>
<td>6</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>6</td>
</tr>
<tr>
<td><strong>Farebox Recovery</strong></td>
<td></td>
</tr>
<tr>
<td>Routes 1 &amp; 2</td>
<td>6%</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>6%</td>
</tr>
<tr>
<td><strong>Cost per Passenger</strong></td>
<td></td>
</tr>
<tr>
<td>Routes 1 &amp; 2</td>
<td>$12</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>$12</td>
</tr>
<tr>
<td><strong>Cost per Revenue Hour</strong></td>
<td></td>
</tr>
<tr>
<td>Routes 1 &amp; 2</td>
<td>$89</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>$89</td>
</tr>
<tr>
<td><strong>On-Time Performance</strong></td>
<td></td>
</tr>
<tr>
<td>Routes 1 &amp; 2</td>
<td>95%</td>
</tr>
<tr>
<td>Routes 3 &amp; 4</td>
<td>95%</td>
</tr>
</tbody>
</table>

### 23.0 ON-TIME PERFORMANCE

CARTS operators must complete daily logs with scheduled times and actual times entered at all time points to record and measure on-time performance (“OTP”). An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late. Sampling could be required if CCRS trended an increase because OTP issues. Capital Metro personnel may also conduct checks.

### 24.0 MARKETING, FARE MEDIA AND PUBLIC RELATIONS

Capital Metro shall furnish all schedules, maps, and other printed materials required for marketing the Contracted Service. CARTS shall distribute Capital Metro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by Capital Metro from time to time. Capital Metro shall be the exclusive public media spokesman in connection with the Contracted Service and shall be responsible to print brochures, materials, etc.

CARTS may assist with the design of marketing materials and distribute all necessary bus passes and/or fare media as defined by the City of Georgetown adopted fare structure for customers to be able to purchase from pass outlets and on board vehicles as determined by CARTS.

### 25.0 OPERATOR QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards to perform Capital Metro Contracted Service as defined below:

- **a)** Be employees (full or part-time) of CARTS.
- **b)** Possess a valid State of Texas Driver’s License appropriate for the class of vehicle to be operated. Vehicle Operators must have maintained a valid driver’s license for five (5) years.
c) Have the ability to read, write, and speak English.

d) Be sensitive to customers' needs.

e) Have the ability to handle complaints and problems as required.

f) Pass a Department of Transportation ("DOT") physical and comprehensive drug screen.

26.0 DRUG AND ALCOHOL TESTING PROGRAM

CARTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or Capital Metro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

CARTS drug and alcohol policy for Contracted Service shall include zero tolerance for positive results and other violations of the policy. Employees of CARTS with a confirmed positive drug or alcohol test may not be used to perform work under the Supplement.

CARTS agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System ("MIS") reports annually on or before February 28th to Capital Metro.

CARTS agrees to submit a copy of its Policy Statement developed to implement its Drug and Alcohol Testing Program and adhere to FTA under 49 CFR with the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

CARTS will adhere to the FTA training frequency requirements as outlined under 49 CFR.

27.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. Capital Metro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan ("SMS") and CARTS shall ensure that the principles of SMS are included in the Contracted Service operation. CARTS shall provide Capital Metro with a copy of such plan.

CARTS shall participate in periodic emergency readiness training and drills, at the direction of Capital Metro.

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.
Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a one-year Amended and Restated Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed $233,308 in FTA Section 5307 funds and $513,867 in local funds from Travis County per year.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a one-year Amended and Restated Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed $233,308 in FTA Section 5307 funds and $513,867 in local funds from Travis County per year.

FISCAL IMPACT
This action reimburses CMTA for expenses incurred.

STRATEGIC PLAN:
Strategic Goal Alignment: 2. Ridership Strategic Objectives: 2.2 Lead public transportation and development

Strategic Objectives:
1.2 Ridership, 2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT: This project will help Capital Metro to lead public transportation and development by sharing FTA funds with Travis County for the implementation of the Travis County Transit Development Plan that will expand transit service into the urbanized unincorporated areas of the county.

BUSINESS CASE: Travis County is participating in the Capital Metro Service Expansion Program, which provides Travis County with up to $233,308 per year in FTA Section 5307 funding for transit projects. This ILA defines the parameters for the use of the federal funds.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Travis County is participating in the Capital Metro Service Expansion Program. This program provides a portion of FTA Section 5307 funding to areas that are urbanized but are outside the Capital Metro service area. Based on the unincorporated urbanized area population, Travis County has $233,308 in federal transit funding available per year to apply to transit planning or service related costs through this program. To access the federal funds, Travis County completed a Transit Development Plan, or TDP, per the guidelines of the Service Expansion Policy. Current projects include continued funding of the urbanized unincorporated portions of the Routes 233 and 237, Route 271, Route 318, Manor Pickup and Hornsby Bend Feeder Pilot.
DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1269)
Amended and Restated ILA Between Capital Metro and Travis County

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 negotiate and execute a one-year Amended and Restated Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed $233,308 in FTA Section 5307 funds and $513,867 in local funds from Travis County per year.

________________________                Date: ______________________
Secretary of the Board
Eric Stratton
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 1 to Supplement No. 10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of one year in an amount not to exceed $229,878.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment 1 to Supplement No.10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of one year in an amount not to exceed $229,878.

FISCAL IMPACT
This action reimburses CMTA for expenses incurred.

STRATEGIC PLAN:
Strategic Goal Alignment:1. High Quality Customer Experience 4. Valued Community Partner Strategic Objectives: 1.2 Ridership 4.4 Organizational Partner Satisfaction

Strategic Objectives:
2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT:
The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the border of the Capital Metro service area.

BUSINESS CASE: Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro’s service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Capital Metro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service. This addendum (Amendment 1 to Supplement No. 10) allows for the provision of a pilot project with Travis County for the Hornsby Bend Feeder. This service will be operated at the costs of $81.00 per vehicle hour, consistent with other services operated under the Capital Metro/CARTS partnership. Approximately 2,838 service hours are projected for the FY21. This project is funded 100 percent by Travis County using FTA and local funds. A separate agreement exists between Capital Metro and Travis County to
provide the funding for this service.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development
RESOLUTION OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1270)
CARTS Contracted Services Supplement No. 10 Amendment 1

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute Amendment 1 to Supplement No.10 to the Master Regional Mobility Agreement with Capital Area Rural Transportation System (CARTS) for the provision of transit services to Travis County for a period of one year in an amount not to exceed $229,878.

________________________
Secretary of the Board
Eric Stratton

Date: ______________________

Attachment: Resolution-AI-2020-1270 (4684 : CARTS Contracted Services Supplement No. 10 Amendment 1)
AMENDMENT NO. 1 TO CONTRACTED SERVICES SUPPLEMENT NO. 10
TO MASTER REGIONAL MOBILITY AGREEMENT

(Hornsby Bend Pilot Feeder)

This Amendment No. 1 to Contracted Services Supplement No. 10 to Master Regional Mobility Agreement ("Amendment") is made and entered into by and between Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("CARTS"). Capital Metro and CARTS are referred to in this Agreement individually as a "Party" and collectively as the "Parties", upon the premises and for the consideration stated herein.

RECITALS:

A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the "Agreement"); and,

B. Whereas, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 10 dated effective October 1, 2019 (the "Supplement"); and,

C. Whereas, the Parties desire to further amend the Supplement as set forth herein.

NOW, THEREFORE, by its execution below, Capital Metro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

1. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

   B. FEES FOR SERVICES. For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-2 (Schedule of Fees and Payments), attached and incorporated herein for all purposes.

2. Attachment SFP-1 is deleted in its entirety and replaced with Attachment SFP-2 attached hereto.

3. The total contract amount for Fiscal Year 2021 (October 1, 2020 to September 30, 2021) shall not exceed $229,878.00.
4. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. TERM. The term of this Supplement shall commence on October 1, 2019 and terminate on September 30, 2021. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days’ advance written notice to the other Party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

5. PILOT FUNDING. Section 2.0 of SOS-1 of the Supplement, third sentence, is deleted in its entirety and replaced with the following: This pilot is funded by Travis County.

B. INCORPORATION BY REFERENCE. All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

C. ENTIRE AGREEMENT. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

D. RATIFICATION. The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

E. CONFLICT. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

Capital Metropolitan Transportation Authority

By: ___________________________________
   Dottie Watkins
   Chief Customer Officer/COO

Date: ______________________________

Capital Area Rural Transportation System

By: ___________________________________
   David L. Marsh
   General Manager

Date: ______________________________

Attachments:

ATTACHMENT SFP-2 - Schedule of Fees and Payments
ATTACHMENT SFP-2

SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 10 TO MASTER REGIONAL MOBILITY AGREEMENT

Hornsby Bend Feeder Pilot

Capital Metro shall pay CARTS for the Contracted Service at the following rates:

October 1, 2019 – September 30, 2020  $81.00 per vehicle hour
October 1, 2020 – September 30, 2021  $81.00 per vehicle hour

Source of Funds for Payment of Contracted Service:

Travis County – 60% Local Funds, 40% FTA Funds

For the purposes of payment, a vehicle hour means the time a vehicle leaves its base at the start of the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 3 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed $778,572.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 3 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed $778,572.

FISCAL IMPACT
Funding for this action is available in the FY2021 Operating Budget.

STRATEGIC PLAN:
Strategic Goal Alignment: 1. High Quality Customer Experience 4. Valued Community Partner Strategic Objectives: 1.2 Ridership 4.4 Organizational Partner Satisfaction

Strategic Objectives:
2. Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT: The Capital Metro/CARTS partnership enables the provision of services that serve the larger region, including areas not currently in the Capital Metro service area or on the border of the Capital Metro service area.

BUSINESS CASE: Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro’s service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Capital Metro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service. This addendum (Amendment 3 to Supplement No. 8) allows for the provision of transportation in the Manor Area. This service will be operated at the costs of $81.00 per vehicle hour, consistent with other services operated under the Capital Metro/CARTS partnership. Approximately 9612 service hours are projected for the FY21. This project is funded 25 percent by Travis County using FTA and local funds. A
separate agreement exists between Capital Metro and Travis County to provide the funding for this service.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS
RESOLUTION (ID # AI-2020-1271)
CARTS Contracted Services Supplement No. 8 Amendment 3

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute Amendment No. 3 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed $778,572.00.

________________________
Date: ____________________
Secretary of the Board
Eric Stratton
AMENDMENT NO. 3 TO CONTRACTED SERVICES SUPPLEMENT NO. 8  
TO MASTER REGIONAL MOBILITY AGREEMENT  

(Manor Pickup)

This Amendment No. 3 to Contracted Services Supplement No. 8 to Master Regional Mobility Agreement ("Amendment") is made and entered into by and between Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision of the state of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("CARTS"). Capital Metro and CARTS are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS:

A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the “Agreement”); and,

B. Whereas, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 8 dated effective June 5, 2016 (the “Supplement”); and

C. Whereas, the Parties entered into that certain Amendment No. 1 to the Supplement effective July 10, 2017 (“Amendment No. 1”); and

D. Whereas, the Parties entered into that certain Amendment No. 2 to the Supplement effective June 4, 2019 (“Amendment No. 2”); and

E. Whereas, the Parties desire to further amend the Supplement as set forth herein.

NOW, THEREFORE, by its execution below, Capital Metro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

1. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

B. FEES FOR SERVICES. For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-4 (Schedule of Fees and Payments), attached hereto and incorporated herein for all purposes.
2. The total contract amount for Fiscal Year 2021 (October 1, 2020 to September 30, 2021) shall not exceed $778,572.00.

3. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

   **C. TERM.** The term of this Supplement shall commence on June 4, 2019 and terminate on September 30, 2021. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days’ advance written notice to the other Party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

4. Section 3.0, Vehicle Hours, of Attachment SOS-3 of the Supplement is deleted in its entirety and replaced with the following:

   **3.0 Vehicle Hours.**
   Vehicle hours for the Pickup service are provided below:

   Estimated Total Hours Per Weekday = 36
   Estimated Total Hours Annually = 9,612

   Vehicle hours may be adjusted by mutual agreement of the parties based on customer demand.

5. Section 4.0, Vehicle Requirements, of Attachment SOS-3 of the Supplement is deleted in its entirety and replaced with the following:

   **4.0 Vehicle Requirements.**
   Three (3) peak vehicles are required. The number of vehicles may be adjusted by mutual agreement of the Parties based on customer demand.

B. INCORPORATION BY REFERENCE. All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

C. ENTIRE AGREEMENT. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

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

**Capital Metropolitan Transportation Authority**

By: ________________________________  
Dottie Watkins  
Chief Customer Officer/COO

Date: ________________________________

**Capital Area Rural Transportation System**

By: ________________________________  
Dave L. Marsh  
General Manager

Date: ________________________________

Attachments:

ATTACHMENT SFP-4 - Schedule of Fees and Payments
ATTACHMENT SFP-4
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 8 TO MASTER REGIONAL MOBILITY AGREEMENT

Manor Pickup

Capital Metro shall pay CARTS for the Contracted Service at the following rates:

- June 2, 2019 – September 30, 2019: $79.00 per vehicle hour
- October 1, 2019 – September 30, 2020: $81.00 per vehicle hour
- October 1, 2020 – September 30, 2021: $81.00 per vehicle hour

Source of Funds for Payment of Contracted Service:

- Capital Metro – 100% Local Funds
- Travis County – 60% Local Funds, 40% FTA Funds

For the purposes of payment, a vehicle hour means the time a vehicle leaves its base for the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service for an amount not to exceed $200,157 in FTA funds and $300,235 in local funds from the City of Pflugerville.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service for an amount not to exceed $200,157 in FTA funds and $300,235 in local funds from the city of Pflugerville.

FISCAL IMPACT
This action reimburses CMTA for expenses incurred.

STRATEGIC PLAN:
Strategic Goal Alignment:
4. Valued Community Partner Strategic Objectives: 4.4 Organizational Partner Satisfaction

Strategic Objectives:
1.2 Ridership: 2 Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT: This ILA will provide for transit services in the city of Pflugerville made possible by sharing FTA funds through the Capital Metro Service Expansion Program. The transit services were recommended as part of the Pflugerville Transit Development Plan, which is required in the Capital Metro Service Expansion Policy.

BUSINESS CASE: The city of Pflugerville is participating in the Capital Metro Service Expansion Program, which provides the city of Pflugerville with FTA Section 5307 Funds for transit projects. This ILA defines the parameters for the amount and use of the federal funds for this project.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY: Through the Capital Metro Service Expansion Program, the city of Pflugerville uses a combination of FTA and local funds to pay 100 percent of the cost for transit service operated in the city. To use the FTA funds, the city completed and adopted a Transit Development Plan (TDP) in 2018 in compliance with the Capital Metro Service Expansion Policy. This is for a one-year Pickup pilot.
DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1299)
ILA with the City of Pflugerville for a Pickup Pilot Service Project

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute an Interlocal Agreement with the city of Pflugerville for operation of Pickup Pilot service for an amount not to exceed $200,157 in FTA funds and $300,235 in local funds from the city of Pflugerville.

________________________
Date: ______________________

Secretary of the Board
Eric Stratton
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one year in an amount not to exceed $682,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one year in an amount not to exceed $682,000.

FISCAL IMPACT
Funding for this action is available in the FY2021 Operating Budget.

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

Strategic Objectives:
4.2 Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT:
The Capital Metro/CARTS partnership enables the provision of services that serve the region, including areas not currently in the Capital Metro service area or on the borders of the Capital Metro service area.

BUSINESS CASE:
Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro’s service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:
Capital Metro and CARTS partner to operate transit services on the borders of Capital Metro’s service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

This resolution authorizes the amendment to the current Contracted Service Supplement, which expires September 30, 2020. Service cost per vehicle hour is scheduled at $75.74 at no increase under the terms of this amendment.
The total estimated cost of the service, over a one-year period is $682,000 for an estimated 9,000 vehicle hours annually.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1261)
CARTS Contracted Services Supplement No. 2 Amendment 2 Route 214

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the Contracted Services Supplement for the provision of Route 214 requires an amendment due to the expiration of the current Contracted Services Supplement.

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 Amendment No. 2 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for a period of one year in an amount not to exceed $682,000.

________________________
Date: ______________________

Secretary of the Board
Eric Stratton
AMENDMENT NO. 2 TO CONTRACTED SERVICES SUPPLEMENT NO. 2 TO MASTER REGIONAL MOBILITY AGREEMENT

(Route 214 – Northwest Feeder)

This Amendment No. 2 to Contracted Services Supplement No. 2 to Master Regional Mobility Agreement ("Amendment") is made and entered into by and between Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("CARTS"), collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

RECITALS:

A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 ("Agreement"); and,

B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 2 dated effective May 1, 2015 ("Supplement"); and,

C. Whereas, the Parties entered into Amendment No. 1 dated September 25, 2017 ("Amendment No. 1"); and

D. Whereas, the Parties desire to further amend the Supplement.

NOW, THEREFORE, by its execution below, Capital Metro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:

   CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-3 ("Scope of Services") attached and incorporated herein for all purposes ("Contracted Service"). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-3) and the Agreement.

2. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

   B. FEES FOR SERVICES. For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-3 ("Schedule of Fees and Payments"),
attached and incorporated herein for all purposes.

3. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. **TERM.** The term of this Supplement shall commence on May 1, 2015 and terminate on September 30, 2021. The Parties may extend the term of this Supplement by written agreement. Provided, however, either party may terminate this Supplement upon sixty (60) days’ advance written notice to the other party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

C. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

[**SIGNATURES ON NEXT PAGE**]
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

Capital Metropolitan Transportation Authority

By: ________________________________
    Dottie Watkins
    Chief Customer Officer/COO

Date: ________________________________

Capital Area Rural Transportation System

By: ________________________________
    David L. Marsh
    General Manager

Date: ________________________________

Attachments:

ATTACHMENT SFP-3 - Schedule of Fees and Payments
ATTACHMENT SOS-3 - Scope of Services
Capital Metro shall pay CARTS for the Contracted Service at the following rates:

- May 1, 2015 – September 30, 2015: $65.00 per vehicle hour
- October 1, 2015 – September 30, 2016: $66.95 per vehicle hour
- October 1, 2016 – September 30, 2017: $68.96 per vehicle hour
- October 1, 2017 – September 30, 2018: $71.03 per vehicle hour
- October 1, 2018 – September 30, 2019: $73.16 per vehicle hour
- October 1, 2019 – September 30, 2020: $75.74 per vehicle hour
- October 1, 2020 – September 30, 2021: $75.74 per vehicle hour

Capital Metro Source of Funds for Payment of Contracted Service: 100% Local Funds

For the purposes of payment, a fixed route vehicle hour means the time a vehicle leaves its base for the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).
1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 2 to Master Regional Mobility Agreement (“Supplement”) documents the requirements related to the operation of Route 214 – Northwest Feeder fixed route service (the “Contracted Service”). Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide an operationally dependable vehicle service for customer use, equipped for maximum customer comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

CARTS shall obtain all required licenses and permits to operate in the Capital Metro’s service area within the scope of this Contracted Service.

CARTS shall furnish all supervision, security protection, personnel, customer vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals (such as comfort stop identification) as required to perform an operationally dependable public transportation service. Fueling of vehicles shall not occur during revenue hours. Fueling, if needed may occur during shift changes or through vehicle exchanges at route terminal locations, provided that customers are not inconvenienced.

CARTS shall at all times comply and cause its assigned personnel and contractors to comply with Capital Metro’s policies and procedures, as revised, supplemented, and updated from time to time. These policies and procedures include, but are not limited to, the documents found on Capital Metro’s service provider extranet site located at https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%2FSMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

The Contracted Services consists of Capital Metro Route 214-Northwest Feeder fixed route service. This route presently operates between Lago Vista Park and Ride Lot, Jonestown and Lakeline MetroRail Station.

3.0 VEHICLE HOURS
Vehicle hours for the Contracted Service are provided below:
Estimated Total Hours Weekdays = 31.
Estimated Total Hours Annually = 9,000.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required.

5.0 SERVICE PERIOD

CARTS will operate the service on weekdays, approximately 5:00 a.m. — 9:30 p.m. (times may vary within this window, based on the specific route schedule).

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trip schedules provided by Capital Metro. Capital Metro service changes occur three times per year during the months of January, June and August. CARTS shall follow the prescribed routes and schedules as established by Capital Metro and communicate any route detours or route delays with Capital Metro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; provision for Capital Metro to install a Genfare fare box; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling two (2) mobility device positions.

All vehicles shall be painted in accordance with Capital Metro’s graphic program. Capital Metro shall supply logos for the vehicles. Vehicles shall bear no other logos, emblems or identification unless required by law or approved by Capital Metro. Capital Metro logos shall be promptly removed at the end of the Supplement term.

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the bus is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to the health and well-being of the customers and operator of the bus. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.
Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations and programmed with proper route and safety designations as defined by Capital Metro. All destination signs shall be illuminated for night operation.

Vehicles shall be equipped with customer notice holders, and customer discharge bells.

Vehicle bodies, frames, and components shall be in sound condition, and free of all damage that compromises the safe operation of the vehicle. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

At its discretion, Capital Metro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by Capital Metro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

All vehicles shall be capable of comfortably seating a minimum of twelve (12) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

All vehicles shall be equipped to permit inward and outward mobility device boarding. Ramps and lifts shall comply with ADA standards. Securement for mobility devices shall consist of wheel clamps, and four (4) securement belts. Additionally, a lap belt shall be required for customer preference.

The vehicles air conditioning system shall be of sufficient size and capacity to maintain a comfortable, constant temperature throughout the vehicle. The heating system shall have proportional controls and be of sufficient capacity to maintain a comfortable, constant temperature throughout the vehicle.

8.0 EQUIPMENT CONDITION

CARTS shall maintain each vehicle in a clean condition throughout, both interior and exterior, at all times that the vehicle is in service for Capital Metro. All vehicles shall be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.) prior to the bus going into service each day. Each bus shall be detailed at a minimum of once every ninety (90) days. The detailing shall include, but is not limited to:

a) Removal of all graffiti.
b) Cleaning of all side panels.
c) Cleaning ceiling panels.
d) Cleaning dome light covers.
e) Cleaning of seats, including frames.
f) Cleaning floors (i.e., gum removal).
g) Exterior cleaning, repaint wheel rims, if necessary.
h) Be free of body damage, have no missing or unpainted panels.
i) Wheel rims shall be supplied by CARTS.
j) Have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

9.0 SPARE VEHICLES

Spare vehicles, fully meeting all vehicle requirements listed above in section 7.0, including but not limited to mobility device accessibility and graphic requirements, shall be maintained and dispatched for replacement purposes within one (1) hour of the time any the primary vehicle becomes inoperable or shall be removed from service for repairs.

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the Contracted Service as may reasonably be requested by Capital Metro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided on a monthly basis along with CARTS invoice for that month. The following information shall be provided to the Capital Metro Project Manager:

a) Boarding for the entire month.
b) Summary of vehicle and passenger accidents for the entire month.
c) Late and missed trips for the entire month.
d) Miles driven for the entire month.
e) On-time performance for each week, as well as the monthly average.
f) Road calls for the entire month.
g) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

Capital Metro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) of the total projected annual vehicle hours, Capital Metro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such renegotiations would also occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose method of compensation for service expansion including adding vehicles.
Capital Metro reserves the right, upon notification to CARTS to transfer portions or all of the Contracted Service to another service provider based on the operational needs of Capital Metro. CARTS may also request a transfer of portions or all of the Contracted Service to another service provider by providing Capital Metro at least six (6) months’ notice in advance based on the operational needs of CARTS.

12.0 HOLIDAY SCHEDULE

Capital Metro reserves the right to operate modified schedules which it deems appropriate in conjunction with the holidays listed based on what is shown in the most current Capital Metro Destinations schedule book which may be accessed here: https://www.capmetro.org/destinations/. CARTS should be prepared to ensure that Contracted Service are provided in accordance with such holiday schedules.

13.0 TRAINING

All bus operators hired by CARTS shall attend, at a minimum, the following training:

a) Six (6) hours of defensive driving training and two (2) hours of overview of Capital Metro service. CARTS shall be responsible for providing a certified defensive driving course for all bus operators, prior to driving.
b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hours of refresher training.
c) The cost of bus operator’s wages during training shall be borne by CARTS.
d) CARTS shall be required to ensure all bus operators are aware of proper customer communication practices required for polite customer assistance and participate in customer service training for at least two (2) hours annually.
e) CARTS shall ensure all bus operators complete training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any bus operator who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as refresher training and retraining, shall be conducted by CARTS. CARTS shall be required to have a bus operator development program in place to address all bus operator related training needs. Capital Metro shall inform CARTS in writing of any changes in operating procedures; CARTS shall be responsible for any training at their cost for existing bus operators which is needed as a result of changed procedures.

All training programs shall be subject to Capital Metro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with Capital Metro’s uniform and appearance requirements. The uniform and appearance standards are available
Any deviations from the uniform and appearance standards must be approved by Capital Metro in its sole discretion.

15.0 REMOVAL

Capital Metro may require CARTS to immediately remove, pending investigation, any bus operator from Capital Metro service for any one of, but not necessarily limited to, the following:

a) Committing unsafe or inappropriate acts while providing service.
b) Failure to follow Capital Metro policies and procedures.
c) Using a cell phone while operating Capital Metro vehicle, including texting and use of Bluetooth devices.
d) Revocation, suspension or non-renewal of a valid driver’s license.
e) A criminal conviction as set forth in the Master Agreement section entitled “Personnel Assignments”.
f) Violating the uniform and appearance standards without approval.
g) Using any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.
h) Failing to follow safety rules and regulations.
i) Failing to follow security policies, guidelines and procedures.
j) Notification of an active warrant from any law enforcement or judicial agency; and/or
k) Any conduct which puts Capital Metro or its reputation at risk.

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the transportation service in accordance with the Supplement.

CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. Capital Metro’s Program Manager, Bus Contracts shall be Capital Metro’s Project Manager for this Supplement.

17.0 SUPERVISION

CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure bus operator adherence to procedures (i.e., on-time performance, customer relations, etc.). Such supervision shall also include prompt responses to all investigation of accidents. Capital Metro reserves the right to
provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Supplement.

18.0 DISPATCHING & RADIO COMMUNICATION

CARTS shall be required to maintain dispatch and radio monitoring personnel to work during the hours of Contracted Service. CARTS shall be able to effectively dispatch assignments and provide prompt responses to bus operator and/or vehicle problems which could impact CARTS service. CARTS will work with Capital Metro to allow for Capital Metro’s ability to monitor radio communications between CARTS dispatch office and CARTS bus operators regarding Contracted Service. CARTS would also have the option of having a supervisor on call to respond to questions or problems.

This communication shall be via two-way radios. Base station, tower and fixed vehicle radios to be provided by CARTS.

19.0 FARE COLLECTION

CARTS shall collect fares and charges established by Capital Metro. Without Capital Metro’s approval, no free transportation service shall be provided to persons other than the following:

a) Capital Metro employees, contractors or dependents with valid identification.
b) Seniors or persons with disabilities with the proper Capital Metro issued identification card.
c) K – 12 students, with valid ID.
d) Ten (10) and younger must be accompanied by someone twelve (12) or older.
e) UT students, facility or employees presenting a valid UT identification card.
f) Complimentary tickets or ticket passes.

Capital Metro shall notify CARTS of changes in the fare structure.

All fare collection equipment shall be owned by and supplied by Capital Metro and maintained by Capital Metro or its contractors. Capital Metro shall reimburse CARTS for time to have fare box maintained and cash collected at a location as defined by Capital Metro based on the hourly rate defined in the SFP. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment is retrieved regularly, at a minimum of once per month by Capital Metro designated personnel or contractors.

20.0 CUSTOMER COMPLAINTS

CARTS shall direct customers to file complaints with Capital Metro via telephone, in person or written correspondence. Once Capital Metro has forwarded the complaint for investigation to CARTS, CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. CARTS shall be provided access to a Capital Metro designated customer comment
program (currently called Service One) to access all complaint information. At the end of the Supplement term access to this program shall be terminated.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable Capital Metro to meet its National Transit Database ("NTD") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall obtain an independent audit of said annual NTD reports at CARTS expense and submit to Capital Metro by November 30.

22.0 PERFORMANCE SPECIFICATIONS

CARTS shall at all times strive to meet the performance standards listed below in order to provide the highest level of service possible. Capital Metro reserves the right to monitor CARTS in its performance of the Contracted Service to be provided under the Supplement.

The following are the performance specifications:

a) No more than eight (8) complaints per 10,000 customers.

b) No more than three (3) vehicle accidents per 100,000 vehicle miles.

c) No more than three (3) passenger accidents per 100,000 miles.

d) Ninety percent (90%) of trips operating on time. (An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late).

23.0 ON-TIME PERFORMANCE

CARTS operators must complete daily logs with scheduled times and actual times entered at all time points to record and measure on-time performance ("OTP"). An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late. Sampling could be required if CCRS trended an increase because OTP issues. Capital Metro personnel may also conduct checks.

24.0 MARKETING AND PUBLIC RELATIONS

Capital Metro shall furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Contracted Service. CARTS shall distribute Capital Metro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by Capital Metro from time to time. Capital Metro shall be the exclusive public media spokesman in connection with the Contracted Service.

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards to perform Capital Metro
Contracted Service as defined below:

a) Be employees (full or part-time) of CARTS.
b) Have a Class B driver's license with passenger endorsement and air brakes, if operating a bus.
c) Have the ability to read, write, and speak English.
d) Be sensitive to customers' needs.
e) Have the ability to handle complaints and problems as required.
f) Pass a Department of Transportation ("DOT") physical and comprehensive drug screen.

26.0 DRUG AND ALCOHOL TESTING PROGRAM

CARTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or Capital Metro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

CARTS drug and alcohol policy for Contracted Service shall include zero tolerance for positive results and other violations of the policy. Employees of CARTS with a confirmed positive drug or alcohol test may not be used to perform work under the Supplement.

CARTS agrees further to certify annually its compliance with Part 655 before March 1st and to submit the Management Information System ("MIS") reports annually on or before February 28th to Capital Metro.

CARTS agrees to submit a copy of its Policy Statement developed to implement its Drug and Alcohol Testing Program and consult with Capital Metro on the selection of a certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium.

CARTS will adhere to the FTA training frequency requirements as outlined under 49 CFR.

27.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies and routine problems that may occur. Capital Metro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan ("SMS") and CARTS shall ensure that the principles of SMS are included in the Contracted Service operation. CARTS shall provide Capital Metro with a copy of such plan.
CARTS shall participate in periodic emergency readiness training and drills, at the direction of Capital Metro.

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed $200,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute Amendment No. 2 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed $200,000.

FISCAL IMPACT
Funding for this action is available in the FY2021 Operating Budget.

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

Strategic Objectives:
4.2 Build Partnerships

EXPLANATION OF STRATEGIC ALIGNMENT:
The Capital Metro/CARTS partnership enables the provision of services to the larger region, including areas not currently in the Capital Metro service area.

BUSINESS CASE:
Capital Metro receives transit services at a reasonable price under this agreement. CARTS already operates services in the rural areas surrounding Capital Metro’s service area, making them a logical partner for providing services that extend beyond the Capital Metro service area.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on September 16, 2020.

EXECUTIVE SUMMARY:
Capital Metro and CARTS partner to operate transit services on the borders of Capital Metro’s service area and in communities located within the Austin urbanized area but outside of the Capital Metro service area. The parties utilize a master Regional Mobility Agreement (RMA) for the purposes of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service.

Supplement No. 4 to the Master Regional Mobility Agreement allows for the provision of transit service for the Manor area. CARTS provides the vehicle, fuel, operations and maintenance for this service.
The current Contracted Service Supplement No. 4 which allows for CARTS to operate Route 990 – Manor Express expires on September 30, 2020.

This resolution authorizes the amendment to the current Contracted Service Supplement, which expires September 30, 2020. Service cost per vehicle hour is $75.74. The total cost of the service, over a one-year period is estimated not to exceed $200,000 for 2,700 estimated vehicle hours.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1263)
CARTS Contracted Services Supplement No. 4 Amendment 2 Route 990

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to be a regional leader and grow the service and customer base for transit; and

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute Amendment No. 2 to CARTS Supplement No. 4 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed $200,000.

________________________
Date: ______________________
Secretary of the Board
Eric Stratton
AMENDMENT NO. 2 TO CONTRACTED SERVICES SUPPLEMENT NO. 4
TO MASTER REGIONAL MOBILITY AGREEMENT

(Route 990 – Manor Express)

This Amendment No. 2 to Contracted Services Supplement No. 4 to Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and Capital Area Rural Transportation System, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“CARTS”), collectively referred to as the “Parties”, upon the premises and for the consideration stated herein.

RE bâtals:

A. Whereas, Capital Metro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (“Agreement”); and,

B. Whereas, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 4 dated effective May 1, 2015 (“Supplement”); and,

C. Whereas, the Parties entered into Amendment No. 1 dated September 25, 2017 (“Amendment No. 1”); and

D. Whereas, the Parties desire to amend the Supplement.

NOW, THEREFORE, by its execution below, Capital Metro and CARTS agree as follows:

AGREEMENT:

A. AMENDMENT.

1. Paragraph 1 of the Supplement is deleted in its entirety and replaced with the following:

   CARTS agrees to provide to Capital Metro, the transportation services described in Attachment SOS-3 (“Scope of Services”) attached and incorporated herein for all purposes (“Contracted Service”). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-3) and the Agreement.

2. Paragraph 2 B. of the Supplement is deleted in its entirety and replaced with the following:

   B. FEES FOR SERVICES. For Contracted Service provided under this Supplement, CARTS
shall be paid as set forth in in Attachment SFP-3 (“Schedule of Fees and Payments”), attached and incorporated herein for all purposes.

3. Paragraph 2 C. of the Supplement is deleted in its entirety and replaced with the following:

C. **TERM.** The term of this Supplement shall commence on May 1, 2015 and terminate on September 30, 2021. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days’ advance written notice to the other Party. In the event of such termination by Capital Metro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to Capital Metro to be paid CARTS. If CARTS has any property in its possession belonging to Capital Metro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.

C. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.

D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.

E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective undersigned duly authorized representatives as of the date of the last party to sign.

Capital Metropolitan Transportation Authority

By: __________________________
   Dottie Watkins
   Chief Customer Officer/COO

Date: __________________________

Capital Area Rural Transportation System

By: __________________________
   David L. Marsh
   General Manager

Date: __________________________

Attachments:

ATTACHMENT SFP-3 - Schedule of Fees and Payments
ATTACHMENT SOS-3 – Scope of Services
ATTACHMENT SFP-3

SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 4 TO MASTER REGIONAL MOBILITY AGREEMENT

Route 990 – Manor Express

Capital Metro shall pay CARTS for the Contracted Service at the following rates:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2017 – September 30, 2018</td>
<td>$71.03 per vehicle hour</td>
</tr>
<tr>
<td>October 1, 2018 – September 30, 2019</td>
<td>$73.16 per vehicle hour</td>
</tr>
<tr>
<td>October 1, 2019 – September 30, 2020</td>
<td>$75.74 per vehicle hour</td>
</tr>
<tr>
<td>October 1, 2020 – September 30, 2021</td>
<td>$75.74 per vehicle hour</td>
</tr>
</tbody>
</table>

Capital Metro Source of Funds for Payment of Contracted Service: 100% Local Funds

For the purposes of payment, a fixed route vehicle hour means the time a vehicle leaves its base for the service day, to the time it arrives at its base at the end of the service day. Not included as part of vehicle hour are breaks, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns). Vehicle hours between Manor Park and Ride Lot and Elgin Park and Ride Lot shall not be billed under this Supplement.
1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 4 to Master Regional Mobility Agreement ("Supplement") documents the requirements related to the operation of Route 990 - Manor Express. Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

CARTS shall provide an operationally dependable vehicle service for customer use, equipped for maximum customer comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.

CARTS shall obtain all required licenses and permits to operate in the Capital Metro’s service area within the scope of this Contracted Service.

CARTS shall furnish all supervision, security protection, personnel, vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals (such as comfort stop identification) as required to perform an operationally dependable public transportation service. Fueling of vehicles shall not occur during revenue hours. Fueling, if needed may occur during shift changes or through vehicle exchanges at route terminal locations, provided that customers are not inconvenienced.

CARTS is required to comply with certain applicable Capital Metro policies and procedures on various subjects, including, but not limited to, the Code of Conduct, Tobacco-Free Workplace Policy, Physical Access Control Policy, and Access Control. The policies and procedures can be found here: https://capmetro.sharepoint.com/sites/EXT_MOSP/PoliciesProcedures/Forms/AllItems.aspx?RootFolder=%2Fsites%2FEXT%5FMOSP%2FPoliciesProcedures. CARTS shall maintain documentation showing that its employees received a copy of these policies and procedures.

2.0 DESCRIPTION OF CONTRACTED SERVICE

Capital Metro Route 990-Manor Express fixed route ("Contracted Service") The route presently operates between downtown Austin and Manor Park and Ride Lot. The extension between Manor Park and Ride Lot and Elgin Park and Ride Lot is not a part of this Supplement or Agreement.
3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:
Estimated Total Hours Each Weekday = 10.15
Estimated Total Hours Annually = 2,700.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required. Vehicles may be added or removed in the future upon agreement between CARTS and Capital Metro.

5.0 SERVICE PERIOD

The vehicle will operate on weekdays. Revenue hours are approximately 5:00 a.m. to 8:30 p.m. primarily during peak periods (times may vary within this window, based on the specific route schedule).

6.0 SERVICE SCHEDULE

CARTS shall provide Contracted Service in a safe, courteous, reliable manner and in accordance with trip schedules provided by Capital Metro. Capital Metro service changes occur three times per year during the months of January, June and August. CARTS shall follow the prescribed routes and schedules as established by Capital Metro and communicate any route detours or route delays with Capital Metro.

7.0 VEHICLES

Vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; provision for Capital Metro to install a Genfare fare box; installation of a manual fare box for fares collected between Manor and Elgin; adequate interior lighting; interior and exterior signage; and padded, comfortable seating for customers. All vehicles shall be accessible for mobility devices, capable of handling two (2) mobility device positions.

All vehicles shall be painted in accordance with Capital Metro’s graphic program. Capital Metro shall supply logos for the vehicles. Vehicles shall bear no other logos, emblems or identification unless required by law or approved by Capital Metro. Capital Metro logos shall be promptly removed at the end of the Supplement term.

All vehicles shall be cleaned inside daily prior to being placed into service. Vehicle exteriors and windows shall be washed every day, weather permitting. Vehicle interiors shall at all times be kept free of exhaust fumes and engine odors. The interior of the vehicles shall be maintained free from roaches and other vermin at all times that the vehicle is utilized in Contracted Service. CARTS is strictly prohibited from using any vermin control product that would be hazardous to
the health and well-being of the customers and operator of the vehicle. Exterminations or vermin spray shall be scheduled to assure there are no offensive odors during Contracted Service hours.

Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations and programmed with proper route and safety designations as defined by Capital Metro. All destination signs shall be illuminated for night operation.

Vehicles shall be equipped with customer notice holders, and customer discharge bells.

Vehicle bodies, frames, and components shall be in sound condition, and free of all damage that compromises the safe operation of the vehicle. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.

At its discretion, Capital Metro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by Capital Metro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

All vehicles shall be capable of comfortably seating a minimum of twenty (20) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

All vehicles shall be equipped to permit inward and outward mobility device boarding. Ramps and lifts shall comply with ADA standards. Securement for mobility devices shall consist of wheel clamps, and four (4) securement belts. Additionally, a lap belt shall be required for customer preference.

The vehicles air conditioning system shall be of sufficient size and capacity to maintain a comfortable, constant temperature throughout the vehicle. The heating system shall have proportional controls and be of sufficient capacity to maintain a comfortable, constant temperature throughout the vehicle.

8.0 EQUIPMENT CONDITION

CARTS shall maintain each vehicle in a clean condition throughout, both interior and exterior, at all times that the vehicle is in service for Capital Metro. All vehicles shall be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.) prior to the bus going into service each day. Each vehicle shall be detailed at a minimum of once every ninety (90) days. The detailing shall include, but is not limited to:

   a) Removal of all graffiti.
   b) Cleaning of all side panels.
c) Cleaning ceiling panels.

d) Cleaning dome light covers.

e) Cleaning of seats, including frames.

f) Cleaning floors (i.e., gum removal).

g) Exterior cleaning, repaint wheel rims, if necessary.

h) Be free of body damage, have no missing or unpainted panels.

i) Wheel rims shall be supplied by CARTS.

j) Have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).

9.0 SPARE VEHICLES

Spare vehicles, fully meeting all vehicle requirements listed above in Section 7.0, including but not limited to mobility device accessibility and graphic requirements, shall be maintained and dispatched for replacement purposes within one (1) hour of the time any the primary vehicle becomes inoperable or shall be removed from service for repairs.

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the Contracted Service as may reasonably be requested by Capital Metro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided on a monthly basis along with CARTS invoice for that month. The following information shall be provided to the Capital Metro Project Manager:

a) Boarding for the entire month.

b) Summary of vehicle and passenger accidents for the entire month.

c) Late and missed trips for the entire month.

d) Miles driven for the entire month.

e) On-time performance for each week, as well as the monthly average.

f) Road calls for the entire month.

g) Security incidents.

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

Capital Metro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications.

In the event that actual annual vehicle hours fall below ninety percent (90%) or above one hundred and ten percent (110%) of the total projected annual vehicle hours, Capital Metro reserves the right to negotiate a revised unit cost per vehicle hour with CARTS. Such
renegotiations would also occur in the event that vehicles need to be added or deleted during the term of the Supplement.

CARTS may propose method of compensation for service expansion including adding vehicles.

Capital Metro reserves the right, upon notification to CARTS to transfer portions or all of the Contracted Service to another service provider based on the operational needs of Capital Metro. CARTS may also request a transfer of portions or all of the Contracted Service to another service provider by providing Capital Metro at least six (6) months’ notice in advance based on the operational needs of CARTS.

12.0 HOLIDAY SCHEDULE

Capital Metro reserves the right to operate modified schedules which it deems appropriate in conjunction with the holidays listed based on what is shown in the most current Capital Metro Destinations schedule book which may be accessed here: https://www.capmetro.org/destinations/. CARTS should be prepared to ensure that Contracted Service are provided in accordance with such holiday schedules.

13.0 TRAINING

All bus operators hired by CARTS shall attend, at a minimum, the following training:

a) Six (6) hours of defensive driving training and two (2) hours of overview of Capital Metro service. CARTS shall be responsible for providing a certified defensive driving course for all bus operators, prior to driving.

b) CARTS shall be required every year to ensure all operating personnel associated with this Supplement receive a minimum of two (2) hours of refresher training.

c) The cost of bus operator’s wages during training shall be borne by CARTS.

d) CARTS shall be required to ensure all bus operators are aware of proper customer communication practices required for polite customer assistance and participate in customer service training for at least two (2) hours annually.

e) CARTS shall ensure all bus operators complete training prior to their operation of an in-service vehicle. CARTS shall also be responsible for providing additional training for any bus operator who demonstrates a lack of appropriate training.

Training subsequent to training for new hires, such as refresher training and retraining, shall be conducted by CARTS. CARTS shall be required to have a bus operator development program in place to address all bus operator related training needs. Capital Metro shall inform CARTS in writing of any changes in operating procedures; CARTS shall be responsible for any training at their cost for existing bus operators which is needed as a result of changed procedures.

All training programs shall be subject to Capital Metro approval.
14.0 UNIFORM AND APPEARANCE STANDARDS SPECIFICATION

CARTS shall comply with Capital Metro’s uniform and appearance requirements. The uniform and appearance standards are available here:

Any deviations from the uniform and appearance standards must be approved by Capital Metro in its sole discretion.

15.0 REMOVAL

Capital Metro may require CARTS to immediately remove, pending investigation, any bus operator from Capital Metro service for any one of, but not necessarily limited to, the following:

a) Committing unsafe or inappropriate acts while providing service.

b) Failure to follow Capital Metro policies and procedures.

c) Cell phone use while operating Capital Metro vehicle, including texting and use of Bluetooth devices.

d) Revocation, suspension or non-renewal of a valid driver’s license.

e) A criminal conviction as set forth in the Master Agreement section entitled “Personnel Assignments”.

f) Violating the uniform and appearance standards without approval.

g) Using any tobacco product on Capital Metro vehicle or property, in accordance with the Tobacco Free policies of Capital Metro.

h) Failure to follow safety rules and regulations.

i) Failure to follow security policies, guidelines and procedures.

j) Notification of an active warrant from any law enforcement or judicial agency; and/or

k) Any conduct which puts Capital Metro or its reputation at risk.

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the transportation service in accordance with the Supplement.

CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. Capital Metro’s Program Manager, Bus Contracts shall be Capital Metro’s Project Manager for this Supplement.

17.0 SUPERVISION
CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure bus operator adherence to procedures (i.e., on-time performance, customer relations, etc.). Such supervision shall also include prompt responses to all investigation of accidents. Capital Metro reserves the right to provide similar investigations and adherence checks of its own without notice to ensure compliance with terms of the Supplement.

18.0 DISPATCHING & RADIO COMMUNICATION

CARTS shall be required to maintain dispatch and radio monitoring personnel to work during the hours of Contracted Service. CARTS shall be able to effectively dispatch assignments and provide prompt responses to bus operator and/or vehicle problems which could impact CARTS service. CARTS will work with Capital Metro to allow for Capital Metro’s ability to monitor radio communications between CARTS dispatch office and CARTS bus operators regarding Contracted Service. CARTS would also have the option of having a supervisor on call to respond to questions or problems.

This communication shall be via two-way radios. Base station, tower and fixed vehicle radios to be provided by CARTS.

19.0 FARE COLLECTION

CARTS shall collect fares and charges established by Capital Metro. Without Capital Metro’s approval, no free transportation service shall be provided to persons other than the following:

a) Capital Metro employees, contractors or dependents with valid identification.
b) Seniors or persons with disabilities with the proper Capital Metro issued identification card.
c) K – 12 students, with valid ID.
d) Ten (10) and younger must be accompanied by someone twelve (12) or older.
e) UT students, facility or employees presenting a valid UT identification card.
f) Complimentary tickets or ticket passes.

Capital Metro shall notify CARTS of changes in the fare structure.

All fare collection equipment shall be owned by and supplied by Capital Metro and maintained by Capital Metro or its contractors. Capital Metro shall reimburse CARTS for time to have fare box maintained and cash collected at a location as defined by Capital Metro based on the vehicle hour rate defined in the SFP. CARTS is required to ensure that data and cash (if applicable) from any fare collection equipment is retrieved regularly, at a minimum of once per month by Capital Metro designated personnel or contractors.

Fares collected from customers for travel between Manor and Elgin shall not be comingled in Capital Metro’s fare collection process and shall be collected separately in a manner determined by CARTS.
20.0 CUSTOMER COMPLAINTS

CARTS shall direct customers to file complaints with Capital Metro via telephone, in person or written correspondence. Once Capital Metro has forwarded the complaint for investigation to CARTS, CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. CARTS shall be provided access to a Capital Metro designated customer comment program (currently called Service One) to access all complaint information. At the end of the Supplement term access to this program shall be terminated.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable Capital Metro to meet its National Transit Database ("NTD") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall obtain an independent audit of said annual NTD reports at CARTS expense and submit to Capital Metro by November 30.

22.0 PERFORMANCE SPECIFICATIONS

CARTS shall at all times strive to meet the performance standards listed below in order to provide the highest level of service possible. Capital Metro reserves the right to monitor CARTS in its performance of the Contracted Service to be provided under the Supplement.

The following are the performance specifications associated with the Contracted Service:

a) No more than eight (8) complaints per 10,000 customers.
b) No more than three (3) vehicle accidents per 100,000 vehicle miles.
c) No more than three (3) passenger accidents per 100,000 miles.
d) Ninety percent (90%) of trips operating on-time. (An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late.)

23.0 ON-TIME PERFORMANCE

CARTS operators must complete daily logs with scheduled times and actual times entered at all time points to record and measure on-time performance (OTP). An on-time trip is one which departs 0 minutes early and no more than five (5) minutes late. Sampling could be required if CCRS trended an increase because OTP issues. Capital Metro personnel may also conduct checks.

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Capital Metro shall furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Contracted Service. CARTS shall distribute Capital Metro
customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by Capital Metro from time to time. Capital Metro shall be the exclusive public media spokesman in connection with the Contracted Service.

CARTS shall be responsible to market and promote the route between Manor and Elgin by measures determined by CARTS. Capital Metro shall include the extension of the route beyond Manor in its marketing materials with an explanation that separate fares are required.

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

CARTS shall ensure personnel meet the following standards and are qualified to perform Capital Metro Contracted Service:

a) Be employees (full or part-time) of CARTS.
b) Have a Class B driver's license with passenger endorsement and air brakes, if operating a bus.
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CARTS agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of Texas or Capital Metro, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655, 49 CFR Part 40, and 49 CFR Part 29 and review the testing process.

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TITLE: Customer Payment Systems Update
Customer Payment Systems

A multi-year plan of technology advances and new fare offerings

Capital Metro FAA & OPS Meetings
September 2020
Customer Payment Systems Roadmap

1. Mobile App Fare Capping
   - Cash/Pass Load at Retail Network
   - Launch Fall 2020

2. Customer Web Portal
   - Launch Winter 2021

3. Full Account-Based System:
   - Fare Capping, Smart Card, & Virtual Card
   - Launch Fall 2021

4. Open Payment
   - Pay with Credit Card
   - Launch Fall to Winter 2021

5. Fare System Integrations
   - Multiple Launches 2022 to 2023

6. Cash Farebox & Vaulting
   - Board Award Summer to Fall 2021

Mobile App Upgrades
- Launched Summer 2019
- Launched Summer 2020
- Ticket Vending Machines
  - Launch Summer 2020
- Onboard Validator Expansion
  - Launch Summer to Winter 2020

Mobile App Integration with B-Cycle
- Launch Fall 2020

Mobile App Integration with Pickup
- Launch Fall 2020
Phase 1: Cash to Mobile Retail Load

• Launch in Fall 2020
• Available to All Customers who use CapMetro Mobile App
• Cash may be loaded to mobile wallet for future mobile pass purchase without a fee at a retail store
• Passes may also be purchased for cash on CapMetro mobile app at Retail Stores
Phase 1: Mobile Retail Load

• Retail network:
  • Convenience stores, drugstores & grocery stores
  • Up to 500 locations
  • Some retailers may require additional time to onboard
Phase 1: Equity Fare Capping Pilot Program

- Low Income customers will avail benefits of a 31-Day pass without upfront cost
  - Customers enrolled in Health & Human Services programs such as Medicaid, CHIP, & TANF or Central Health MAP program, will be able to participate
- Customer will be able to save money by not having to decide between single ride, day pass or a 31-Day pass at purchase
  - Participants will purchase a single ride pass each time they ride a bus or a train
  - Two single ride passes in a day automatically earns the customer a day pass
  - Separate fare capping for Local and Commuter service levels
  - 33 Local or 27 Commuter single rides in a month, earns the customer a 31-Day pass
Phase 1: Equity Fare Capping Pilot Program

- Feedback from the Community - Engagement before, during and after the pilot
  - Outreach through organizations such as One Voice Central Texas, Urban League and NAACP
  - Program details shared and feedback obtained at the August Access & Customer Satisfaction Advisory Committees. Obtain additional feedback from AC & CSAC in October
- Available for Local, Commuter and Pick-up Services
- Up to 200 participants for an initial six months
- Projected Launch on Mobile App in October
Phase 2: Customer Web Portal

- Launch early next year
- Single customer web site
- Capital Metro branding
- Desktop & mobile device support
- Multiple language support
- WCAG/ADA compliant
Phase 2: Customer Web Portal

- Purchase mobile, paper, and future fare media
- Matching experience to the CapMetro App
Phase 2: Customer Web Portal

- Manage account
  - Account security
  - Connected devices
  - Order history
  - Pass history
- View and add funds to wallet
Future Updates

• Status updates on fare capping pilot program
• Phase 3
  • Full account-based system
  • Smart cards at retail outlets
  • Account based fare capping program
  • Virtual cards in phone wallets
  • Tap and pay with phones and branded smart cards
• Phase 4: Open payment
  • Tap and pay with NFC credit cards
THANK YOU!

METRO
Long Range Financial Plan
Long-Range Financial Plan

Fiscal Years 2021 to 2030
Presented on September 16, 2020
Objectives

- Board adopted long-range financial plan policy in 2013
- Navigate uncertainty of COVID-19 pandemic
- Align financial capacity with long-term service objectives
- Identify and analyze financial challenges to fiscal stability
- Develop comprehensive long-range forecast
- Evaluate ability to fund:
  - Current and expanded needs
  - Reserve requirements
  - Debt financing
## Benefits of a Long-Range Plan Model

- Builds a fiscally sound agency
- Awareness of options, barriers and opportunities
- Improves long-term financial sustainability
- Balances competing demands
- Assesses financial implications of decisions & priorities
Long-Range Financial Plan Model

Assumptions
- Sales Tax Growth
- Service Levels
- PPI
- Salary Increases
- Benefit Increases
- Fuel Pricing
- Etc.

Capital Metro LRFP

Operating Budget
- Revenue and Expenditures

Capital Improvement Plan
- Capital Funding
- Capital Expenditures

Reserves
- Statutory Operating
- Budget Stabilization
- Capital Expansion
- Self-Insurance

Debt
- Existing Debt
- New Debt Issue

Grants and Capital Contributions

Austin Transit Partnership
Revenue

- Sales tax: 1% growth = $2.5M
  - Sales tax = 78% of revenue
  - Grants and fare revenue limited growth in short term

- Long-term projections
  Sales tax growth of 3.75%
  Total revenue growth 3.2%
  - Total operating and capital expense growth constrained to 3.2%

FY2021 Operating Revenue
$321.0 Million

- Sales Tax, $251.7m, 78%
- Grants, $43.2m, 13%
- Fares, $15.0m, 5%
- Freight Railroac, $5.6m, 2%
- Other, $5.6m, 2%
Sales Tax History

Historical Trend (in millions)

- Sales Tax Receipts
- Percentage Increase/Decrease

- Receipts
- % Increase/Decrease


Values: $115, $122, $136, $150, $156, $140, $142, $151, $165, $179, $194, $210, $221, $229, $244, $262, $259, $252
Fare Revenue

• Low fare structure compared to peer agencies
  – 2nd lowest local fare of 22 peers
  – Lowest for day, weekly and monthly passes
  – Fare recovery 9.5% FY2019

• Fare increases
  – Inflationary increases in Long-Range Financial Plan

• American Bus Benchmarking Group
  – Consortium of mid-sized North American bus agencies
  – Established in 2011 to benchmark performance and share best practices

Source: American Bus Benchmarking Group (ABBG)
Operating Expenses

• Major expense categories:
  – Purchased transportation
    Hours x Contractor Rate + Fixed Fee
    • New bus service contract
  – Wages
    FTE x Rate
  – Benefits
    Health and pension increases
  – Services
    Project Connect expenses to ATP
    Control spending
Service Levels

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Proposed Capital Plan – 10 Years

FY2021-2030 by Project Category ($m)

- Vehicles: $270.6
- Information Technology: $6.0
- Facilities: $5.9
- Commuter Rail: $63.4
- Project Connect: $22.6
- Property and Asset Mgmt: $46.2
- Contingency: $43.5
- Freight Railroad: $25.0
- Security: $574.9 Million

FY2021-2030 by Project Type ($m)

- Enhancement: $386.2
- State of Good Repair: $188.7

$574.9 Million
## Major Capital Projects

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<thead>
<tr>
<th>Next 10 Years</th>
<th>11-20 Years</th>
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<td><strong>Bus replacements $244m</strong></td>
<td><strong>Bus replacements $395m</strong></td>
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<td><strong>Technology $92m</strong></td>
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<td><strong>North ops facility improvements $30m</strong></td>
<td><strong>Rail fleet replacement $48m</strong></td>
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<tr>
<td><strong>Facility state of good repair $23m</strong></td>
<td><strong>North ops facility improvements $28m</strong></td>
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<td><strong>Paratransit vehicle replacements $20m</strong></td>
<td><strong>Paratransit vehicle replacements $20m</strong></td>
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<tr>
<td><strong>Bus stops and transit centers $11m</strong></td>
<td><strong>Facility state of good repair $16m</strong></td>
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<td><strong>Downtown station $11m</strong></td>
<td><strong>Bus stops $6m</strong></td>
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<td></td>
<td><strong>Signal systems replacements $5m</strong></td>
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Project Connect Commitments in LRFP

Project Connect and ATP Commitments

Fiscal Year

$0 $10 $20 $30 $40 $50 $60 $70 $80

2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030

Millions

Operating Expenses  Capital Projects  Commitments to ATP
Long-Range Financial Plan Model Scenarios

FY2021 Budget & 5-Year CIP

- Long-Range Financial Plan
- Scenario 1: Slower Recovery
- Scenario 2: Faster Recovery
Long-Range Financial Plan

- “Most Likely” sales tax scenario
- Contractual rates and agreements
- Minor service hours increases
- FY2021 Budget and 5-year CIP included

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<th>Assumptions</th>
<th>Year 1-5</th>
<th>FY21-25</th>
<th>Year 6-10</th>
<th>FY26-30</th>
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<tr>
<td>Sales tax growth</td>
<td>-1.1% FY21, -2.7% FY21, 8.3% FY22, 5.5% FY23</td>
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<td>3.75%</td>
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<tr>
<td>Service hours</td>
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<tr>
<td>Contractor rates</td>
<td>Per contract then 3%</td>
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<tr>
<td>MetroAccess</td>
<td>-5% hours FY21 then 2.75%; Per contract then 3%</td>
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<tr>
<td>Fuel rates</td>
<td>-11% FY21 then 2%</td>
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<tr>
<td>FTE growth</td>
<td>0% FY21 then 0.75%</td>
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<td></td>
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<tr>
<td>Wage growth</td>
<td>0% FY21 then 3%</td>
<td></td>
<td>3%</td>
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<tr>
<td>Other expenses</td>
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<td>2%</td>
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</table>
Proposed Long-Range Financial Plan – 10 Years

Total Revenues and Total Expenses

- Expenses
- Commitments to ATP/Project Connect
- Capital Projects (Net of Grant Revenue)
- Revenues (Excluding Capital Grants)
## Proposed Plan – Financials

### Dollars in Millions

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
<th>Intermediate-Term Forecast</th>
<th>Long-Term Forecast</th>
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<td>FY2021</td>
<td>FY2022</td>
<td>FY2023</td>
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<td><strong>Cash &amp; Investments Beginning Balance</strong></td>
<td>282</td>
<td>185</td>
<td>168</td>
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<tr>
<td><strong>Revenues (excluding Capital Grant Revenue)</strong></td>
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<td>339</td>
<td>353</td>
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<tr>
<td>Operating Expenses</td>
<td>(278)</td>
<td>(291)</td>
<td>(300)</td>
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<tr>
<td>Interlocal Agreements</td>
<td>(6)</td>
<td>(3)</td>
<td>(1)</td>
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<tr>
<td>Loan Principal Payments</td>
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<tr>
<td><strong>Cash Flow Available for CIP</strong></td>
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<tr>
<td>Capital Grant Revenue</td>
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<td>22</td>
<td>6</td>
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<tr>
<td>Capital - Self Funded</td>
<td>(96)</td>
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<td>(60)</td>
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<tr>
<td>Commitment to Austin Transit Partnership</td>
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<tr>
<td><strong>Annual Cash Flow</strong></td>
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<tr>
<td><strong>Cash &amp; Investments Ending Balance</strong></td>
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<td>77</td>
<td>78</td>
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<tr>
<td><strong>Cash Balance/(Shortage)</strong></td>
<td>109</td>
<td>91</td>
<td>62</td>
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</table>

Align spending with current sales tax decline
Ramp up after higher sustained sales tax growth
Long-Range Financial Plan – Slower Recovery

- “Slower Recovery” sales tax scenario
- Contractual rates and agreements
- Minor service hours increases
- FY2021 Budget and 5-year CIP included

<table>
<thead>
<tr>
<th>Assumptions</th>
<th>Year 1-5</th>
<th>FY21-25</th>
<th>Year 6-10</th>
<th>FY26-30</th>
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<tr>
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<tr>
<td>Sales tax growth</td>
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<td>No increases</td>
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<tr>
<td><strong>Expenses</strong></td>
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<tr>
<td>Service hours</td>
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Slower Recovery Long-Range Financial Plan

Total Revenues and Total Expenses

Fiscal Year
2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030

Expenses
Capital Projects (Net of Grant Revenue)
Commitments to ATP/Project Connect
Revenues (Excluding Capital Grants)
### Slower Recovery – Financials

**Budget**

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<td>93</td>
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<td>(17)</td>
<td>(20)</td>
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**Intermediate-Term Forecast**

**Long-Term Forecast**

Reserves can cover short-term shortfall
Will need to cut recurring costs to align with revenues
Long-Range Financial Plan – Faster Recovery

- “Faster Recovery” sales tax scenario
- Contractual rates and agreements
- Minor service hours increases
- FY2021 Budget and 5-year CIP included

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<td></td>
<td></td>
<td>-5% hours FY21 then 2.75%; Per contract then 3%</td>
<td></td>
</tr>
<tr>
<td>Fuel rates</td>
<td></td>
<td></td>
<td>-11% FY21 then 2%</td>
<td></td>
</tr>
<tr>
<td>FTE growth</td>
<td></td>
<td></td>
<td>0% FY21 then 0.75%</td>
<td></td>
</tr>
<tr>
<td>Wage growth</td>
<td></td>
<td></td>
<td>0% FY21 then 3%</td>
<td>3%</td>
</tr>
<tr>
<td>Other expenses</td>
<td></td>
<td></td>
<td></td>
<td>2%</td>
</tr>
</tbody>
</table>
Faster Recovery Long Range Financial Plan

**Total Revenues and Total Expenses**

- **Expenses**
- **Capital Projects (Net of Grant Revenue)**
- **Commitments to ATP/Project Connect**
- **Revenues (Excluding Capital Grants)**

![Graph showing total revenues and total expenses over fiscal years 2018 to 2030.](image)
Faster Recovery – Financials

**Budget** | **Intermediate-Term Forecast** | **Long-Term Forecast**
---|---|---
FY2021 | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030
---|---|---|---|---|---|---|---|---|---
Cash & Investments Beginning Balance | 282 | 197 | 185 | 159 | 168 | 197 | 167 | 166 | 172 | 187
---|---|---|---|---|---|---|---|---|---|---
Revenues (excluding Capital Grant Revenue) | 334 | 344 | 355 | 366 | 379 | 392 | 406 | 420 | 435 | 450
Operating Expenses | (278) | (291) | (300) | (308) | (316) | (328) | (337) | (349) | (360) | (370)
Interlocal Agreements | (6) | (3) | (1) | (1) | (1) | (1) | (1) | (1) | (1) | (1)
Loan Principal Payments | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0
Cash Flow Available for CIP | 50 | 49 | 54 | 57 | 61 | 63 | 68 | 70 | 74 | 79
Capital Projects | (106) | (84) | (66) | (33) | (18) | (77) | (46) | (40) | (34) | (85)
Capital Grant Revenue | 11 | 22 | 6 | 6 | 6 | 6 | 6 | 6 | 7 | 7
Capital - Self Funded | (96) | (61) | (60) | (27) | (12) | (71) | (39) | (33) | (27) | (78)
Commitment to Austin Transit Partnership | (39) | 0 | (20) | (21) | (21) | (22) | (30) | (31) | (32) | (33)
Annual Cash Flow | (84) | (12) | (27) | 10 | 28 | (30) | (1) | 6 | 15 | (32)
---|---|---|---|---|---|---|---|---|---|---
Cash & Investments Ending Balance | 197 | 185 | 159 | 168 | 197 | 167 | 166 | 172 | 187 | 155
---|---|---|---|---|---|---|---|---|---|---
Commitments & Reserve Requirements | 75 | 77 | 78 | 80 | 82 | 84 | 86 | 89 | 92 | 95
---|---|---|---|---|---|---|---|---|---|---
Cash Balance/(Shortage) | 122 | 109 | 81 | 89 | 115 | 83 | 80 | 83 | 95 | 60

Increased revenues can potentially fund $60M over 10 years for service expansion and/or infrastructure.
THANK YOU!

SUMMARY

ATTACHMENT: LRFP Board Committee Presentation - September 2020 (4674 : Long Range Financial Plan)
Changes in Long-Range Financial Plan

- Sales tax decline in FY2020 and gradual recovery through FY2021
- CARES Act funding of $101.9 million
- FY2021 Budget goal to stay flat to FY2020 Budget
- Contributions to Austin Transit Partnership
- Bus purchased transportation combined contract
Risks to Long-Range Financial Plan

- COVID-19 uncertainty, duration and impact
- Slow recovery in sales tax growth
- Significant recession
- Changes to Federal grant funding programs
- Unforeseen regulatory or capital needs
- Future contracted rates with service providers
- Compensation and benefit plan increases
- Unforeseen technological changes
Conclusions and Recommendations

- Continue to monitor and quickly respond to pandemic and related economic developments
- Revenue uncertainty
- Align costs with revenue growth
- Capital vs. Operating costs
- Maintain >$46 million in annual cash flow for FTA required State of Good Repair
THANK YOU!