



**Agenda - Final**  
**Capital Metropolitan**  
**Transportation Authority**  
**Operations, Planning and Safety**  
**Committee**

2910 East 5th Street  
Austin, TX 78702

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**Monday, March 18, 2024**

**12:30 PM**

**Rosa Parks Boardroom**

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This meeting will be livestreamed at [capmetrotx.legistar.com](https://capmetrotx.legistar.com)

**I. Call to Order**

**II. Public Comment**

**III. Action Items:**

1. Approval of minutes from the February 14, 2024 Operations, Planning and Safety Committee meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to implement the Summer 2024 Service Changes.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with M.A. Smith Contracting Company, Inc. for construction of the Expo Center Park and Ride for \$17,318,834, plus \$3,463,767 representing 20% contingency for a total amount not to exceed \$20,782,602.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute two lease amendments with 3423 Holdings LLC and 3423 Circle S, LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745 for up to four, three-month terms for a total amount not to exceed of \$212,072.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute the grant of an electric utility easement to the City of Austin on CapMetro-owned property located at 2910 and 3100 E. 5th Street, Austin, Texas 78702, for the purpose of placing, constructing, reconstructing, installing, operating, repairing, maintaining, inspecting, replacing, upgrading or removing electric distribution and electric telecommunications lines and systems to serve the battery electric buses charging infrastructure as set forth in the easement, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the facilities/improvements.

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies, Inc. for maintenance and repair services by an Embedded Technician - Physical Security Technology for facility camera and access control systems for an amount not to exceed \$490,960.
7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with AT&T Wireless for Telecommunication Services for five (5) years in an amount of \$1,250,000, plus \$400,000 in contingency, for a total not to exceed amount of \$1,650,000.
8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Hatch Associates Consultants, Inc. for rail operations consulting and technical support services for a three (3) year base period with up to five (5) option periods for a twelve (12) month duration in a total amount not to exceed \$6,573,004.
9. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an agreement with Railroad Partners, Inc (RPI) for usage of 27 miles of track on the west end of the Llano line for a period through December 31, 2029.

#### **IV. Presentation:**

1. Monthly Operations Update

#### **V. Items for Future Discussion**

#### **VI. 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](mailto:ed.easton@capmetro.org) if you need more information.*

*Committee Members: Eric Stratton, Chair; Jeffrey Travillion, Paige Ellis and Chito Vela.*

*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.*



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Operations, Planning and Safety Committee **Item #:** AI-2024-1101

**Agenda Date:** 3/18/2024

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Approval of minutes from the February 14, 2024 Operations, Planning and Safety Committee meeting.

**Minutes**  
**Capital Metropolitan**  
**Transportation Authority**  
**Operations, Planning and Safety**  
**Committee**

2910 East 5th Street  
Austin, TX 78702

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**Wednesday, February 14, 2024**

**1:00 PM**

**Rosa Parks Boardroom**

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**I. Call to Order**

1:01 p.m. Meeting Called to Order

|                |  |
|----------------|--|
| <b>Present</b> | Eric Stratton, Chito Vela, and Paige Ellis |
| <b>Absent</b>  | Jeffrey Travillion                         |

**II. Public Comment**

Zenobia Joseph provided public comment.

**III. Action Items**

1. Approval of minutes from the January 17, 2024 Operations, Planning and Safety Committee meeting.

A motion was made by Vela, seconded by Ellis, that this Minutes be adopted. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Trapeze Software Group, Inc. for migration to a cloud hosted system and upgrade to the latest version of Trapeze software consisting of one (1) base year and two (2) option years in an amount not to exceed \$2,038,311 and a 20% contingency for a total not to exceed \$2,445,973.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with EAN Holdings, LLC dba Commute with Enterprise for vanpool services for a thirty-one (31) month base period with two one-year option periods for a total amount not to exceed \$67,492,373, which includes a 5% contingency.

A motion was made by Vela, seconded by Ellis, that this Resolution be recommended for the action item agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

4. Approval of a resolution authorizing the President & CEO, or her designee, to execute an emergency purchase order to MV Transportation, Inc. for a fleet of forty-three (43) support vehicles and five (5) yard carts in a total amount not to exceed \$820,041.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Howard Lane Auto & Bodyshop for services of Non-Revenue Vehicle (NRV) Body Repair and Transit Bus Panel Painting for a one-year base period, with three (3) one-year option periods, in a total amount not to exceed \$563,400.

A motion was made by Vela, seconded by Ellis, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with ATX-VIP Towing for towing services over the course of one year, in an amount not to exceed \$648,325.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with CDW Government, LLC to acquire workstation technology, for a term of six (6) months from notice to proceed, in an amount not to exceed \$549,160.

A motion was made by Vela, seconded by Ellis, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with World Wide Technology to acquire network infrastructure technology, for a term of six (6) months from notice to proceed, in an amount not to exceed \$420,460.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

9. Approval of a resolution authorizing the President & CEO, or her designee, to modify a contract with AT&T for telecommunication services, for the remaining contract term ending March 31, 2026, in a new amount not to exceed \$1,525,108.

A motion was made by Vela, seconded by Ellis, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

10. Approval of a resolution authorizing the President & CEO, or her designee, to modify a contract with AT&T Wireless for telecommunication services, for the remaining term of the contract ending March 31, 2024, in a new amount not to exceed \$301,400.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

11. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a donation agreement with Mr. John Gibbs, dba Durango Doors, for his contribution in the amount of \$4,465 to upgrade approximately 465 feet of rail right-of-way fencing adjacent to his property located at 2300 Rutland Drive, Austin, Texas.

A motion was made by Vela, seconded by Ellis, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

12. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Competitive Creations LLC, dba Brand Besties for special event support for a base period of one (1) year with four (4) 1-year options, in a total amount not to exceed \$1,199,313.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 2/26/2024. The motion carried by the following vote:

**Aye:** Stratton, Vela, and Ellis

#### **IV. Presentations**

1. Austin Light Rail Update
2. Monthly Operations Update

#### **V. Items for Future Discussion**

#### **VI. Adjournment**

2:45 p.m. Meeting Adjourned

#### **ADA Compliance**

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*Committee Members: Eric Stratton, Chair; Jeffrey Travillion, Paige Ellis and Chito Vela.*

*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.*

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Operations, Planning and Safety Committee **Item #:** AI-2024-1064

**Agenda Date:** 3/18/2024

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to implement the Summer 2024 Service Changes.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Operating Budget.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input type="checkbox"/> 2. Community                    |
| <input type="checkbox"/> 3. Workforce           | <input type="checkbox"/> 4. Organizational Effectiveness |

**Strategic Objectives:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> 1.1 Safe & Reliable Service  | <input checked="" type="checkbox"/> 1.2 High Quality Customer Experience | <input type="checkbox"/> 1.3 Accessible System               |
| <input type="checkbox"/> 2.1 Support Sustainable Regional Growth <input type="checkbox"/> 2.2 Become a Carbon Neutral Agency                                       |  |  |
| <input type="checkbox"/> 2.3 Responsive to Community and Customer Needs <input type="checkbox"/> 2.4 Regional Leader in Transit Planning                           |  |  |
| <input type="checkbox"/> 3.1 Diversity of Staff  | <input type="checkbox"/> 3.2 Employer of Choice                          | <input type="checkbox"/> 3.3 Expand Highly Skilled Workforce |
| <input type="checkbox"/> 4.1 Fiscally Responsible and Transparent <input type="checkbox"/> 4.2 Culture of Safety <input type="checkbox"/> 4.3 State of Good Repair |  |  |

**EXPLANATION OF STRATEGIC ALIGNMENT:** Service changes are in accordance with CapMetro's Service Standards and Guidelines (June 2023). These changes are designed to meet Initiative 10: Bus Service Improvements in CapMetro's Strategic Plan: 10.1 Conduct ongoing service planning to improve reliability and service quality.

**BUSINESS CASE:** Service changes provide CapMetro an opportunity to adjust its services to meet the needs of customers and efficiently use our resources. Service changes occur up to three times a year typically in January, Summer, and August to coincide with local school and university calendars.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on March 18, 2024.



EXECUTIVE SUMMARY: The following is a high-level summary of the recommended service changes for Summer 2024:

- **School Trip Adjustments** - Select trips on bus routes will return to summer service levels. To improve service to overall customers and operations, select school trips that have low performance are permanently eliminated.
- **UT Service Adjustments** - Typical transition to summer service levels will occur on UT Shuttle routes.
- **Minor Bus Schedule Adjustments** - To improve on-time performance, select routes will receive minor adjustments to their schedules. This does not impact routes or stop locations.
- **Minor Rail Schedule Adjustments** - Rail on weekdays and/or Saturdays has received minor schedule adjustments to ensure more efficient and reliable service.
- **Pickup** - No Pickup zone changes are recommended at this time. However, the Summer 2024 Service Change presentation includes the biannual Pickup zone scores as part of the ongoing effort to evaluate and report Pickup performance.

The Summer 2024 service change process included a public involvement plan to notify key stakeholders and communities at-large and solicited input from potentially impacted people. Community engagement kicked off on February 12, 2024. Input was also solicited from advisory committees and impacted schools, among others. As part of our commitment to public involvement, the community had an additional opportunity to comment on the proposed service change during a scheduled public hearing on March 18, 2024, before the board considers acting on this item at the March Board Meeting. Engagement efforts have been summarized, and community feedback has been reviewed prior to bringing the recommended service change to the board for approval on March 25, 2024.

This service change includes minor adjustments proposed for the system. Although a Title VI analysis is not required for this service change, understanding, and balancing our customers' needs with our operational resources is how we conduct our service change process. Equity is consistently considered in this process to ensure we are meeting our community's needs. The recommended changes are in accordance with CapMetro's proposed FY 2024 budget. If approved, the changes would be implemented on Sunday, May 26, 2024.

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**

**AI-2024-1064**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management desire to efficiently distribute limited resources to provide reliable service for our customers; and

WHEREAS, CapMetro identified a need to evaluate all school trips as part of our ongoing commitment to best serve the community; and

WHEREAS, matching service with demand improves service to overall customers; and

WHEREAS, the proposed changes do not meet the major service change threshold set forth in CapMetro's Title VI Policy, and thus service equity analyses were not conducted, as required by the Federal Transit Administration's Title VI Circular 4702.1B

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to implement Summer 2024 Service Changes described in the attached document beginning Sunday, May 26, 2024.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



# Proposed Summer 2024 Service Change

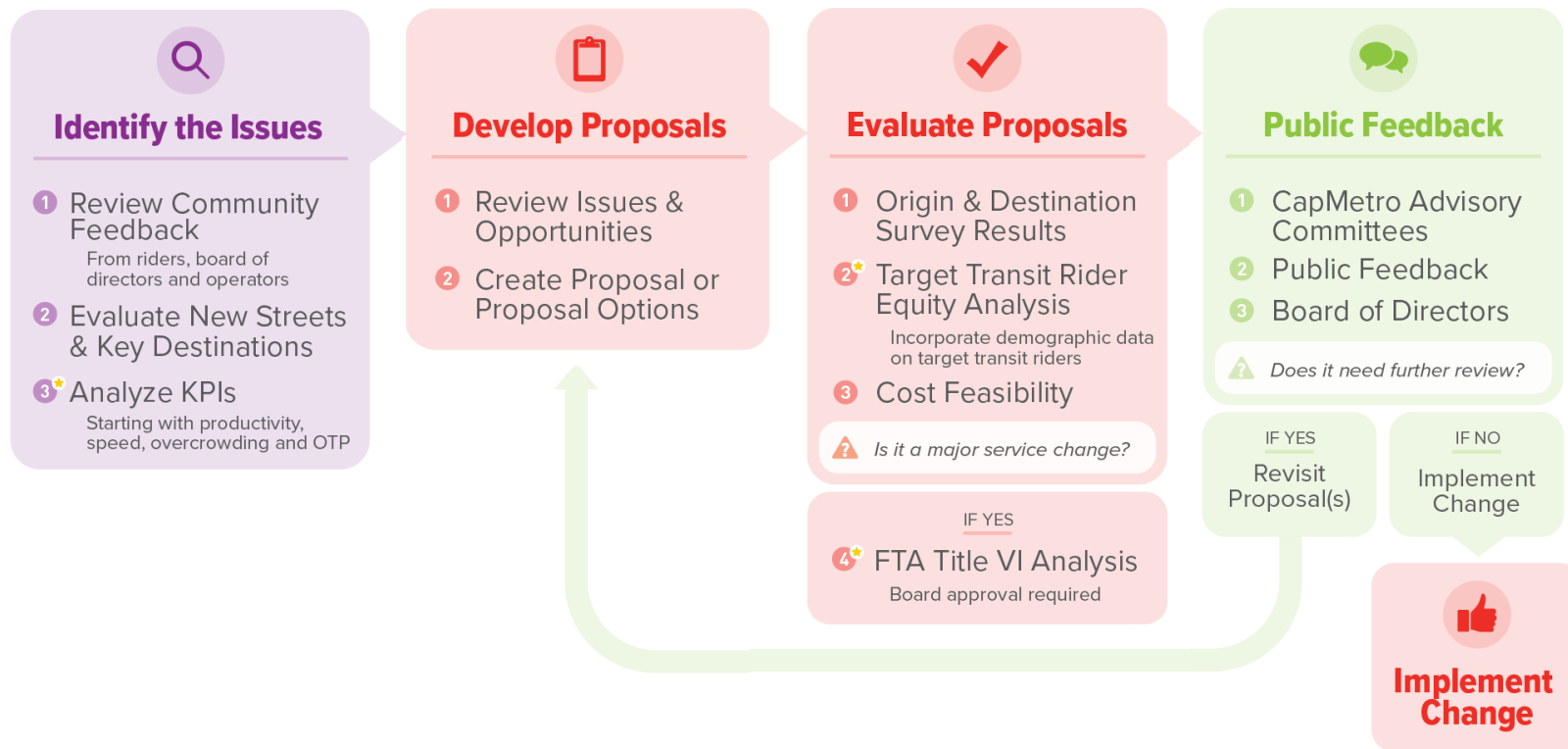
March 18, 2024

# Today's Presentation

- Proposed Summer Service Changes
  - Step 1: Identify Challenges and Opportunities
  - Step 2: Develop Proposals and Evaluate Proposals
  - Step 3: Engage Community and Board Approval
- Looking Forward
  - Pickup Performance



# How is a service change proposal developed?



# Resource Availability

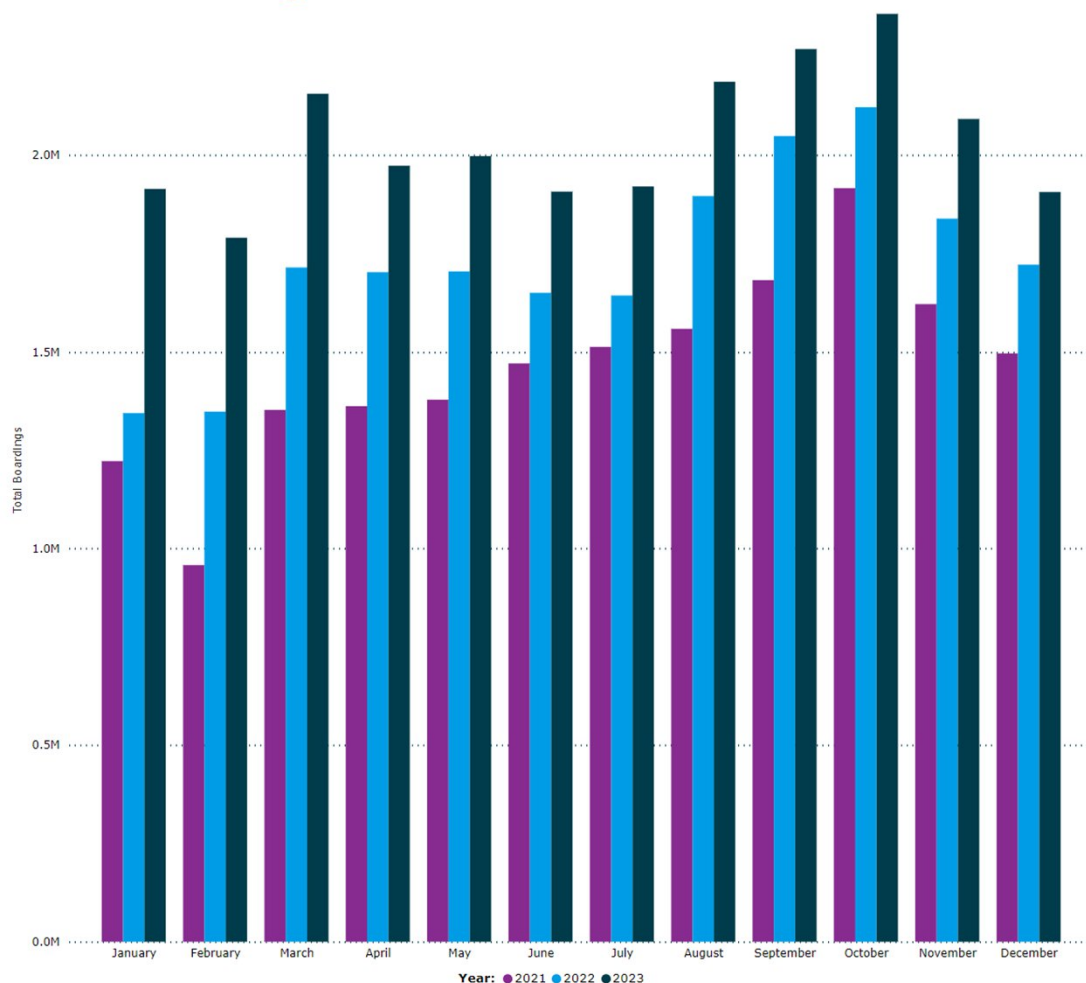
- Continuing Challenges:

- Operator Shortage
- Vehicle Shortage



'New Year, New Career' Job Fair at 2910'

# Ridership Growth



+18.0%

Overall Percent  
Change in Ridership  
from 2022 to 2023

24.5 M

Overall Ridership in  
2023



# Proposed Service Changes – Summer 2024



## •School Trip Adjustments

- Select trips on mainline routes will return to summer service levels.
- Select school trips that have duplicative service or low performance would be eliminated.

## UT Service Adjustments

Typical transition to summer service levels will occur on UT Shuttle routes.

## Minor Bus and Rail Schedule Adjustments

To improve on-time performance and ensure more efficient and reliable service, select routes may receive minor adjustments to their schedules.

## Pickup

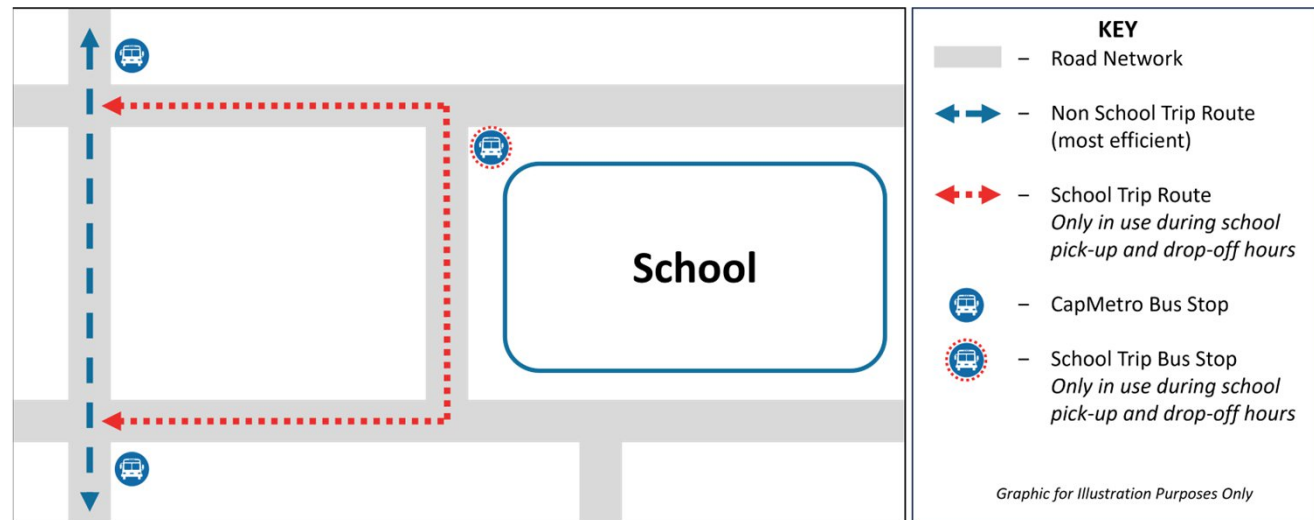
No Pickup zone changes are proposed at this time. However, the Summer 2024 Service Change presentation will include the biannual Pickup zone scores as part of the ongoing effort to evaluate and report Pickup performance.



# Changing Travel Patterns



- Lack of returning ridership on specific parts of the system
- Evaluated all CapMetro School Trips, short segments of an overall route that travel to schools only during school start and end times.



# Proposed School Tripper Changes



## Route 217

Service to  
**Allison  
Elementary**



**1**

## Route 315

Service to  
**Small Middle  
School**



**0**

## Route 333

Service to  
**Perez Elementary**



**0**

## Route 337

AM Service to  
**LBJ High School**



**0**

PM Service to  
**LBJ High School**



**1**

### KEY



Proposed elimination of school trip(s). Stop remains in service for other routes.



Proposed elimination of school trip(s) and stop closure.



School trip in schedule to return in the fall



Duplicative service



Fall 2023 average daily ridership

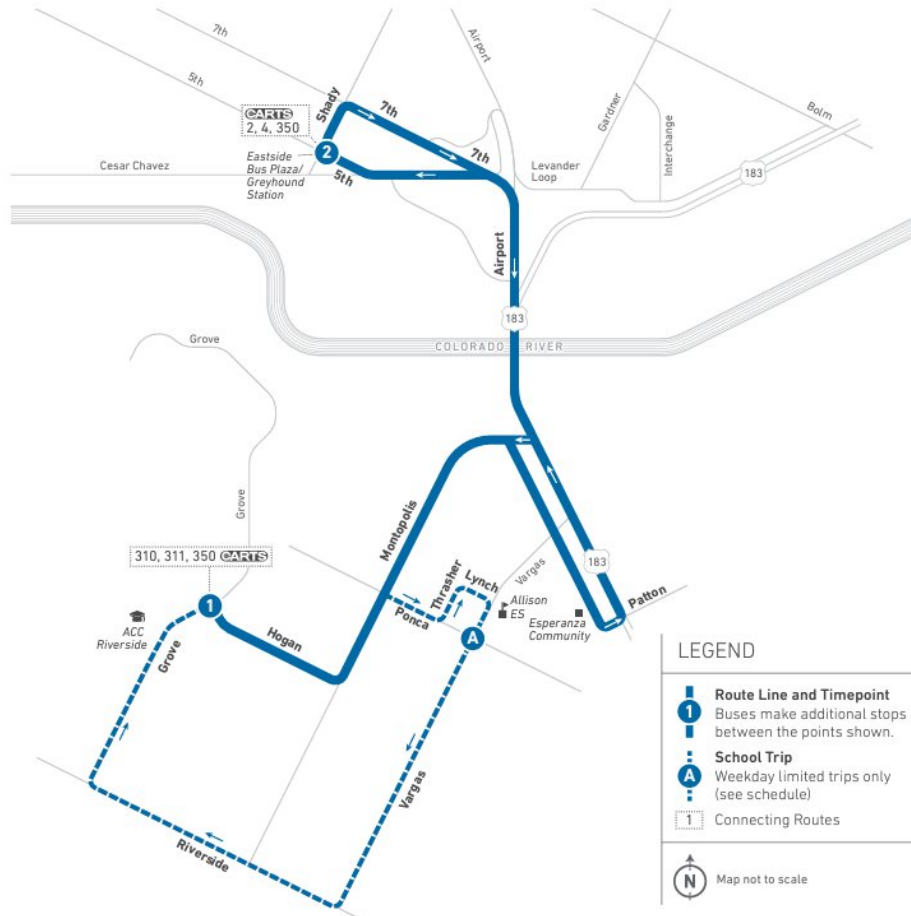
# Route 217 to Allison Elementary

## Route 217

Service to  
Allison  
Elementary

✕ Stop # 944  
Vargas/Ponca

1



P.M. TIMES ARE IN **BOLD** / LOS HORARIOS PM SE INDICAN EN **LETRAS OSCURAS**

SCHOOL TRIP / VIAJE DE ESTUDIOS

### 217 WEEKDAYS/NORTHBOUND

### 217 WEEKDAYS/SOUTHBOUND

| Home/<br>Community | Eastside Bus<br>Plaza | To Route/Garage | Eastside Bus<br>Plaza | Allison<br>Elementary | ACC Riverside | To Route/Garage |
|--------------------|-----------------------|-----------------|-----------------------|-----------------------|---------------|-----------------|
| 1                  | 2                     |                 | 2                     | A                     | 1             |                 |
| 4:47               | 5:00                  |                 | 5:05                  | —                     | 5:15          |                 |
| 5:17               | 5:30                  |                 | 5:35                  | —                     | 5:45          |                 |
| 5:47               | 6:00                  |                 | 6:05                  | —                     | 6:15          |                 |
| 6:17               | 6:30                  |                 | 6:35                  | —                     | 6:45          |                 |
| 6:47               | 7:00                  |                 | 7:05                  | —                     | 7:15          |                 |
| 7:17               | 7:30                  |                 | 7:35                  | —                     | 7:45          |                 |
| 7:47               | 8:00                  |                 | 8:05                  | —                     | 8:15          |                 |
| 8:17               | 8:30                  |                 | 8:35                  | —                     | 8:45          |                 |
| 8:47               | 9:00                  |                 | 9:05                  | —                     | 9:15          |                 |
| 9:17               | 9:30                  |                 | 9:35                  | —                     | 9:45          |                 |
| 9:47               | 10:00                 |                 | 10:05                 | —                     | 10:15         |                 |
| 10:17              | 10:30                 |                 | 10:35                 | —                     | 10:45         |                 |
| 10:47              | 11:00                 |                 | 11:05                 | —                     | 11:15         |                 |
| 11:17              | 11:30                 |                 | 11:35                 | —                     | 11:45         |                 |
| 11:47              | 12:00                 |                 | 12:05                 | —                     | 12:15         |                 |
| <b>12:17</b>       | <b>12:30</b>          |                 | <b>12:35</b>          | —                     | <b>12:45</b>  |                 |
| 12:47              | 1:00                  |                 | 1:05                  | —                     | 1:15          |                 |
| 1:17               | 1:30                  |                 | 1:35                  | —                     | 1:45          |                 |
| 1:47               | 2:00                  |                 | 2:05                  | —                     | 2:17          |                 |
| 2:19               | 2:32                  |                 | 2:35                  | —                     | 2:47          |                 |
| 2:49               | 3:02                  |                 | <b>3:10</b>           | <b>3:16</b>           | <b>3:26</b>   |                 |
| 3:28               | 3:41                  |                 | 3:45                  | —                     | 3:57          |                 |
| 3:59               | 4:12                  |                 | 4:15                  | —                     | 4:27          |                 |
| 4:29               | 4:42                  |                 | 4:45                  | —                     | 4:57          |                 |
| 4:59               | 5:12                  |                 | 5:15                  | —                     | 5:27          |                 |
| 5:29               | 5:42                  |                 | 5:45                  | —                     | 5:57          |                 |
| 5:59               | 6:12                  |                 | 6:15                  | —                     | 6:27          |                 |
| 6:29               | 6:42                  |                 | 6:45                  | —                     | 6:57          |                 |
| 6:59               | 7:12                  |                 | 7:15                  | —                     | 7:27          |                 |
| 7:29               | 7:42                  |                 | 7:45                  | —                     | 7:57          |                 |
| <b>7:50</b>        | <b>8:12</b>           |                 | <b>8:15</b>           | —                     | <b>8:25</b>   |                 |

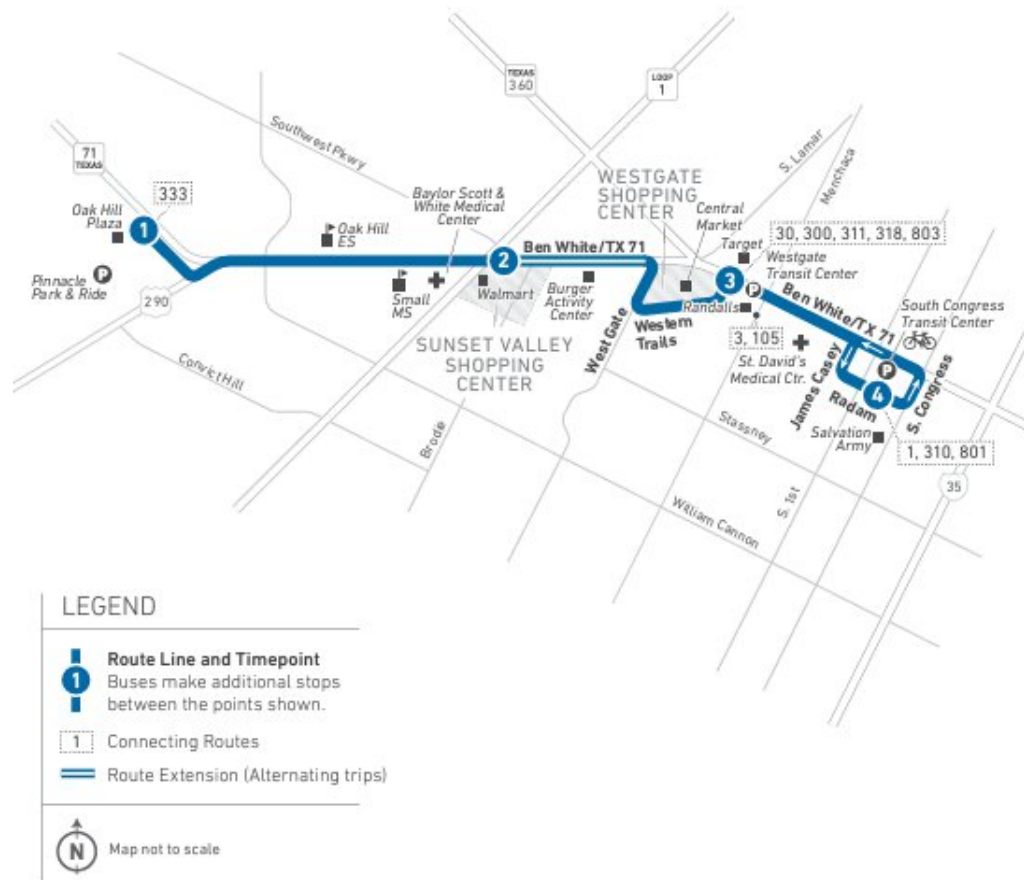
# Route 315 Extra Trip for Small Middle School

## Route 315

Service to Small Middle School

⚠ Stop # 6317  
290 HWY/  
Monterey Oaks

0



Route does not deviate to serve Small MS

PM: TIMES ARE IN **BOLD** / LOS HORARIOS PM SE INDICAN EN **LETRAS OSCURAS** SCHOOL TRIP / VIAJE DE ESTUDIOS

| 315 WEEKDAYS/EASTBOUND |            |                          |                               |                       | 315 WEEKDAYS/WESTBOUND   |                          |            |                |                |
|------------------------|------------|--------------------------|-------------------------------|-----------------------|--------------------------|--------------------------|------------|----------------|----------------|
| 1                      | 2          | 3                        | 4                             | 5                     | 6                        | 7                        | 8          | 9              | 10             |
| Oak Hill Plaza         | Up 290 Hwy | Westgate Shopping Center | South Congress Transit Center | South Congress (Bike) | Westgate Shopping Center | Westgate Shopping Center | Up 290 Hwy | Oak Hill Plaza | Transfer/Leave |
| 5:50                   | 6:04       | 6:14                     | 6:25                          | 6:30                  | 5:10                     | 5:20                     | 5:29       | 5:39           | 3:33           |
| 6:45                   | 7:02       | 7:12                     | 7:24                          | 7:30                  | 6:10                     | 6:20                     | 6:28       | 6:39           | 3:33           |
| 7:55                   | 8:12       | 8:22                     | 8:34                          | 8:40                  | 7:10                     | 7:21                     | 7:29       | 7:41           | 3:33           |
| 8:05                   | 8:22       | 8:32                     | 8:44                          | 8:50                  | 7:40                     | 7:51                     | 7:59       | 8:11           | 3:33           |
| 8:35                   | 8:52       | 9:02                     | 9:14                          | 9:20                  | 8:10                     | 8:21                     | 8:29       | 8:41           | 3:33           |
| 9:05                   | 9:21       | 9:31                     | 9:43                          | 9:50                  | 8:40                     | 8:51                     | 8:59       | 9:11           | 3:33           |
| 9:55                   | 10:11      | 10:21                    | 10:33                         | 10:40                 | 9:10                     | 9:21                     | 9:30       | 9:42           | 3:33           |
| 10:04                  | 10:20      | 10:30                    | 10:42                         | 10:50                 | 9:40                     | 9:51                     | 10:00      | 10:12          | 3:33           |
| 10:34                  | 10:50      | 11:00                    | 11:12                         | 11:20                 | 10:10                    | 10:21                    | 10:30      | 10:42          | 3:33           |
| 11:04                  | 11:20      | 11:30                    | 11:42                         | 11:50                 | 10:40                    | 10:51                    | 11:00      | 11:12          | 3:33           |
| 11:34                  | 11:50      | 12:00                    | 12:12                         | 12:20                 | 11:10                    | 11:21                    | 11:30      | 11:42          | 3:33           |
| 12:04                  | 12:20      | 12:30                    | 12:42                         | 12:50                 | 11:40                    | 11:51                    | 12:00      | 12:12          | 3:33           |
| 12:34                  | 12:50      | 1:00                     | 1:12                          | 1:20                  | 12:10                    | 12:21                    | 12:30      | 12:42          | 3:33           |
| 1:04                   | 1:20       | 1:30                     | 1:42                          | 1:50                  | 12:40                    | 12:51                    | 1:00       | 1:12           | 3:33           |
| 1:34                   | 1:50       | 2:00                     | 2:12                          | 2:20                  | 1:10                     | 1:21                     | 1:30       | 1:42           | 3:33           |
| 2:04                   | 2:20       | 2:30                     | 2:42                          | 2:50                  | 1:40                     | 1:51                     | 2:00       | 2:12           | 3:33           |
| 2:34                   | 2:50       | 3:00                     | 3:12                          | 3:20                  | 2:10                     | 2:21                     | 2:30       | 2:42           | 3:33           |
| 3:04                   | 3:20       | 3:30                     | 3:42                          | 3:50                  | 2:40                     | 2:51                     | 3:00       | 3:12           | 3:33           |
| 3:34                   | 3:50       | 4:00                     | 4:12                          | 4:20                  | 3:10                     | 3:21                     | 3:30       | 3:42           | 3:33           |
| 3:49                   | 4:05       | 4:15                     | 4:27                          | 4:35                  | 3:40                     | 3:53                     | 4:02       | 4:14           | 3:33           |
| 4:04                   | 4:20       | 4:30                     | 4:42                          | 4:50                  | 4:10                     | 4:23                     | 4:32       | 4:44           | 3:33           |
| 4:34                   | 4:52       | 5:02                     | 5:14                          | 5:20                  | 4:40                     | 4:53                     | 5:02       | 5:14           | 3:33           |
| 5:04                   | 5:22       | 5:32                     | 5:44                          | 5:50                  | 5:10                     | 5:23                     | 5:32       | 5:44           | 3:33           |
| 5:34                   | 5:52       | 6:02                     | 6:14                          | 6:20                  | 5:40                     | 5:53                     | 6:02       | 6:14           | 3:33           |
| 6:04                   | 6:22       | 6:32                     | 6:44                          | 6:50                  | 6:10                     | 6:23                     | 6:32       | 6:44           | 3:33           |
| 6:34                   | 6:52       | 7:02                     | 7:14                          | 7:20                  | 6:40                     | 6:53                     | 7:02       | 7:14           | 3:33           |
| 7:04                   | 7:22       | 7:32                     | 7:44                          | 7:50                  | 7:10                     | 7:23                     | 7:32       | 7:44           | 3:33           |
| 7:34                   | 7:52       | 8:02                     | 8:14                          | 8:20                  | 7:40                     | 7:53                     | 8:02       | 8:14           | 3:33           |
| 8:02                   | 8:17       | 8:27                     | 8:39                          | 8:45                  | 8:10                     | 8:22                     | 8:30       | 8:42           | 3:33           |
| 8:37                   | 8:52       | 9:02                     | 9:14                          | 9:20                  | 8:34                     | 8:46                     | 8:54       | 9:06           | 3:33           |
| 9:10                   | 9:25       | 9:35                     | 9:47                          | 9:53                  | 9:04                     | 9:16                     | 9:24       | 9:36           | 3:33           |
| 9:37                   | 9:52       | 10:02                    | 10:14                         | 10:20                 | 9:34                     | 9:46                     | 9:54       | 10:06          | 3:33           |
| 10:10                  | 10:25      | 10:35                    | 10:47                         | 10:53                 | 10:04                    | 10:16                    | 10:24      | 10:36          | 3:33           |
| 10:37                  | 10:52      | 11:02                    | 11:14                         | 11:20                 |                          |                          |            |                |                |

## LEGEND

- Route Line and Timepoint
- 1 Buses make additional stops between the points shown.
- 1 Connecting Routes
- Route Extension (Alternating trips)



# Evaluate Proposals

- Minor Service Change
- Equity Considerations
  - Analyzed demographics in school tripper areas.
  - Outreach at schools to ensure these route changes did not negatively impact people who may rely on the service.
- Title VI Service Equity Analysis Not Required for this Minor Change



## Step 3: Outreach & Public Feedback



February

- Board Memo
- Customer Satisfaction Advisory Committee
- ADAPT
- Service Change Website with Comment Box
- AISD Meetings

March

- ACCESS Committee
- On-Bus Brochure
- At-Stop Signage at Specific Stops
- Public Hearing
- Operator Notices
- MetroAlerts & Social Media
- Virtual Presentation
- Board Approval

Changes Implemented May 26, 2024

CapMetro

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# How to Give Feedback

- We want to hear from you!
- Email us at [Engage@capmetro.org](mailto:Engage@capmetro.org)
- [www.CapMetro.org/Summer2024](http://www.CapMetro.org/Summer2024)
- Public hearing on March 18, 2024





# Looking Ahead

**CapMetro**



## Pickup Performance Score

- Scoring is based on the Pickup Service Guidelines, adopted by CapMetro's Board of Directors in April 2021
- Zone performance is determined by:
  - Community Characteristics
  - Service Quality
  - Sustainability

| Community Characteristics  | Measures/KPI  | Max Points Available |
|--|---|----------------------|
|  | Population Age 65 and Over  | 5                    |
|  | Zero Car Households   | 5                    |
|  | Median Household Income   | 5                    |
|  | Households in Poverty   | 5                    |
|  | Minority Population ***   | 5                    |
|  | Essential Services (Medical, Grocery, School, Shopping, Affordable Housing) | 5                    |
|  |   | 30                   |
| Service Quality  | Measures/KPI  | Max Points Available |
|  | On Time Performance (15 min or less wait time)                              | 10                   |
|  | Square Mileage: Urban Zone  | 10*                  |
|  | Square Mileage: Suburban Zone   |                      |
|  | Ridership: Passenger per Hour   | 10                   |
|  |   | 30                   |
| Sustainability   | Measures/KPI  | Max Points Available |
|  | Cost Effectiveness  | 10                   |
|  | MetroAccess Customers Using Pickup  | 10**                 |
|  | Mobility Impaired Passengers Transported                                    |                      |
|  | Shared Rides  | 10                   |
|  |   | 30                   |
| * Measure would be either for an in-town zone or a suburban plus zone.   |   |                      |
| ** Total of 10 points split between two measures, unless a zone has no MetroAccess customers. In that case mobility impaired passengers would account for all 10 points. |   |                      |

# Pickup Zone Performance Scores

| Pickup Zone    | Performance Score |         |
|----------------|-------------------|---------|
|                | June '23          | Dec '23 |
| Northeast ATX  | 74                | 74      |
| East ATX       | 63                | 71      |
| Walnut Creek   | 68                | 70      |
| Dessau         | 56                | 59      |
| Manor          | 55                | 57      |
| Leander        | 64                | 55      |
| South Menchaca | 46                | 53      |
| Exposition     | 34                | 48      |
| Lago Vista     | 43                | 43      |
| North Oak Hill | 50                | 38      |
| Dove Springs*  | N/A               | N/A     |

- Pickup zones shall be evaluated and presented every six months in January and July
- Each zone will be classified based on its ability to meet the zone's established performance metrics
  - Meets Expectations: 60 or more points
  - Monitor: Zone score between 41 and 59
  - Does Not Meet Expectations: 40 points or less
- Exposition improved from "Does Not Meet Expectations" for the first time since the zone launched due to the increase in ridership from the Fall 2023 Community Engagement Campaign

*\* Dove Springs zone launched in January 2024 and will have a performance score once the zone has been operational for six months.*

## On Our Radar

- Assessing Red Line service schedule in Austin
- Implement Project Connect services
  - McKalla Station - 2024
  - Pleasant Valley Rapid - 2025
  - Expo Rapid – 2025



# CapMetro Transit Plan



## Systemwide Service Plan

### Public Engagement

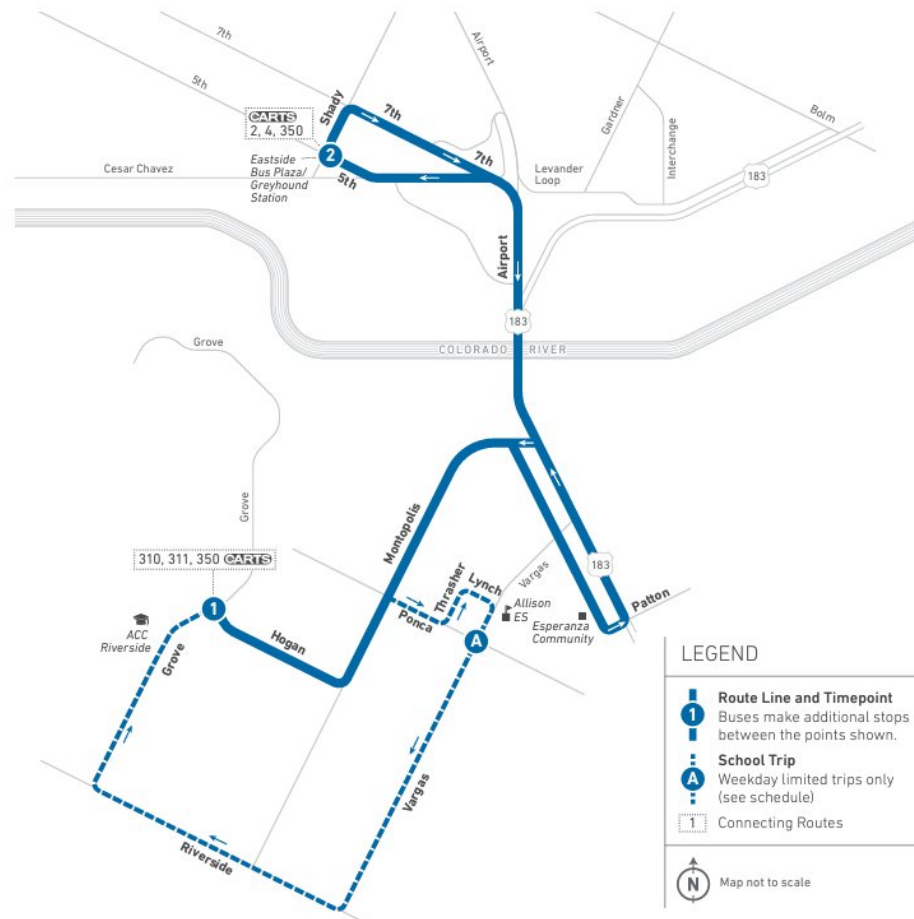
Systemwide analysis and recommendations for all CapMetro services

- Demonstrates the value of transit
- Facilitate understanding of transit service planning methods.
- Encourage active collaboration in fostering a shared awareness of community transportation needs.
- Support a co-creative environment where insights and trends converge for the betterment of our transit services.
- Set the stage for a regional transit conversation
- Conduct technical market & service analysis of Central Texas region
- Considers equity throughout the process
- Develop service recommendations
- Identify a long-term vision that coordinates all current and future services

CapMetro

Thank you!

# Route 217 to Allison Elementary

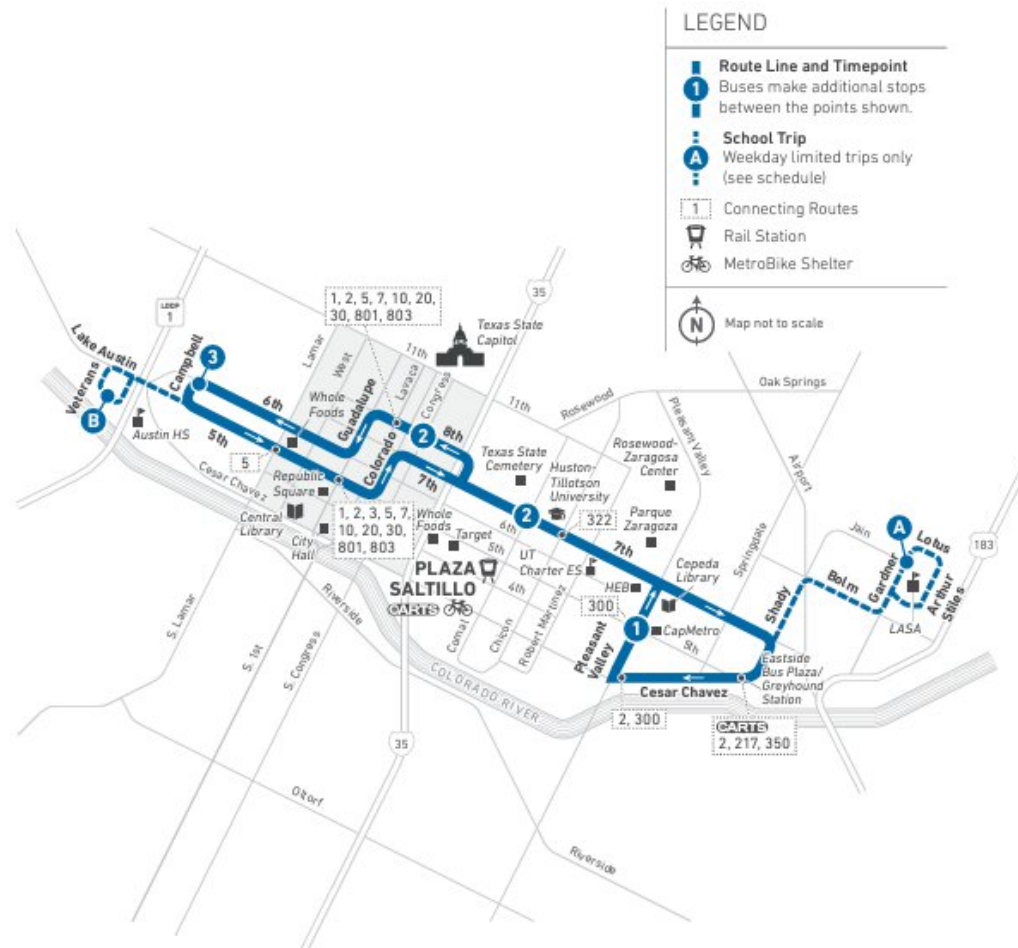




# Route 337 to LBJ High School (Afternoon)

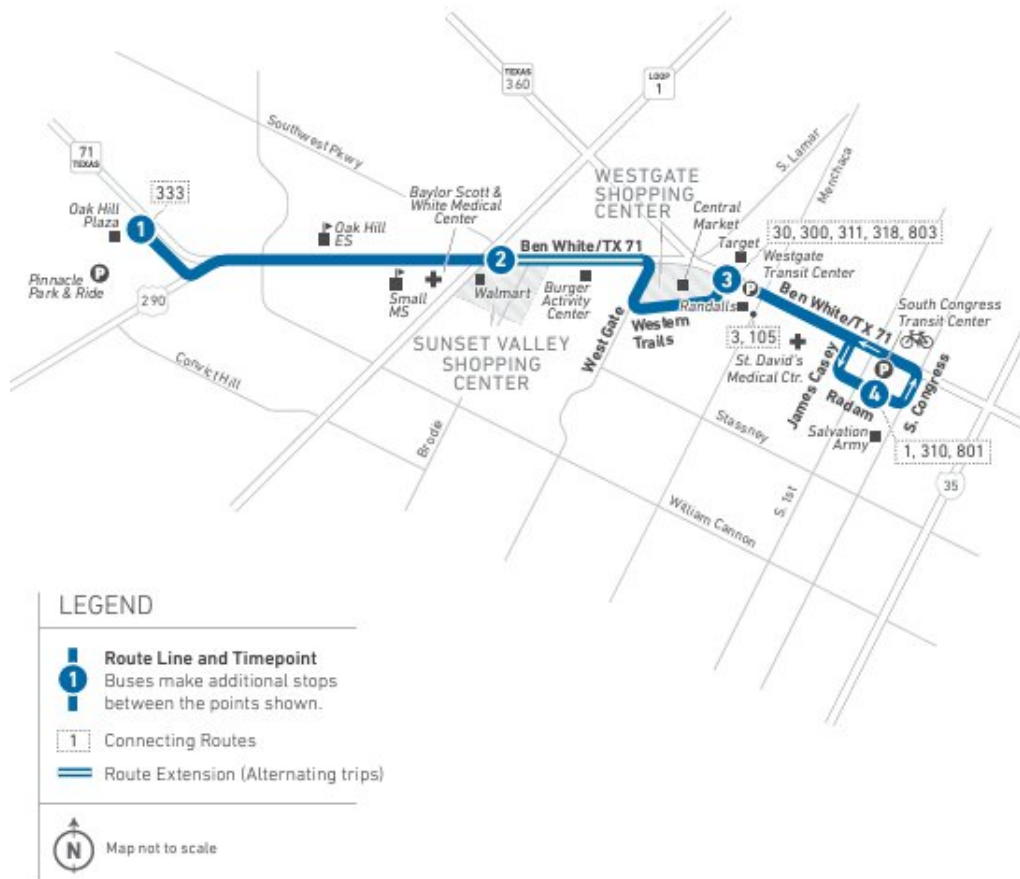


# Route 4 School Trip to LASA



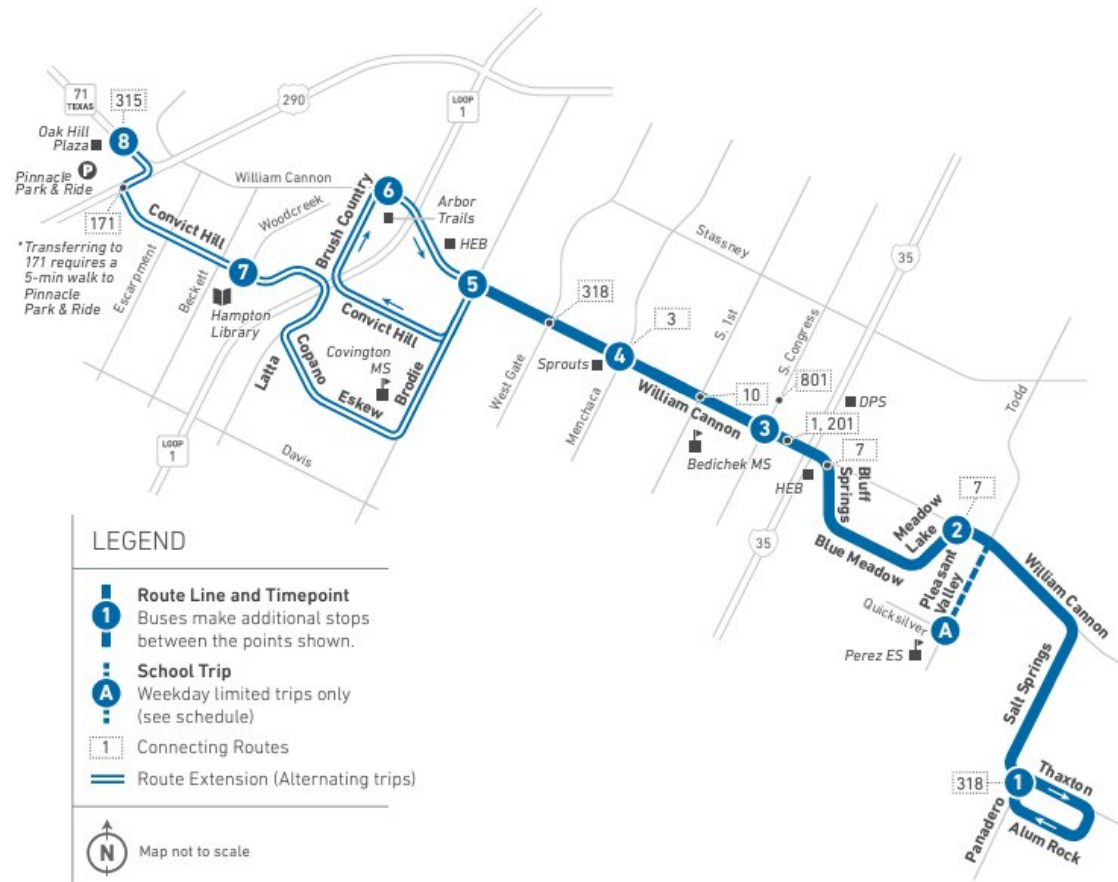


# Route 315 Extra Trip for Small Middle School



Route does not deviate to serve Small MS

# Route 333 School Trip to Perez Elementary



To: CapMetro Board of Directors  
From: Sharmila Mukherjee, EVP, Chief Strategic Planning and Development Officer  
Date: February 8, 2024  
Re: Proposed Summer 2024 Service Changes

Service changes provide CapMetro an opportunity to adjust its services to meet the needs of customers and efficiently use our resources. Service changes occur up to three times a year typically in January, June, and August to coincide with local school and university calendars.

The service change process is guided by the revised Board-approved Service Standards and Guidelines. Additional information about how service changes are developed, evaluated, approved and ultimately implemented is available on our website at [capmetro.org/servicechange](https://capmetro.org/servicechange).

### **Summary of Proposed Changes & Process**

The following is a high-level summary of the proposed service changes for Summer 2024.

- **School Trip Adjustments** – Select trips on bus routes will return to summer service levels. To improve service to overall customers and operations, select school trips that have duplicative service or low performance would be permanently eliminated.
- **UT Service Adjustments** – Typical transition to summer service levels will occur on UT Shuttle routes.
- **Minor Bus Schedule Adjustments** – To improve on-time performance, select routes may receive minor adjustments to their schedules. This does not impact routes or stop locations.
- **Minor Rail Schedule Adjustments** – Rail on weekdays and/or Saturdays may receive minor schedule adjustments to ensure more efficient and reliable service.
- **Pickup** – No Pickup zone changes are proposed at this time. However, the Summer 2024 Service Change presentation will include the biannual Pickup zone scores as part of the ongoing effort to evaluate and report Pickup performance.

The proposed Summer 2024 service change process includes a public involvement plan to notify key stakeholders and communities at-large, and solicit input from potentially impacted people. Community engagement will kick off on February 12, 2024. Input will also be solicited from advisory committees and impacted schools, among others. As part of our commitment to public involvement, the community will have an additional opportunity to participate by providing a formal comment opportunity on the proposed service change during a scheduled public hearing on March 18, 2024, before the board considers acting on this item. Engagement efforts will be summarized, and community feedback will be reviewed prior to bringing the proposed service change to the board for approval on March 25, 2024.

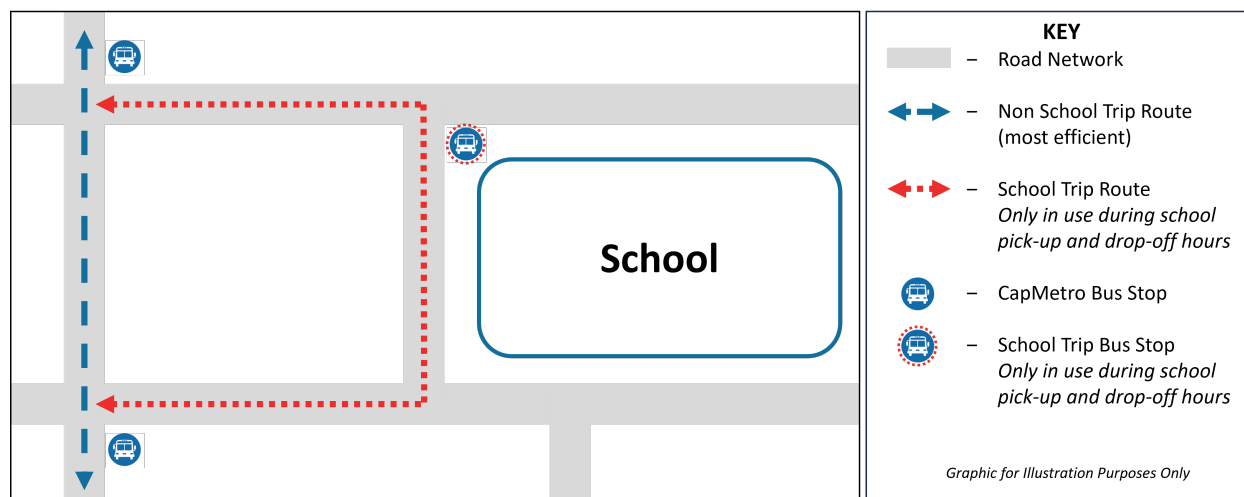
This service change includes minor adjustments proposed for the system.<sup>1</sup> Although a Title VI analysis is not required for this service change, understanding and balancing our customers' needs with our operational resources is how we conduct our service change process. Equity is consistently considered in this process to ensure we are meeting our community's needs. The proposed changes are in accordance with CapMetro's proposed FY 2024 budget. If approved, the changes would be implemented on Sunday, May 26, 2024.

## **Detailed Overview of Proposed Changes**

### **School Trip Adjustments**

As part of our ongoing commitment to best serve the community and stewarding limited resources, CapMetro identified a need to evaluate all school trips. A school trip is a segment on an overall route specifically connecting an existing route to a school in coordination with pick-up and drop-off times for students and school personnel (Figure 1). School trips are offered to increase accessibility, safety, and convenience for customers traveling to and from schools. However, if few riders use the school trip, the extended trip can result in unnecessary delays for other customers on the same route. Matching service with demand helps improve service to overall customers and operations.

Figure 1. Illustrative Example of a School Trip:



CapMetro proposes the elimination of the following select school trips due to duplicative service or low ridership. Note – elimination of the school trip is not the elimination of an overall route:

- **Route 4 (7th Street) to the Liberal Arts and Science Academy (LASA)** due to duplicative service with the East Austin Pickup zone. *No changes are proposed to Route 4's school trip to Austin High School.*

<sup>1</sup> [1] Board Policy "Title VI Major Service Change Policy OOD-103" defines a major service change as the establishment of new bus routes, a substantial geographical alteration on a given route of more than 25% of its route miles, the elimination of any bus service, or a major modification which causes a 25% or greater change in the number of daily service hours provided.

- **Route 217 (Montopolis Feeder) to the Allison Elementary School** due to extremely low ridership, averaging one customer per day at the nearby stop.
- **Route 315 (Ben White) to the Small Middle School** due to extremely low ridership, averaging zero customers per day at the nearby stop.
- **Route 333 (William Cannon) to the Perez Elementary School** due to extremely low ridership, averaging zero customers per day at the nearby stop.
- **Route 337 (Koenig/Colony Park) to LBJ Early College High School in the afternoon only** due to extremely low ridership, averaging zero customers per day at the nearby stop. *No changes are proposed to Route 337's school trip in the morning.*

### **Pickup**

Over the last several years, CapMetro staff have monitored Pickup performance for each zone and provided regular reports to the Board. CapMetro now operates eleven Pickup zones and frequently receives requests for either new zones or expanded operations within existing zones. Due to resource limitations (available funding, vehicles and operators), we are not able to meet all demands and reviewing the performance of existing zones helps determine opportunities for improvement and balance requests for changes.

In 2023, the Exposition Zone, in particular, was struggling to meet a sustainable level of service, and CapMetro staff highlighted that if performance did not improve, changes would be warranted. CapMetro launched a marketing and outreach campaign in Fall 2023 to promote the Exposition Pickup zone and increase ridership within the zone. As a result, Pickup Exposition ridership increased 27% in December over the average of the previous 11 months and Expositions overall performance ranking improved by three compared to other zones. Staff recommends keeping the current zone in place due to increased ridership and the overall Pickup Exposition zone score and continuing to monitor for sustained success.

CapMetro staff will reevaluate the performance of Pickup Exposition and all Pickup zones in July 2024 when calculating the biannual Pickup Zone scores. CapMetro staff wants to see sustained success in terms of performance, and reviewing performance every six months allows for action to occur if performance declines or improves.

### **Regional Coordination**

Collaborating with regional partners and member cities is essential to achieving our vision. Together, we address concerns, assess service effectiveness, and make collective decisions that shape a prosperous transit landscape for our region. The CapMetro Government Affairs team, in close coordination with Planning and Development staff, continues to facilitate engagement opportunities and ongoing communication with all cities within CapMetro's service area. We continue to work with each jurisdiction to understand their concerns, evaluate existing and future service, and address issues. As part of CapMetro's upcoming Service Planning process, staff will also coordinate with the Regional Planning team on communicating proposed service changes to help facilitate an exchange of information and understanding among our regional partners and address any concerns.

### **Service Plan Update**

CapMetro is about to kick off CapMetro's next 5-10-Year Transit Plan. Our previous 5-10-year plan, Connections 2025, yielded our most recent transit system re-design, Cap Remap, that increased the frequency and reliability of our services and resulted in a month-over-month, year-over-year increase

in ridership from Summer 2018 until March 2020. The upcoming service planning effort will culminate in a detailed implementation and vision plan to coordinate and implement all current and future CapMetro services in a way that aligns with community needs today. During this process we will identify how people are traveling in the central Texas region and evaluate the entire system to identify where services are meeting our customer's needs and where there are opportunities for improvements. The process includes meaningful and robust engagement with the community and prioritize a public participatory and inclusive process to ensure we capture representative feedback and equip the board with information to make informed decisions.

Should Board Members have any questions regarding the proposed changes, they should contact [Ed.Easton@capmetro.org](mailto:Ed.Easton@capmetro.org).

Operations, Planning and Safety Committee **Item #:** AI-2024-1078**Agenda Date:** 3/18/2024**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with M.A. Smith Contracting Company, Inc. for construction of the Expo Center Park and Ride for \$17,318,834, plus \$3,463,767 representing 20% contingency for a total amount not to exceed \$20,782,602.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Capital Budget

**STRATEGIC PLAN:****Strategic Goal Alignment:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input checked="" type="checkbox"/> 2. Community         |
| <input type="checkbox"/> 3. Workforce           | <input type="checkbox"/> 4. Organizational Effectiveness |

**Strategic Objectives:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> 1.1 Safe & Reliable Service                               | <input checked="" type="checkbox"/> 1.2 High Quality Customer Experience | <input checked="" type="checkbox"/> 1.3 Accessible System    |
| <input checked="" type="checkbox"/> 2.1 Support Sustainable Regional Growth        |  |  |
| <input checked="" type="checkbox"/> 2.2 Become a Carbon Neutral Agency             |  |  |
| <input checked="" type="checkbox"/> 2.3 Responsive to Community and Customer Needs | <input type="checkbox"/> 2.4 Regional Leader in Transit Planning         |  |
| <input type="checkbox"/> 3.1 Diversity of Staff                                    | <input type="checkbox"/> 3.2 Employer of Choice                          | <input type="checkbox"/> 3.3 Expand Highly Skilled Workforce |
| <input type="checkbox"/> 4.1 Fiscally Responsible and Transparent                  | <input type="checkbox"/> 4.2 Culture of Safety                           | <input type="checkbox"/> 4.3 State of Good Repair            |

**EXPLANATION OF STRATEGIC ALIGNMENT:** The Expo Center Park and Ride is a component of Project Connect Implementation and required for successful electric bus charging and revenue service on the Expo Center Rapid Line.

**BUSINESS CASE:** The Expo Center Park & Ride is the northern terminus of the FTA grant funded Expo Center Rapid Line. The all clean, quiet electric buses for the Rapid line need to charge at the Expo Center Park & Ride. This project is critical for Project Connect and FTA Grant completion. The funding for this contract is included in the FY 2024 capital budget.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on March 18, 2024.

**EXECUTIVE SUMMARY:** Capital Metro recently completed the acquisition of eight acres for a park and ride funded through the Project Connect Initial Implementation Plan adjacent to the Travis County Exposition Center and the City of Austin's Walter E. Long Park. The park and ride is located at the northern terminus of the FTA grant-funded Expo Center Rapid Line and contains approximately 140 customer parking spaces and eight bus bays that include electric bus charging. This resolution is for the approval of the construction contract necessary to construct this facility.

**DBE/SBE PARTICIPATION:** A 15% SBE goal was placed on this project based on availability of subcontract opportunities. The vendor committed to 15.01% and SBE participation will be tracked during the term of the contract.

**PROCUREMENT:** This procurement was conducted in accordance with the Competitive Sealed Proposal Method in Texas Government Code Title 10, Subtitle F, Chapter 2269, Subchapter D. On September 29, 2023, a Request for Proposal was issued and formally advertised. Five (5) proposals were received by the closing date of December 01, 2023. All five (5) proposals were evaluated, rated, and ranked based on the following technical evaluation criteria: (1) The offeror's demonstrated relevant work experience and capabilities of the firm as a whole (including commercial/industrial electrical projects) as well as proposed project personnel and any subcontractors on projects of a similar size, scope, complexity, and nature; (2) The extent to which the offeror demonstrated an adequate understanding of the requirements (including industrial and commercial electrical capabilities), technical applications and approach; and (3) The offeror's demonstrated ability to adequately meet project schedule by the specified dates outlined in the solicitation. Based on the weighted evaluation criteria, the proposal from MA Smith Contracting Company, Incorporated is determined to represent the best value to the Authority, price and other factors considered. The total contract award amount is \$17,318,834.50. This resolution requests authorization for 20% contingency funding in addition to this contract award amount.

**RESPONSIBLE DEPARTMENT:** Capital Construction, Engineering and Design



**RESOLUTION  
OF THE  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1078**

WHEREAS, Capital Metro is constructing the Expo Center Park and Ride funded through Project Connect; and

WHEREAS, the facility will provide customers with access to the FTA grant funded Expo Center Rapid Line with ten minute peak frequency from the underserved northeast area of Austin to downtown, the University of Texas, and educational, retail, and medical facilities.

NOW, THEREFORE, BE IT RESOLVED the Capital Metropolitan Transportation Authority board of directors approves a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with M.A. Smith Contracting Company, Inc. for construction of the Expo Center Park and Ride for \$17,318,834 plus \$3,463,767 representing 20% contingency for a total amount not to exceed \$20,782,602.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

- [illegible]

Operations, Planning and Safety Committee **Item #:** AI-2024-1113

**Agenda Date:** 3/18/2024

## SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute two lease amendments with 3423 Holdings LLC and 3423 Circle S, LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745 for up to four, three-month terms for a total amount not to exceed of \$212,072.

## FISCAL IMPACT:

Funding for this action is available in the FY2024 Operating Budget.

## STRATEGIC PLAN:

### Strategic Goal Alignment:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> 1. Customer | <input type="checkbox"/> 2. Community                               |
| <input type="checkbox"/> 3. Workforce           | <input checked="" type="checkbox"/> 4. Organizational Effectiveness |

### Strategic Objectives:

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> 1.1 Safe & Reliable Service                    | <input type="checkbox"/> 1.2 High Quality Customer Experience | <input type="checkbox"/> 1.3 Accessible System                   |
| <input type="checkbox"/> 2.1 Support Sustainable Regional Growth                   | <input type="checkbox"/> 2.2 Become a Carbon Neutral Agency   |  |
| <input checked="" type="checkbox"/> 2.3 Responsive to Community and Customer Needs |   | <input type="checkbox"/> 2.4 Regional Leader in Transit Planning |
| <input type="checkbox"/> 3.1 Diversity of Staff                                    | <input type="checkbox"/> 3.2 Employer of Choice               | <input type="checkbox"/> 3.3 Expand Highly Skilled Workforce     |
| <input type="checkbox"/> 4.1 Fiscally Responsible and Transparent                  | <input type="checkbox"/> 4.2 Culture of Safety                | <input checked="" type="checkbox"/> 4.3 State of Good Repair     |

**EXPLANATION OF STRATEGIC ALIGNMENT:** These proposed renewals of both commercial leases allow the continuation of staging and storage needs for various CapMetro department stakeholders. The spaces which consist of paved lots are used for staging and storage for bus shelters, bus stop amenities, and retired vehicles.

**BUSINESS CASE:** CapMetro does not have adequate staging and storage spaces for transit-oriented amenities and vehicles. CapMetro's growth requires additional storage space that will help ensure transit part delays do not create unnecessary transit service interruptions. These commercial leases will provide additional storage and staging space needs and allow more efficient and less costly storage solutions to be provided for Facilities Management. The funding for these lease amendments is included in the FY24 Operating Budget.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on March 18, 2024.

EXECUTIVE SUMMARY: CapMetro currently leases two separate spaces at 7415 Circle S Road in Austin for bus amenities staging and storage. This leased space is required until the agency is able to secure additional owned space to support this need. This resolution is seeking Board approval for staff to extend the current commercial leases which provide more storage for bus shelter parts, bus stop amenities, and retired vehicles to support the expanded zero emission fleet and to mitigate the wait for longer part lead times. In addition, this storage space will eliminate the need for less efficient and more costly storage solutions for facilities maintenance. The proposed lease term for the extension period shall be four, 3-month options periods. The total monthly lease rate is \$ 17,672.61.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Facilities Management; Capital Construction, Engineering & Design (CCED)

**RESOLUTION  
OF THE  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1113**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to provide for the safety of all customers and staff and comply with city, state and federal code requirements; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to provide reliable storage facilities that better support the storage needs of transit and facilities; and

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute two lease amendments with 3423 Holdings LLC and 3423 Circle S, LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745 for a period of up to four, three-month extension options for a total amount not to exceed of \$212,072.

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**Date:** \_\_\_\_\_

# 7415 Circle S Road, Lots 1 and 2

## Bus Amenity Storage

- Commercial leases originally executed March 7, 2023 (Lot 2) and October 16, 2023 (Lot 1).
- These lots will continue to be used for storage of bus amenity parts pending acquisition of new owned space.
- Proposed terms: four, three-month option terms with option to renew by providing Landlord with 30 days' written notice.





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Operations, Planning and Safety Committee **Item #:** AI-2024-1114

**Agenda Date:** 3/18/2024

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute the grant of an electric utility easement to the City of Austin on CapMetro-owned property located at 2910 and 3100 E. 5th Street, Austin, Texas 78702, for the purpose of placing, constructing, reconstructing, installing, operating, repairing, maintaining, inspecting, replacing, upgrading or removing electric distribution and electric telecommunications lines and systems to serve the battery electric buses charging infrastructure as set forth in the easement, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the facilities/improvements.

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> 1. Customer  | <input checked="" type="checkbox"/> 2. Community                    |
| <input type="checkbox"/> 3. Workforce | <input checked="" type="checkbox"/> 4. Organizational Effectiveness |

**Strategic Objectives:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 1.1 Safe & Reliable Service                               | <input type="checkbox"/> 1.2 High Quality Customer Experience | <input type="checkbox"/> 1.3 Accessible System               |
| <input type="checkbox"/> 2.1 Support Sustainable Regional Growth                   | <input type="checkbox"/> 2.2 Become a Carbon Neutral Agency   |  |
| <input checked="" type="checkbox"/> 2.3 Responsive to Community and Customer Needs |   |  |
| <input checked="" type="checkbox"/> 2.4 Regional Leader in Transit Planning        |   |  |
| <input type="checkbox"/> 3.1 Diversity of Staff                                    | <input type="checkbox"/> 3.2 Employer of Choice               | <input type="checkbox"/> 3.3 Expand Highly Skilled Workforce |
| <input checked="" type="checkbox"/> 4.1 Fiscally Responsible and Transparent       | <input type="checkbox"/> 4.2 Culture of Safety                | <input type="checkbox"/> 4.3 State of Good Repair            |

**EXPLANATION OF STRATEGIC ALIGNMENT:** This conveyance will provide CapMetro infrastructure capabilities for Battery Electric Bus Charging Infrastructure at 2910 and 3100 E. 5<sup>th</sup> Street which supports sustainable regional growth in response to customer needs.

**BUSINESS CASE:** Conveyance of the electrical easement to the City of Austin will allow electrical power to serve Battery Electric Busses Charging Infrastructure at 2910 and 3100 E. 5th Street. Through the establishment of this easement, Austin Energy will extend electric service to the bus charging infrastructure. This easement will be provided to the City of Austin at no cost.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on March 18, 2024.

EXECUTIVE SUMMARY: CapMetro desires to convey an electric utility easement to the City of Austin, which will enable Austin Energy to serve the Battery Electric Bus Charging Infrastructure at 2910 and 3100 E. 5th Street. The bus charging project at 2910 E. 5th Street is an essential part of addressing the transportation and mobility needs of the Austin community, thereby increasing people's access to jobs, services, and entertainment in a reliable, safe, and convenient manner.

As a condition of receiving service, Austin Energy requires all customers to grant the City an easement on the 2910 and 3100 E. 5th Street property allowing them to place, construct, reconstruct, install, operate, repair, maintain, inspect, replace, upgrade or remove (in whole or in part) electric distribution and electric telecommunications lines and systems, consisting of a variable number of electric lines, transformers, and all necessary or desirable appurtenances and structures.

After final construction and installation of the Facilities, the easement shall be limited to an area extending five feet on all sides of the actual installed location of the facilities and the blanket easement shall no longer be in force or effect thereafter as to those portions of the Property outside the easement.

State law and CapMetro policy requires Board approval before CapMetro grants an easement across its property.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction, Engineering & Design (CCED)



**RESOLUTION  
OF THE  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1114**

WHEREAS, the Capital Metropolitan Transportation Authority has made a pledge to transition the bus fleet to zero emissions by 2035. As a step forward to meet this commitment, CapMetro has begun to make the charging infrastructure modifications to support a new fleet of battery electric buses (BEB); and

WHEREAS, a Design-Build contract was awarded to Proterra Operating Company in 2023 to design, build and install electrification infrastructure at CapMetro's bus yard located at 2910 E. 5th Street, Austin, TX 78702, to accommodate 48 battery electric buses dispensers and to provide a high-quality bus service to customers; and

WHEREAS, it is necessary to grant an easement on CapMetro property to the City of Austin to allow Austin Energy to install and maintain certain electric telecommunications lines and systems to support the bus electrification infrastructure.

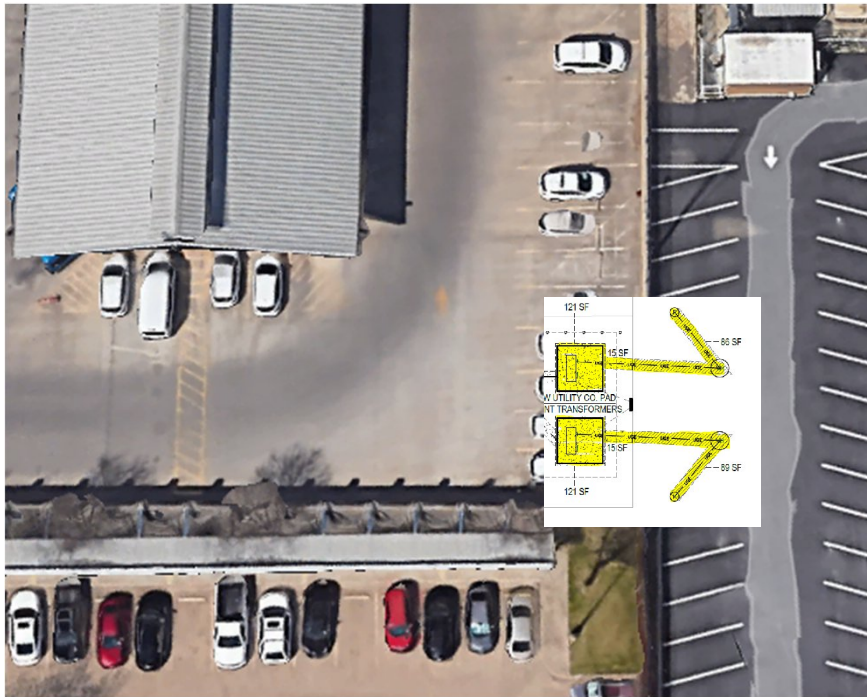
NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or her designee, to finalize and execute the grant of an electric utility easement to the City of Austin on CapMetro-owned property located at 2910 and 3100 E. 5th Street, Austin, Texas 78702, for the purpose of placing, constructing, reconstructing, installing, operating, repairing, maintaining, inspecting, replacing, upgrading or removing electric distribution and electric telecommunications lines and systems to serve the battery electric busses charging infrastructure as set forth in the easement, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the facilities/improvements.

**Date:** \_\_\_\_\_

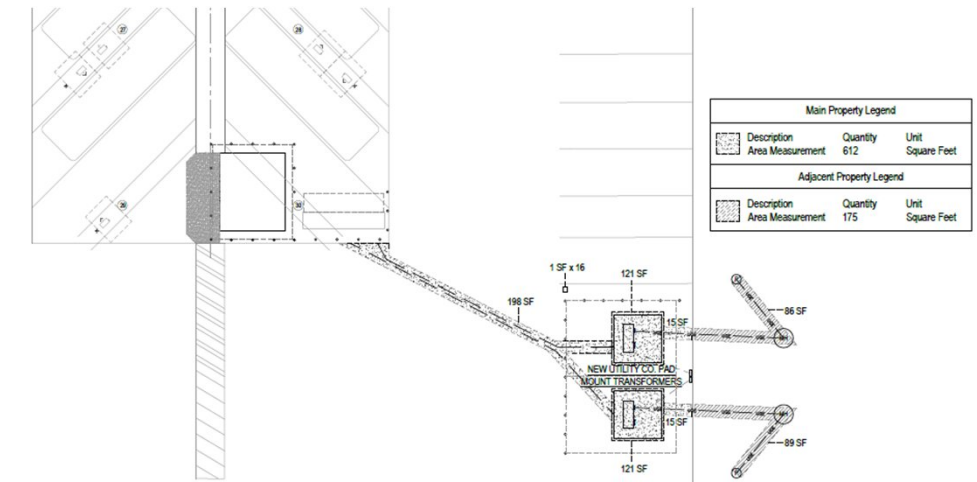
\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

# 2910 E. 5<sup>th</sup> Street

## Battery Electric Bus Charging Infrastructure



- The electric easement will cover approximately 1350 square feet
- It includes the area occupied by the transformers and the constructed elements connecting to Austin Energy Grid. The easement requires a five-foot buffer surrounding the affected area.



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Operations, Planning and Safety Committee **Item #:** AI-2024-1104

**Agenda Date:** 3/18/2024

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies, Inc. for maintenance and repair services by an Embedded Technician - Physical Security Technology for facility camera and access control systems for an amount not to exceed \$490,960.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Capital Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

- ☒ 1. Customer      ☐ 2. Community  
☐ 3. Workforce      ☒ 4. Organizational Effectiveness

**Strategic Objectives:**

- ☒ 1.1 Safe & Reliable Service      ☒ 1.2 High Quality Customer Experience      ☐ 1.3 Accessible System  
☐ 2.1 Support Sustainable Regional Growth      ☐ 2.2 Become a Carbon Neutral Agency  
☐ 2.3 Responsive to Community and Customer Needs      ☐ 2.4 Regional Leader in Transit Planning  
☐ 3.1 Diversity of Staff      ☐ 3.2 Employer of Choice      ☐ 3.3 Expand Highly Skilled Workforce  
☐ 4.1 Fiscally Responsible and Transparent      ☒ 4.2 Culture of Safety      ☒ 4.3 State of Good Repair

**EXPLANATION OF STRATEGIC ALIGNMENT:** Equipping the CapMetro transit system and support facilities with video cameras and access control systems enhances the safety and security for customers and employees and serves as a deterrent to criminal activity. This project focuses on promoting a safe customer experience, a safe workplace for employees, and organizational effectiveness in alignment with the CapMetro strategic plan. Maintaining video cameras and access control systems demonstrate to customers and employees that CapMetro is deploying the resources necessary to mitigate risk and continually improve safety and security. Video cameras add business value by providing real time and recorded information that allows CapMetro to make critical decisions to positively impact operations. This information also helps the CapMetro Operations Control Center and Public Safety Department make effective decisions that improve service efficiency and customer experience. This project also aligns with the objectives of maintaining a culture of safety and adhering to a state of good repair.

**BUSINESS CASE:** Over the past five years CapMetro has continually added video and access control systems throughout the system and support facilities. These additional assets are needed to support operations such as equipping all CapMetro Rapid stations with video cameras, installing access control systems in new buildings, and equipping the new Expo and Pleasant Valley CapMetro Rapid stations with video. The day-to-day maintenance that is needed for these systems has surpassed the ability of CapMetro staff to keep up. To prevent down time that could negatively impact the effectiveness of these critical systems, additional maintenance resources are needed. It was determined that an Embedded Technician (a dedicated contractor technician) is the most effective way to maintain these systems. The Embedded Technician services are for 32 hours every week. Logistics and equipment such as vehicles, tools, parts, and training will be provided by the contractor. The Embedded Technician will ensure that CapMetro does not have to wait for service calls or suffer downtimes in critical security equipment. The benefit of contracting this service is the cost savings in overhead such as personnel, tools, vehicles, training, and certification.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on March 18, 2024.

**EXECUTIVE SUMMARY:** CapMetro serves thousands of customers daily who use our service and maintains numerous facilities that support these transit operations. The timely operation of the CapMetro system, and safety and security of our customers and employees is a priority. The video and access control systems provide real-time information to maintain safe efficient operations and facilities. The contracted Embedded Technician will be responsible for maintaining, repairing, replacing, installing, testing, and cleaning all equipment associated with the video and access control systems inside and outside of the facilities. CapMetro strives to enhance the benefits of the video and access control systems by ensuring all equipment is in a state of good repair and downtime is minimized when normal wear and tear causes failures.

**DBE/SBE PARTICIPATION:** A 3% SBE goal was applied against the contract and will be tracked during the term of the contract.

**PROCUREMENT:** Embedded Technician Physical Security Technology contract with Convergent Technologies \$490,960. (Year 1 - \$241,320. Year 2 (option) - \$249,640). CapMetro used the Omnia cooperative Contract R220702 held by Convergent Technologies LLC. Purchases made using Omnia contracts satisfy otherwise applicable competitive bidding requirements. Pricing for Surveillance, Security and Monitoring Technical Services was determined to be fair & reasonable by Omnia during its solicitation and award process.

**RESPONSIBLE DEPARTMENT:** Public Safety & Emergency Management

**RESOLUTION  
OF THE  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1104**

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to contract the services of an Embedded Technician to repair and maintain security technology systems.

NOW, THEREFORE, BE IT RESOLVED NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies for Embedded Technician Physical Security Technology services for a two-year period not to exceed \$490,960.

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**Date:** \_\_\_\_\_

Operations, Planning and Safety Committee **Item #:** AI-2024-1110

**Agenda Date:** 3/18/2024

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with AT&T Wireless for Telecommunication Services for five (5) years in an amount of \$1,250,000, plus \$400,000 in contingency, for a total not to exceed amount of \$1,650,000.

**FISCAL IMPACT:**

Funding for this action is available in the FY2024 Operating Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> 1. Internal/External Customer Service Excellence | <input type="checkbox"/> 2. Stakeholder Engagement |   |
| <input type="checkbox"/> 3. Financial and Environmental Sustainability               | <input type="checkbox"/> 4. Staff Development      | <input checked="" type="checkbox"/> 5. Agency Growth Management |

**Strategic Objectives:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> 1.1 Safety & Risk            | <input checked="" type="checkbox"/> 1.2 Continuous improvement | <input type="checkbox"/> 1.3 Dynamic Change           |
| <input type="checkbox"/> 1.4 Culture of Innovation    | <input type="checkbox"/> 2.1 Be an Employer of Choice          | <input type="checkbox"/> 2.2 Organization Development |
| <input type="checkbox"/> 2.3 Organization Culture     | <input type="checkbox"/> 3.1 Resource optimization             | <input type="checkbox"/> 3.2 Safety Culture           |
| <input type="checkbox"/> 3.3 Environmental Leadership | <input type="checkbox"/> 4.1 Educate & Call to Action          | <input type="checkbox"/> 4.2 Build Partnerships       |
| <input type="checkbox"/> 4.3 Value of Transit         | <input type="checkbox"/> 4.4 Project Connect                   |   |

**EXPLANATION OF STRATEGIC ALIGNMENT:** Maintaining and acquiring telecommunication services, private cellular network, cell phones, tablets, WiFi cellular service, and business-related adjunct telecommunications equipment and software will ensure stable and reliable systems as well as provide for the productivity and growth of employees, facilities, vehicles, and infrastructure.

**BUSINESS CASE:** This contract is for the term of April 2024 through March 2025 to continue wireless telecommunication services with AT&T. Capital Metro uses these services in many ways to provide telecommunications such as cell phones, tablets and cellular WiFi services for staff, infrastructure for vehicles that operate our services, WiFi for customer amenities, and in some cases redundancy to maintain communications during an outage.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on March 18, 2024.

EXECUTIVE SUMMARY: This is a routine purchase to provide a contract to support administration, transit operations and customer provided telecommunications services with Verizon to include private cellular network, cell phones, tablets, WiFi cellular service, and business-related adjunct telecommunications equipment and software.

DBE/SBE PARTICIPATION: No SBE Goal was assigned to this procurement. The DIR procurement did not include subcontract opportunities for this the contract.

PROCUREMENT: The Authority will utilize the Department of Information Resources (DIR) Contract No. DIR-TELE-CTSA-002 held by AT&T Corp. for Communications Technology Services.

DIR awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act. Purchases made using DIR contracts satisfy otherwise applicable competitive bidding requirements. Texas Government Code, Section 2054.0565 (b) states that DIR Contracts meet competitive requirements for all governmental entities.

The term of the contract is five (5) years, from April 1, 2024, through March 31, 2029. The following is the not to exceed amount for years 1 through 5 with a contingency of \$400,000 to accommodate additional agency growth throughout the contract term:

| Description                                    | AT&T Wireless         |
|--|-----------------------|
| Telecommunication Services - Years 1 Through 5 | \$1,250,000.00        |
| Contingency Amount to Accommodate Growth       | \$400,000.00          |
| <b>Grand Total with Contingency</b>            | <b>\$1,650,000.00</b> |

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Information Technology

**RESOLUTION  
OF THE  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1110**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide reliable and secure telecommunications solutions; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to provide highly available systems for internal and external customers.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with AT&T Wireless for Telecommunication Services for five (5) years in an amount of \$1,250,000, plus \$400,000 in contingency, for a total not to exceed amount of \$1,650,000.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**



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Operations, Planning and Safety Committee **Item #:** AI-2024-1108

**Agenda Date:** 3/18/2024

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Hatch Associates Consultants, Inc. for rail operations consulting and technical support services for a three (3) year base period with up to five (5) option periods for a twelve (12) month duration in a total amount not to exceed \$6,573,004.

**FISCAL IMPACT:**

Other: Some of the funding is available in the FY2024 Operating Budget. This is a task order contract and future funding will be programmed into future operating budgets.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 1. Customer | <input type="checkbox"/> 2. Community                    |
| <input type="checkbox"/> 3. Workforce           | <input type="checkbox"/> 4. Organizational Effectiveness |

**Strategic Objectives:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> 1.1 Safe & Reliable Service                    | <input checked="" type="checkbox"/> 1.2 High Quality Customer Experience | <input checked="" type="checkbox"/> 1.3 Accessible System    |
| <input checked="" type="checkbox"/> 2.1 Support Sustainable Regional Growth        |  |  |
| <input checked="" type="checkbox"/> 2.2 Become a Carbon Neutral Agency             |  |  |
| <input checked="" type="checkbox"/> 2.3 Responsive to Community and Customer Needs |  |  |
| <input checked="" type="checkbox"/> 2.4 Regional Leader in Transit Planning        |  |  |
| <input type="checkbox"/> 3.1 Diversity of Staff                                    | <input type="checkbox"/> 3.2 Employer of Choice                          | <input type="checkbox"/> 3.3 Expand Highly Skilled Workforce |
| <input checked="" type="checkbox"/> 4.1 Fiscally Responsible and Transparent       |  |  |
| <input checked="" type="checkbox"/> 4.2 Culture of Safety                          |  |  |
| <input checked="" type="checkbox"/> 4.3 State of Good Repair                       |  |  |

**EXPLANATION OF STRATEGIC ALIGNMENT:** Hatch Associates Consultants, Inc. is the prime contractor who assisted Capital Metro in implementing a PTC system that complied with the federal mandate. They will lend their expertise once again in this consulting and technical support contract to enable Capital Metro to optimize expanding development of Rail operations and ensure we are providing our customers with a reliable, safe, and excellent transportation service.

**BUSINESS CASE:** The work may include technical oversight for design review, installation, and construction on new or existing rail assets such as at grade crossings, sidings, and main tracks within the existing PTC corridor as a single integrated project and rail vehicles. Each of the tasks under this single integrated project may be

performed as funding and constructability allows. The work may be divided into the following: Optimization Scope of Work, Design Scope of Work, Construction Scope of Work, and Support Services. It should be recognized that notwithstanding this division, the components of the work may overlap.

Services associated with the work includes but is not limited to: consulting and technical services to support design review; technical review; procurement; construction; testing and validation; hazard risk analysis; modification and updates to FRA required documents; training; and other. The single integrated project is anticipated to be initiated in 2024 and expected to be completed by 2030. Note: There will be no requirement for engineering or architectural work associated with this contract.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on March 18, 2024.

**EXECUTIVE SUMMARY:** On August 10, 2020, Capital Metro implemented a Positive Train Control (PTC) system on its regional rail corridor in response to a mandate from Congress via the 2008 Railroad Safety Improvement Act (RSIA). The RSIA required all railroads with regularly scheduled commuter rail passenger service to fully implement a Positive Train Control (PTC) system that increases safety by reducing human errors. As Rail continues to expand our consultants will support expansion providing design criteria, support contract renewals/solicitations and adherence to federal and state regulations.

**DBE/SBE PARTICIPATION:** A 7% SBE goal was applied to this project based on availability of subcontract opportunities. The Contractor has committed to 7% SBE participation and will be tracked during the term of the contract.

**PROCUREMENT:** On November 21, 2023, a Request for Proposals (RFP) was issued and formally advertised. By the closing date of December 27, 2023, one (1) proposal was received from Hatch Associates Consultants, Inc. The evaluation team met on January 9, 2024, to discuss the matrix results of evaluations of proposals and requested an oral discussion with the firm. Following oral discussions, a Final Proposal Revisions (FPR) was requested. The evaluation team met on February 12, 2024, to discuss the matrix results of FPR evaluation and determination was made to recommend Hatch Associates Consultants, Inc. for award to the Capital Metro Board of Directors. The firm was deemed the most qualified, responsive, and responsible for the solicitation requirements. Pricing was deemed fair and reasonable based on a cost analysis. The resulting contract will be an indefinite delivery/indefinite quantity task order contract. The term is a three (3) year base period from the Notice of Award with up to five (5) option periods for a twelve (12) month duration in a total amount not to exceed \$6,573,004.

**RESPONSIBLE DEPARTMENT:** Rail Department.

**RESOLUTION  
OF THE  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1108**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to obtain Consulting and Technical Support services to support Rail Operations projects including construction, design and operations for signal, track and vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Hatch Associates Consultants, Inc. for rail operations consulting and technical support services for a three (3) year base period with up to five (5) option periods for a twelve (12) month duration in a total amount not to exceed \$6,573,004.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

Operations, Planning and Safety Committee **Item #:** AI-2024-1080

**Agenda Date:** 3/18/2024

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an agreement with Railroad Partners, Inc (RPI) for usage of 27 miles of track on the west end of the Llano line for a period through December 31, 2029.

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

- ☒ 1. Customer      ☒ 2. Community
- ☐ 3. Workforce      ☐ 4. Organizational Effectiveness

**Strategic Objectives:**

- ☒ 1.1 Safe & Reliable Service      ☒ 1.2 High Quality Customer Experience      ☐ 1.3 Accessible System
- ☐ 2.1 Support Sustainable Regional Growth      ☐ 2.2 Become a Carbon Neutral Agency
- ☐ 2.3 Responsive to Community and Customer Needs      ☐ 2.4 Regional Leader in Transit Planning
- ☐ 3.1 Diversity of Staff      ☐ 3.2 Employer of Choice      ☐ 3.3 Expand Highly Skilled Workforce
- ☐ 4.1 Fiscally Responsible and Transparent      ☐ 4.2 Culture of Safety      ☐ 4.3 State of Good Repair

**EXPLANATION OF STRATEGIC ALIGNMENT:** This action will allow Capital Metro to continue to foster a culture of safety and to deliver a customer-friendly experience through our people and systems by providing RPI with the use of a portion of the Giddings-Llano Line for the placement, maintenance and operation of track railway motorcars, gang cars, hand cars, velocipedes, and pedal powered railroad equipment on, or over, the Authorized Track Area for the purpose of transporting passengers on sight-seeing pleasure tours and trips, as well as the loading and unloading of passengers, and management and administration of these services. Maintenance includes the control of all grass, brush, and trees, etc., growing on or over Capital Metro railroad right-of-way.

**BUSINESS CASE:** The agreement with RPI will allow the provision of excursion rail passenger services using a portion of Capital Metro's Gidding-Llano Line

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on March 18, 2024.

EXECUTIVE SUMMARY: Capital Metro recognizes that the non-profit Railroad Partners, Inc. provides historical, cultural, and recreational benefits to the public. The mission of RPI is to 1) use volunteer labor and privately owned maintenance equipment to preserve historic rail corridors in partnership with communities, railroads, local governments and other entities and individuals; 2) to acquaint the public with the geography, local history and cultural landmarks of such corridors; 3) to support efforts to educate the public regarding safety within rail corridors; 4) to build community support for the preservation of out-of-service or soon to be out-of-service rail corridors, and 5) to promote safe maintenance and other activities within historic rail corridors through training and mutual cooperation with rail-related groups services. In 2009, Capital Metro approved an agreement with Railroad Partners, Inc. (RPI) which has been continually renewed as each agreement's term was reached. This item is a continuation of a prior agreement for 27 miles of track on the west end of the Llano Branch through December 31, 2029.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Rail Operations.

**RESOLUTION  
OF THE  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1080**

WHEREAS, the CapMetro Board of Directors and CapMetro management endeavor to continue to provide Railroad Partners, Inc. (RPI) access to a portion of the Giddings-Llano line for the placement, maintenance and operation of track railway motorcars, gang cars, hand cars, velocipedes, and pedal powered railroad equipment ("Speeders").

NOW, THEREFORE, BE IT RESOLVED that the CapMetro Board of Directors hereby authorizes the President & CEO, or her designee, to finalize and execute an agreement with RPI for usage of 27 miles of track on the west end of the Llano line for a period through December 31, 2029.

\_\_\_\_\_  
**Secretary of the Board  
Becki Ross**

**Date:** \_\_\_\_\_

**CapMetro**

# Motorcar Rail Service Agreement Railroad Partners, Inc. (RPI)

# Qualifications and Services

- GCOR Qualified / Roadway Worker Trained
- Brush Control in Out of Service Track between MP 21 to MP 1.3
- Comply with Federal, State, Local Laws, Ordinances and Regulations for Brush and Weed Control
- Promptly Inform CapMetro of any Damage, Vandalism or Theft on the Track
- Submit a Monthly Report that will Include the Following:
  - a) Total number to RPI personnel that have been active for the month;
  - b) Total number of hours worked by RPI's personnel for the month personnel hours;
  - c) Total amount of Right of Way brush management completed;
  - d) Pictures of work completed, before and after; and
  - e) Any unusual conditions (including pictures) found along the right of way that are within the Authorized Track Area, including but not limited to, washouts, track damage, missing grade crossing signs, vandalism, and unauthorized fencing across the Right of Way.



# Services Provided



Community  
Fair



MOW  
Llano Wye 1



Washout  
Repair



**CapMetro**

**Thank You!**

## **MOTORCAR RAIL SERVICE AGREEMENT BETWEEN CAPMETROPOLITAN TRANSPORTATION AUTHORITY AND RAILROAD PARTNERS, INC.**

This Motorcar Rail Service Agreement (“Agreement”) is entered into by and between Capital Metropolitan Transportation Authority, a regional transit authority, body politic and corporate and a political subdivision of the State of Texas (“CapMetro”), and Railroad Partners, Inc., a Texas non-profit corporation (“RPI”).

### **I. Background**

**Whereas**, CapMetro owns or controls approximately 162 miles of railroad track, track support structures and railroad right-of-way generally situated between Giddings, Texas and Llano, Texas (collectively, “Giddings-Llano Line”).

**Whereas**, CapMetro currently contracts with a rail freight operator to operate rail freight service on and over the Giddings-Llano Line.

**Whereas**, RPI desires to use a portion of the Giddings-Llano Line for the placement, maintenance and operation of track railway motorcars, gang cars, hand cars, velocipedes, and pedal powered railroad equipment (“Speeders”).

**Whereas**, CapMetro recognizes that the Speeders provide historical, cultural, and recreational benefits to the public.

**Whereas**, CapMetro agrees to permit RPI to operate its Speeders over designated portions of the Authorized Track Area as set forth in this Agreement.

**Now therefore**, for and in consideration of the mutual covenants here in contained the parties agree as follows.

### **II. Definitions**

1. **Active Track.** Any portion of the “Authorized Track Area” (as hereinafter defined) that provides freight, excursion, or commuter rail operations.
2. **Authorized Track Area.** The Authorized Track Area includes the following:
  - 2.1 **Boundaries.** The railroad track between AWRR milepost (“MP”) 127.68 near Scobee Lead, Texas, and the west end of track at or near AWRR MP 154.1 at Llano, Texas, in addition to MP 21 to MP 1.3; this includes all sidings, branches and spur tracks between the boundaries. If the track area between MP 21 and MP 1.3 is no longer needed by CapMetro for the storage of cars, CapMetro shall notify RPI and the Authorized Track Boundaries shall automatically be amended to add the track area between MP 21 and MP 1.3 (“Boundaries”).
  - 2.2 **Other Track.** Any such other segments or portions of railroad track CapMetro may extend permission for Motorcar Rail Service. CapMetro reserves the right, in its sole discretion, to determine whether a segment or portion of railroad track is suitable for Motorcar Rail Service as described in this Agreement. The Boundaries of the Authorized Track Area shall automatically be added to this Agreement when written permission to extend the Boundaries is granted by CapMetro and confirmed in writing to RPI under this Section 1.2.
3. **Brush Management.** Vegetation control of the right-of-way consists of the control of all grass, brush, and trees, etc., growing on or over CapMetro railroad right-of-way.
4. **Code Ten Accident.** Any major accident that involves major property damage, multiple EMS transports, three or more vehicles involved, a fatality, or a pedestrian. Code 10 accidents require immediate notification to all appropriate CapMetro departments as designated by CapMetro.
5. **Effective Date** means the date of CapMetro’s signature on this Agreement.
6. **Freight Rail Operator** means CapMetro’s freight rail operator.
7. **Freight Rail Service** means the transport of freight by rail.

8. **FRA** means Federal Railroad Administration.
9. **GCOR** means the General Code of Operating Rules (as amended from time to time) setting forth the operating rules for the Giddings-Llano Line.
10. **Hazardous Materials** means any element, chemical, compound, material or substance, whether solid, liquid or gaseous, which at any time is defined, listed, classified or otherwise regulated in any way under any applicable law regulating or imposing liability or standards of conduct that pertains to the environment, contamination of any type whatsoever, or environmental health and safety matters, or any other such substances or conditions (including mold and other mycotoxins or fungi) which may create any unsafe or hazardous condition or pose any threat to human health and safety. "Hazardous Materials" includes the following: Hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "radioactive materials," "bio-hazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," "toxic waste," "toxic material," or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity" or "EP toxicity" or words of similar import under any applicable law regulating or imposing liability or standards of conduct that pertains to environmental, health, and safety matters) and those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended).
11. **License.** CapMetro's grant of the limited right to use the Authorized Track Area for the purposes referenced in this Agreement.
12. **Mass Transit.** Mass transit includes the transportation of passengers and transportation related services provided by CapMetro, or its designated contractor. Mass transit includes, but is not limited to, the use of motor buses, shuttles, rail, and automobiles to transport passengers. For purposes of this Agreement the term "Mass Transit" also includes freight rail services, rail transit system demonstration projects, exhibitions, test runs, and related rail activities such as: signal and track repair; Rehabilitation and upgrades; facility construction; security control installations; and inspections conducted or directed by CapMetro.
13. **Motorcar Rail Service.** Motorcar Rail Service includes the placement, maintenance, and operation of track railway motorcars, gang cars, hand cars, velocipedes, pedal powered railroad, or other related equipment on, or over, the Authorized Track Area for the purpose of transporting passengers on sight-seeing pleasure tours and trips, as well as the loading and unloading of passengers, and management and administration of the Services (as herein after defined). Motorcar Rail Service does not include any services related to CapMetro's Mass Transit activities.
14. **NARCOA** means the North American Railcar Operators Association; a non-profit organization dedicated to the preservation and safe, legal operation of railroad equipment historically used for maintenance of way.
15. **Release of Hazardous Materials** means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping, or disposal of Hazardous Materials into the soil, air, water, groundwater, or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.
16. **Rehabilitation** means any work performed on the track, or track support structures, to improve or restore the condition of the track to minimum FRA Class Track Standards for Class II track and corresponding operating speeds, as well as improvements to the track support structures necessary to restore the track support structures to minimum railroad industry standards for acceptable operation and use.
17. **ROW** means the area adjacent to the Authorized Track Area owned or controlled by CapMetro.
18. **RPI Personnel** means all persons entering the Authorized Track Area at the direction and with the consent of RPI, including RPI's directors, officers, employees, agents, contractors, and invitees, and "volunteers" as that term is defined in Article XI, Section 4 of this Agreement.
19. **RWIC** means a person who is GCOR qualified and designated by RPI as in charge of RPI's motorcar movements on active portions of the main track.



- 20. Services** means performance by RPI of the services listed in Exhibit “A” attached and incorporated herein for all purposes as part of the consideration for the License.
- 21. TCEQ** means the Texas Commission on Environmental Quality.
- 22. Track and Support Structures.** The rails, ties, and other properties necessary for use or support of the Giddings/Llano Line and tracks including the bridges, culverts, other structures, grading, embankments, dikes, walkways, roadbed, pavements, and drainage facilities.
- 23. TxDOT** means the Texas Department of Transportation.

### **III. Term and Termination**

#### **1. Term and Renewal.**

**1.1 Initial Term and Renewal.** The initial term of this Agreement begins on the date of CapMetro’s signature on this Agreement and continues through December 31, 2029, unless this Agreement is otherwise terminated as herein provided..

**1.2 No Obligation to Renew.** Nothing in this Agreement creates any express or implied obligation on either party to renew or extend the Agreement beyond the renewal terms set forth in Section 1.1.

- 2. Termination.** Notwithstanding the provisions of this Agreement to the contrary, CapMetro reserves the unilateral right, in its sole and absolute discretion, to modify, amend, reroute, cancel, or terminate this Agreement on thirty (30) days’ written notice to RPI.

### **IV. RPI’s License to Use the Authorized Track Area and the ROW**

- 1.** CapMetro, subject to the conditions, limitations, considerations, and reservations set forth in this Agreement grants RPI a non-exclusive license to enter upon and use the Authorized Track Area and the ROW, for the sole purpose and limited purpose, during the term of this Agreement, to provide the Motorcar Rail Service described in this Agreement and to perform the Services. Any person entering the Authorized Track Area with the permission of RPI shall do so at the sole risk of the entrant. Each entrant entering the Authorized Track for any reason must sign a general release in form approved by CapMetro and comply with all safety requirements imposed upon RPI under this Agreement.
- 2.** The non-exclusive license granted in this Section is conditional upon and subject to the rights retained by CapMetro to use the Track and Support Structures for Mass Transit purposes.
- 3.** RPI’s right to use the Authorized Track Area is in every respect subordinate and subject to CapMetro’s rights, interest, and plans to develop and provide Mass Transit Services on, along, and across the Authorized Track Area and all existing and future licenses, leases, easements, encumbrances, and claims of title affecting the Authorized Track Area.
- 4.** RPI’s right of ingress and egress to the Authorized Track Area and the ROW by RPI’s directors, officers, employees, agents, contractors, and invitees is in all respects subject to terms, conditions, and limitations contained in this Agreement.
- 5.** CapMetro may, in at its sole discretion, immediately terminate this Agreement or require RPI to modify,

amend, reroute, cancel, terminate, or revise its operating schedule, plans or activities if CapMetro determines that RPI's facilities or use of the Authorized Track Area interferes with, or is inconsistent with, CapMetro's use, or preparations to use, the Authorized Track Area for Mass Transit, poses a safety risk, or if the Authorized Track Area is being utilized in a manner that violates FRA regulations, or other state or federal law.

6. RPI may not perform construction on, or remove, track or track support structures from the Authorized Track Area without the prior review and written approval of CapMetro.
7. In the event of the expiration, cancelation, termination, or suspension of this Agreement, for any reason, this License will automatically terminate, subject to the provisions of this Agreement that expressly survive the termination of this Agreement.
8. In CapMetro's sole discretion, RPI may make limited improvements in the ROW for storage of materials and equipment in accordance with applicable law. RPI will be fully responsible for all costs, expenses, or other requirements connected to its improvements to the Authorized Track Area. All improvements must be reviewed and approved in writing by CapMetro prior to starting the work. CapMetro must approve the contractor used to provide the work under this Section, and the design and building materials to be used. All improvements installed by RPI on the ROW will become the property of CapMetro at the expiration, cancelation, or termination of this Agreement. All work must be done so that it does not interfere with the use of the Authorized Track Area by CapMetro, its Freight Rail Operator or its licensees, tenants, easement holders, or any other parties authorized to use the Authorized Track Area by CapMetro. CapMetro acknowledges that RPI has placed two (2) portable storage containers on the north end of the Authorized Track Area to be used for storage of RPI's rail maintenance equipment, which remain the property of RPI. Additional container(s) will be stored at Kingland siding.
9. RPI shall pay, in full, with the exception of RPI volunteers, all persons who perform labor or provide material when performing work on the ROW in accordance with applicable law. RPI will not allow any mechanic or material liens to be filed or enforced against the Giddings-Llano Line or the property of CapMetro for work done or materials furnished at RPI's instance or request. If any such liens are filed thereon, RPI agrees to immediately remove the same at RPI's own cost and expense, without regard to the legal enforceability of such liens. Should RPI fail, neglect, or refuse to do so, CapMetro shall have the right to terminate this Agreement, or at its option, pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and RPI shall be liable to CapMetro for all costs, damages, and reasonable attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against CapMetro upon demand with interest at the maximum rate allowed by law from demand until payment.
10. **CAPMETRO MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE AUTHORIZED TRACK AREA, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF CAPMETRO'S RIGHT, TITLE, AND INTEREST IN OR TO THE AUTHORIZED TRACK AREA IS HEREBY EXPRESSLY DISAVOWED BY CAPMETRO. FURTHERMORE, RPI ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE AUTHORIZED TRACK AREA "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND RPI ACKNOWLEDGES THAT CAPMETRO HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE AUTHORIZED TRACK AREA OR THAT THE AUTHORIZED TRACK AREA IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, RPI ACKNOWLEDGES AND AGREES THAT IT IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR RPI'S USE OF THE AUTHORIZED TRACK AREA AND CAPMETRO WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE. CAPMETRO SPECIFICALLY DISCLAIMS AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS OF PURPOSE, MERCHANTABILITY, OR OTHER WARRANTY REGARDING THE SUITABILITY FOR ANY USE OF THE AUTHORIZED TRACK AREA. THE AUTHORIZED TRACK AREAS HAVE BEEN INSPECTED AND ACCEPTED**

**BY RPI “AS IS, WHERE IS” IN THE CONDITION THE AUTHORIZED TRACK AREA EXIST NOW, OR AT SUCH TIME AS RPI MAKES USE OF THE AUTHORIZED TRACK AREA.**

11. This Agreement is not assignable, in whole or in part, and no other party is permitted to use the Authorized Track Area except as specifically authorized in writing by CapMetro.
12. Except as specifically authorized in writing by CapMetro, or in case of emergency, RPI may only operate along and within the boundaries of the Authorized Track Area from 7:00 a.m. to 11:00 p.m. Central Time for the term of this Agreement or at other times with the written consent of CapMetro.
13. RPI may access the ROW with reasonable advance notice to CapMetro for the purposes of providing the Services required to be performed by RPI under this Agreement.
14. CapMetro may eject or cause to be ejected from the Authorized Track Area and the ROW any person acting under RPI's authority or direction that is engaging in conduct that is unlawful or unsafe. CapMetro shall not be liable to RPI for any damages that may be sustained by RPI or the ejected person through CapMetro's exercise of such right.

**V. Limitations and Subordination of Rights Granted**

1. Notwithstanding any provision of this Agreement to the contrary, RPI's nonexclusive permission to use the Authorized Track Area is, at all times, subject and subordinate to the following:
  - 1.1 CapMetro's Mass Transit service;
  - 1.2 Freight Rail Service activities and use;
  - 1.3 CapMetro's interest in the Authorized Track Area, including but not limited to:
    - A. Scheduling of rail transit demonstrations and promotions;
    - B. Construction;
    - C. Track inspections; and
    - D. Other activities initiated or caused by CapMetro in furtherance of its Mass Transit interest.
  - 1.4 Existing licenses;
  - 1.5 Existing leases;
  - 1.6 Existing easements; and
  - 1.7 Encumbrances and claims of title affecting the Authorized Track Area.
2. CapMetro may grant future licenses and easements that do not otherwise materially interfere with RPI's activities hereunder. RPI activities must be coordinated with any future licenses, leases, or easements entered into by CapMetro.
3. Motorcar Rail Service must be coordinated with any Mass Transit and Freight Rail Service. RPI's schedule for Motorcar Rail Service is subject to review and approval by CapMetro. CapMetro will make reasonable efforts to accommodate RPI's request to schedule Motorcar Rail Service.
4. In addition to any other rights granted to CapMetro under this Agreement, CapMetro may:
  - 4.1 Upon twenty-four (24) hours' written notice to RPI, order, for investigative purposes, the temporary suspension or rescheduling of RPI's Authorized Track Area operations for a period not to exceed fourteen (14) days following the occurrence of any accident, derailment, construction activities occurring within twenty-five (25) feet of the tracks, or other incident involving actual injury to any person or property. RPI will be given twenty-four (24) hours' written notice of the temporary suspension or rescheduling;
  - 4.2 Upon twenty-four (24) hours' written notice to RPI, order the temporary suspension or rescheduling of RPI's operations in the Authorized Track Area, not to exceed forty-eight (48) hours, if it determines such action is necessary to protect the safety of persons or property in order to investigate any actual or proposed activity occurring on or within twenty-five (25) feet of the tracks which, in its determination, may threaten the safety

of persons or property; and

**4.3** Upon seven (7) business days' written notice, order the temporary rescheduling or suspension of RPI's operations to accommodate any transit rail demonstration project or other necessary activities related thereto. For purposes of this Agreement, a business day is from 8:00 a.m. until 5:00 p.m., Central Time, Monday through Friday, excluding Saturday, Sunday, and federally recognized holidays. CapMetro will make reasonable efforts to resolve any scheduling conflicts with RPI prior to exercising its rights under this Section.

5. RPI may request, in writing, special permission to temporarily expand the boundaries of the Authorized Track Areas to accommodate: (a) the operating schedule; (b) dates of operations; or, (c) on a per trip basis. CapMetro, in its sole discretion, will determine if the special permission to temporarily expand the boundaries of the Authorized Track Area is to be granted. If granted, the temporary expansion period will not exceed ninety (90) calendar days.

## **VI. CapMetro's Duties Under the Agreement**

1. CapMetro will appoint one (1) person to be CapMetro's sole point of contact for any inquiries, clarifications, or actions regarding this Agreement.
2. CapMetro will provide any available information regarding track conditions and maintenance that is applicable to the Authorized Track Area, upon RPI's request.
3. CapMetro will maintain the Authorized Track Area maintenance activities performed by CapMetro on the Effective Date. CapMetro may, in its sole discretion, reduce maintenance in the ROW used by RPI if CapMetro determines that doing so is in the best interest of CapMetro.
4. CapMetro will inspect RPI's operation to ensure compliance with the terms of the Agreement, with or without notice to RPI.

## **VII. RPI's Duties Under this Agreement**

1. RPI will appoint one (1) person to be RPI's sole point of contact for any inquiries, clarifications, or action regarding this Agreement.
2. RPI will comply with the following:
  - 2.1 All federal and state laws, regulations, local laws, rules, and ordinances;
  - 2.2 CapMetro's timetable, general orders, and operating rules;
  - 2.3 All RPI Personnel entering any part of the Authorized Tract Area that is located within twenty-five (25) feet of an Active Track will be under the direct supervision and control of an RPI RWIC. Before entering an Active Track Area all such persons must attend a job briefing on railroad safety conducted by the RPI RWIC and an attendance sheet completed by all attendees in the form of Exhibit "B" attached and incorporated herein for all purposes. RPI shall make available attendance sheets to CapMetro upon receipt.
  - 2.4 All RPI RWIC's, supervisors-in-charge, and the like that are involved in the provision of Motorcar Rail Service must complete annual GCOR training provided by CapMetro (or its designee). The training is provided to RPI operating personnel at no cost; and
  - 2.5 Accepted government and industry standards in developing and implementing operating and procedures appropriate and necessary to ensure the safety of its passengers, the public and the tracks, and RPI's directors, officers, employees, agents, contractors, and invitees while on Authorized Track Area or the ROW.
3. RPI will continually maintain its safety operating procedures and file them with CapMetro, and require its directors, officers, employees, agents, contractors, and invitees to wear appropriate safety equipment and apparel.



4. The agreements by RPI to make available the Authorized Track Area as provided in Article V above.
5. RPI will provide CapMetro or at CapMetro's discretion, make available to CapMetro, a copy of its schedules, qualifications, and certifications of operating crews and similar operating provisions.
6. An RPI representative will attend, and make presentations as appropriate, neighborhood association meetings or other public interest group meetings, as requested by CapMetro. RPI will provide these entities with reasonable reports, leaflets, or other informational documents, as applicable, to address neighborhood concerns regarding Motorcar Rail Passenger operations. These informational documents will focus on assuring the groups that RPI's Rail Services will operate safely, efficiently, and with minimum disruption to the neighborhoods.
7. RPI will present its rail safety educational program, Operation Lifesaver, at the various schools situated within one hundred (100) yards of the ROW.
8. In the event CapMetro receives complaints from residents regarding RPI's operations, RPI agrees to work cooperatively with CapMetro, or the complainant, to identify and implement, to the extent possible, reasonable solutions to address the issues.
9. RPI agrees to observe the rules regarding horns, minimize noise, and traffic disruptions while operating the Motorcar Rail Service.
10. RPI agrees to allow CapMetro access to observe its operations at any time, with or without notice by CapMetro.

**11. Additional Reporting and Compliance Requirements.**

**11.1** RPI also agrees to do the following:

- A. Comply with all NARCOA, FRA, AREMA, and CapMetro regulations pertaining to Motorcar Rail Services;
- B. Cooperate with CapMetro audits of its operations and maintenance practices;
- C. Send all regulator inspection results, including the FRA, TxDOT, and TCEQ inspection results, to CapMetro within twenty-four (24) hours of receiving the inspection results;
- D. Notify CapMetro, within twenty-four (24) hours, of a government regulator visiting the rail line;
- E. Notify CapMetro, within twenty-four (24) hours, of receiving notification that a regulatory agency will visit the Authorized Track Area;
- F. Notify CapMetro as soon as practicable when RPI receives notice of a rule violation pertaining to RPI operating personnel;
- G. Notify CapMetro immediately of any and all incidents or accidents involving RPI's train or train personnel;
- H. Create an action plan that addresses or appeals, corrective action plans issued by government regulators that inspect the rails;
- I. Provide a monthly report summarizing periodic inspections and tests made in compliance with the applicable regulatory agencies; and

**11.2** The requirements included in this subsection are in addition to the other reporting and compliance requirements included elsewhere in this Agreement.

**12. Reports, Business, and Financial Plan.** RPI will maintain accurate and concise information, books, records, and documents (collectively, "Records") regarding its operation of the Motorcar Rail Services. CapMetro, and its representatives, may, upon forty-eight (48) hours' written notice to RPI, audit such Records and make copies thereof. RPI will provide the following information on a monthly basis:

- 12.1** Its schedule of operations and any applicable amendments to the schedule;
- 12.2** Current financial statements (financial statements only need to be sent annually);
- 12.3** Copies of any reports required by governmental agencies including the FRA;
- 12.4** Any reports of operations and activities provided to members of RPI and the public;

**12.5** Reports and information as requested by CapMetro; and

**12.6** Copies of all FRA Inspection Reports issued by FRA and the TxDOT inspectors.

**13. Certifications.** RPI represents and warrants the following:

**13.1** RPI is a Texas non-profit corporation;

**13.2** RPI is fully authorized to enter into and perform this Agreement;

**13.3** RPI has no ownership or control of a locomotive or rolling stock, but does own related equipment;

**13.4** RPI has the financial capabilities necessary to provide the Motorcar Rail Services described in this Agreement;

**13.5** Its operating personnel (e.g., motorcar operators, crossing flaggers, employees/supervisors-in-charge, and roadway workers) that are involved in the provision of Motor Car Service have been properly trained and certified in accordance with the applicable law, GCOR, or industry best practices on an annual training basis; and

**13.6** RPI's Speeders, and other equipment that is used or operated in the provision of Motorcar Rail Service, comply with applicable law.

**14. Training.** RPI's RWICs will be responsible for certifying and training its own crews and other personnel.

**15. Permits and Approvals.** RPI will be solely responsible for acquiring, maintaining, and renewing, as applicable, all licenses, permits, and certifications necessary to provide Motorcar Rail Services. CapMetro, in its sole discretion, may assist RPI in applying for and maintaining its licenses, permits, certificates, consents, and other approvals.

**16. Environmental.**

**16.1** RPI agrees to provide Motorcar Rail Services in an environmentally sound manner with due regard for the rights of property owners and surrounding neighborhoods located in the vicinity of the track.

**16.2** Neither RPI volunteers, agents, subcontractors, employees, contractors or invitees shall at any time handle, use, manufacture, store, or dispose of any Hazardous Materials in or about the Giddings-Llano Line and adjacent property owned by CapMetro or adjacent landowners. RPI shall notify CapMetro of any Release of Hazardous Materials within six (6) hours of discovering any such Release of Hazardous Materials. Release of Hazardous Materials means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping, or disposal of Hazardous Materials into the soil, air, water, groundwater, or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

**16.3** **RPI shall protect defend, indemnify and hold CapMetro harmless from and against any and all loss, claims, liability or costs (including court costs and attorneys' fees) incurred by reason of any actual or asserted failure of RPI to fully comply with any applicable law regulating or imposing liability or standards of conduct that pertains to the environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of RPI to keep, observe, or perform any provision of this Section. If CapMetro elects to remediate any discharge on or under the Authorized Tract Area or any part of the Giddings-Llano Line or adjacent property, RPI shall cooperate with and grant CapMetro such rights and privileges as may be necessary to investigate, clean up or respond to such discharge.**

**16.4** The provisions of this Section shall survive termination of this Agreement.

**17. Compliance.** RPI will operate in compliance with the latest edition of the GCOR for railroads, which will be provided by CapMetro while operating on Active Track. To the extent that any standards or requirements set forth in this Agreement are in direct conflict with, or are inconsistent with, the standards or requirements of an

applicable federal, state, or local law, rule, regulation, or ordinance, such law, rule, regulation, or ordinance will prevail.

18. **Community Communications.** RPI will, from time to time, as necessary or appropriate, to attend or make presentations to various neighborhood association meetings. RPI will also communicate orally, or in writing, with neighborhood association representatives, as applicable, to provide information regarding RPI's actual or proposed Motorcar Rail Service activities. RPI agrees to comply with any reasonable request made by CapMetro to initiate or participate in such neighborhood association communications or presentations. RPI will be responsible for contacting the applicable neighborhood association representative to request permission to attend the next scheduled neighborhood association meeting whenever RPI proposes any increases or changes in its ridership, schedules, or regularly scheduled activities that may occur in or near the Authorized Track Areas.
19. **Construction Contract Requirements.** In accordance with Texas Government Code Section 2252.909, RPI shall be required to:
  - 19.1 Include in each contract for the construction, alteration, or repair of an improvement to the Authorized Track Area a condition that the contractor:
    - A. execute a payment bond that conforms to Subchapter I, Chapter 53, Property Code; and
    - B. execute a performance bond in an amount equal to the amount of the contract for the protection of CapMetro and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents; and
  - 19.2 Provide to CapMetro a notice of commencement (the "**Notice**") at least ninety (90) days before the date the construction, alteration, or repair of any improvement to the Authorized Track Area begins. The Notice must:
    - A. identify the public property where the work will be performed;
    - B. describe the work to be performed;
    - C. state the total cost of the work to be performed;
    - D. include copies of the performance and payment bonds required under Subsection (a) above; and
    - E. include a written acknowledgment signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

## **VIII. Disabled Equipment, Derailments, Grade Crossing Accidents**

1. RPI is responsible for any disabled equipment and any derailments, and grade crossing accidents that occur involving RPI while RPI is operating on the track. Should any of the incidents in this Section occur RPI will first take any and all reasonable actions to ensure the safety of persons, property, and equipment. RPI will then immediately notify CapMetro's Railroad dispatcher, and those individuals designated by CapMetro to receive notice and CapMetro's Freight Rail Operator, and any other appropriate governmental agencies by radio, telephone, or facsimile transmission. RPI will provide CapMetro a written report regarding the incident within twenty-four (24) hours of the occurrence. The written report will include: a description of the occurrence; how it occurred; proposed remedial actions; requirements for restoration and clean up; and RPI's plans, if appropriate, for repair.
2. RPI will be solely responsible for the cost of (1) moving, removing, or rerailing any of its equipment, and (2) the cost of making all repairs to the track or track support structures damaged through the fault of RPI and resulting from the accident, derailment, or disabled equipment, and will reimburse CapMetro for the cost thereof upon demand. CapMetro's placement or replacement of components of track, or track support structures, will become a part of the track, or track support structures, and RPI shall not have any ownership claim thereto.

## **IX. Insurance and Waiver of Subrogation**

### **1. Insurance.**

- 1.1 RPI will be responsible for setting its own requirements, if any, for the kind and amounts of insurance to be carried by its subcontractors in excess of the insurance required by CapMetro.
- 1.2 During the term of this Agreement RPI will maintain the following date-specific insurance (90-day term) for the days of operations and furnish evidence of the same in a form satisfactory to CapMetro:
  - a. Comprehensive Railroad Liability Insurance with minimum Bodily Injury, Property Damages, having a combined Single limit of \$1,000,000 for each occurrence. Such coverage shall include premises and operations, explosion, collapse, and underground hazards, broad form property damage, independent contractors, personal injury, and contractual liability coverage. Coverage must not contain any exclusion for performance of operations within the vicinity of any railroad bridge, trestle, track roadbed, tunnel, underpass, or crossways. RPI will be responsible for procuring and retaining the minimum coverage of \$1,000,000 having a maximum \$50,000 retention and having the waivers of exclusion provisions stated herein without regard to the cost of such coverage.
  - b. Business automobile liability insurance for all owned, non-owned, and hired vehicles that are used in the furtherance of this Agreement with minimum coverage of \$1,000,000.
  - c. All such insurance shall include CapMetro as an additional insured.
  - d. The required insurance must be written by a company having a Texas State Board of Insurance rating of AA or better and authorized to do business in Texas at the time the policy is issued.
  - e. RPI will not cause any insurance to be canceled nor permit any insurance to lapse. All such policies obtained by RPI shall contain a clause stating that the policy shall not be canceled, reduced, restricted, or limited until thirty (30) days after CapMetro has received written notice.
  - f. RPI shall be responsible for any self-insured retention stated in the policies, but no retention will exceed \$50,000 per occurrence.
2. Notwithstanding anything in this Agreement to the contrary, RPI will not conduct operations under this Agreement unless it has the liability and other insurance described in this Agreement.
3. **Insurance Reporting Requirements.** RPI will be responsible for the following:
  - 3.1 Providing written notification within a twenty-four (24) hour period of any accident or physical damage or personal loss resulting from any accident or incident occurring under the execution of this Agreement. An accident includes any claim or incidence of personal loss or physical contact that occurs between a service vehicle and any other object, vehicle, or person.
  - 3.2 Providing an electronic copy of the operator and supervisor reports to the CapMetro Risk Manager. The signed original operator and supervisor reports must be forwarded to the CapMetro Risk Manager within two (2) business days. Both reports must include an accident sketch detailing the specific facts of the accident, including, but not limited to the:
    - A. date and time of accident
    - B. location of accident
    - C. accident description
    - D. parties involved and contact information
    - E. individuals injured and/or transported
    - F. passenger and witness comment cards
    - G. photos and videos

In the event of any fatality, pedestrian accident, bicycle accident or other Code Ten accident, RPI will, at a minimum, immediately contact the representatives designated by CapMetro in writing from time to time, along with contact phone numbers.

4. **Waiver of Subrogation.** TO THE EXTENT AS PERMITTED BY LAW, RPI WAIVES ALL RIGHTS OF RECOVERY AGAINST CAPMETRO (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF CAPMETRO) BY WAY OF SUBROGATION OR OTHERWISE, AND

AGREES TO RELEASE CAPMETRO FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING RPI AT THE TIME OF SUCH LOSS OR DAMAGE WOULD BY INSURANCE REQUIRED TO BE MAINTAINED UNDER THIS AGREEMENT BY RPI, WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF CAPMETRO OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. ITS IS THE EXPRESS INTENT OF CAPMETRO AND RPI THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS PARAGRAPH APPLY TO ALL MATTERS DISCUSSED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CAPMETRO OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. RPI shall obtain a waiver of subrogation from its insurers and shall endorse its insurance policies to reflect such waiver of subrogation.

## **X. Indemnification**

- 1.1 RPI HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CAPMETRO AND ITS FREIGHT RAIL OPERATOR AND THEIR AFFILIATES', OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, CUSTOMERS, INVITEES AND GUESTS (CAPMETRO AND EACH SUCH PERSON OR ENTITY IS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL DAMAGES DIRECTLY OR INDIRECTLY RESULTING FROM, RELATED TO, ARISING OUT OF OR ATTRIBUTABLE TO ANY ACTION, INACTION, BREACH, INACCURACY, FAILURE TO PERFORM, FAILURE TO COMPLY, DEFAULT, VIOLATION, INTERFERENCE WITH, TERMINATION OR CANCELLATION BY OR THROUGH THE RPI OR ANY SUBCONTRACTOR, OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, SUCCESSOR, ASSIGNEE, CUSTOMER, INVITEE, OR GUEST OF RPI OR ANY SUBCONTRACTOR OF RPI. CAPMETRO AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS UNDERSTAND AND AGREE THAT THE NON-PROFIT CORPORATION KNOWN AS RAILROAD PARTNERS, INC. (RPI) ALONE IS RESPONSIBLE FOR THE PAYMENT OF ANY FUNDS DUE, OR TO BE DUE TO CAPMETRO OR ANY OF THE AFOREMENTIONED PERSONS OR ENTITIES UNDER THIS AGREEMENT.**
- 1.2 FOR PURPOSES OF THIS AGREEMENT, (I) "DAMAGES" MEANS ANY AND ALL DIRECT OR INDIRECT LOSSES, DAMAGES (INCLUDING WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES), LIABILITIES, PAYMENTS, OBLIGATIONS, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES OF WHATEVER KIND, INCLUDING, WITHOUT LIMITATION, FEES AND EXPENSES OF ATTORNEYS, ACCOUNTANTS, AND OTHER PROFESSIONAL ADVISORS AND OF EXPERT WITNESSES AND OTHER COSTS (INCLUDING, WITHOUT LIMITATION, THE ALLOCABLE PORTION OF ANY INDEMNIFIED PARTY'S INTERNAL COSTS) RESULTING FROM, RELATED TO, ARISING OUT OF, ATTRIBUTABLE TO WITH ANY ACTION OR THREATENED ACTION OF ANY KIND OR NATURE WHATSOEVER, (II) "LIABILITIES" MEANS ANY AND ALL LIABILITIES OR OBLIGATIONS, WHETHER KNOWN OR UNKNOWN, ASSERTED OR UNASSERTED, ABSOLUTE OR CONTINGENT, MATURED OR UNMATURED, CONDITIONAL OR UNCONDITIONAL, LATENT OR PATENT, ACCRUED OR UNACCRUED, LIQUIDATED OR UNLIQUIDATED, OR DUE OR TO BECOME DUE, (III) "ACTION" MEANS ANY ACTION, APPEAL, PETITION, PLEAS CHARGE, COMPLAINT, CLAIM, SUIT, DEMAND, LITIGATION, MEDIATION, HEARING, INQUIRY, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING, (IV)**

**“THREATENED” MEANS A DEMAND OR STATEMENT HAS BEEN MADE (ORALLY OR IN WRITING) OR A NOTICE HAS BEEN GIVEN (ORALLY OR IN WRITING), OR ANY OTHER EVENT HAS OCCURRED OR ANY OTHER CIRCUMSTANCES EXIST THAT WOULD LEAD A PRUDENT PERSON OR ENTITY TO CONCLUDE THAT AN ACTION OR OTHER MATTER IS LIKELY TO BE ASSERTED, COMMENCED, TAKEN OR OTHERWISE PURSUED IN THE FUTURE, (V) “LAW” MEANS ANY LAW (STATUTORY, COMMON, OR OTHERWISE), CONSTITUTION, TREATY, CONVENTION, ORDINANCE, EQUITABLE PRINCIPLE, CODE, RULE, REGULATION, EXECUTIVE ORDER, OR OTHER SIMILAR AUTHORITY ENACTED, ADOPTED, PROMULGATED, OR APPLIED BY ANY GOVERNMENTAL BODY, EACH AS AMENDED AND NOW AND HEREINAFTER IN EFFECT, (VI) “GOVERNMENTAL BODY” MEANS ANY LEGISLATURE, AGENCY, BUREAU, BRANCH, DEPARTMENT, DIVISION, COMMISSION, COURT, TRIBUNAL, MAGISTRATE, JUSTICE, MULTI-NATIONAL ORGANIZATION, QUASI-GOVERNMENTAL BODY, OR OTHER SIMILAR RECOGNIZED ORGANIZATION OR BODY EXERCISING SIMILAR POWERS OR AUTHORITY, (VII) “ORDER” MEANS ANY ORDER, RULING, DECISION, VERDICT, DECREE, WRIT, SUBPOENA, MANDATE, PRECEPT, COMMAND, DIRECTIVE, CONSENT, APPROVAL, AWARD, JUDGMENT, INJUNCTION, OR OTHER SIMILAR DETERMINATION OR FINDING BY, BEFORE, OR UNDER THE SUPERVISION OF ANY GOVERNMENTAL AUTHORITY, ARBITRATOR, OR MEDIATOR, (VIII) “PERMIT” MEANS ANY PERMIT, LICENSE, CERTIFICATE, APPROVAL, CONSENT, NOTICE, WAIVER, FRANCHISE, REGISTRATION, FILING, ACCREDITATION, OR OTHER SIMILAR AUTHORIZATION REQUIRED BY ANY LAW, GOVERNMENTAL BODY, OR AGREEMENT, AND, (IX) ANY “PERSON” MEANS ANY INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY, CORPORATION, ASSOCIATION, JOINT STOCK COMPANY, TRUST, ENTITY, JOINT VENTURE, LABOR ORGANIZATION, UNINCORPORATED ORGANIZATION, OR GOVERNMENTAL BODY.**

- 1.3 IF ANY ACTION IS COMMENCED THAT MAY GIVE RISE TO A CLAIM FOR INDEMNIFICATION (AN “INDEMNIFICATION CLAIM”) BY ANY INDEMNIFIED PARTY AGAINST RPI, THEN SUCH INDEMNIFIED PARTY WILL PROMPTLY GIVE NOTICE TO RPI AFTER SUCH INDEMNIFIED PARTY RECEIVES NOTICE OF SUCH ACTION. FAILURE TO NOTIFY RPI WILL NOT RELIEVE RPI OF ANY LIABILITY THAT IT MAY HAVE TO ANY INDEMNIFIED PARTY, EXCEPT TO THE EXTENT THE DEFENSE OF SUCH ACTION IS MATERIALLY AND IRREVOCABLY PREJUDICED BY THE INDEMNIFIED PARTY’S FAILURE TO GIVE SUCH NOTICE.**
- 1.4 RPI WILL HAVE THE RIGHT TO DEFEND AGAINST AN INDEMNIFICATION CLAIM, WITH COUNSEL OF ITS CHOICE THAT IS SATISFACTORY TO THE INDEMNIFIED PARTY, IF (I) WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF NOTICE OF THE INDEMNIFICATION CLAIM, RPI NOTIFIES THE INDEMNIFIED PARTY IN WRITING THAT THE RPI WILL INDEMNIFY THE INDEMNIFIED PARTY IN WRITING THAT THE RPI WILL INDEMNIFY THE INDEMNIFIED PARTY FROM AND AGAINST THE ENTIRETY OF ANY DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RESULTING FROM, RELATING TO, ARISING OUT OF, OR ATTRIBUTABLE TO THE INDEMNIFICATION CLAIM, (II) THE RPI PROVIDES THE INDEMNIFIED PARTY WITH EVIDENCE REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTY THAT RPI WILL HAVE THE FINANCIAL RESOURCES TO DEFEND AGAINST THE INDEMNIFICATION CLAIM AND PAY, IN CASE, ALL DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RESULTING FROM, RELATING TO, ARISING OUT OF, OR ATTRIBUTABLE TO THE INDEMNIFICATION CLAIM, (III) THE INDEMNIFICATION CLAIM INVOLVES ONLY MONEY DAMAGES AND DOES NOT SEEK AN INJUNCTION OR OTHER EQUITABLE**

RELIEF, (IV) SETTLEMENT OF, OR AN ADVERSE JUDGMENT WITH RESPECT TO, THE INDEMNIFICATION CLAIM IS NOT IN THE GOOD FAITH JUDGMENT OF THE INDEMNIFIED PARTY LIKELY TO ESTABLISH A PRECEDENTIAL CUSTOM OR PRACTICE MATERIALLY ADVERSE TO THE CONTINUING BUSINESS INTERESTS OF THE INDEMNIFIED PARTY, AND (V) RPI CONTINUOUSLY CONDUCTS THE DEFENSE OF THE INDEMNIFICATION CLAIM ACTIVELY AND DILIGENTLY.

- 1.5 SO LONG AS RPI IS CONDUCTING THE DEFENSE OF THE INDEMNIFICATION CLAIM IN ACCORDANCE WITH THE IMMEDIATELY PRECEDING SECTION, (I) THE INDEMNIFIED PARTY MAY RETAIN SEPARATE CO-COUNSEL AT ITS SOLE COST AND EXPENSE AND PARTICIPATE IN THE DEFENSE OF THE INDEMNIFICATION CLAIM, (II) THE INDEMNIFIED PARTY WILL NOT CONSENT TO THE ENTRY OF ANY ORDER WITH RESPECT TO THE INDEMNIFICATION CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF RPI (NOT TO BE WITHHELD UNREASONABLY), AND (III) RPI WILL NOT CONSENT TO THE ENTRY OF ANY ORDER WITH RESPECT TO THE INDEMNIFICATION CLAIM WITHOUT THE PRIOR WRITTEN CONSENT OF THE INDEMNIFIED PARTY (NOT TO BE WITHHELD UNREASONABLY, PROVIDED THAT IT WILL NOT BE DEEMED TO BE UNREASONABLE FOR AN INDEMNIFIED PARTY TO WITHHOLD ITS CONSENT (IV) WITH RESPECT TO ANY FINDING OF OR ADMISSION (V) OF ANY BREACH OR VIOLATION OF ANY LAW, ORDER OR PERMIT, (VI) OF ANY VIOLATION OF THE RIGHTS OF ANY PERSON, OR (VII) WHICH INDEMNIFIED PARTY BELIEVES COULD HAVE AN ADVERSE EFFECT ON ANY OTHER ACTIONS TO WHICH THE INDEMNIFIED PARTY OR ITS AFFILIATES ARE PARTY OR TO WHICH INDEMNIFIED PARTY HAS A GOOD FAITH BELIEF IT OR ANY OF ITS AFFILIATES MAY BECOME PARTY, OR (VIII) IF ANY PORTION OF SUCH ORDER WOULD NOT REMAIN SEALED. IF ANY CONDITION IN THE IMMEDIATELY PRECEDING SECTION IS OR BECOMES UNSATISFIED, (I) THE INDEMNIFIED PARTY MAY DEFEND AGAINST, AND CONSENT TO THE ENTRY OF, ANY ORDER WITH RESPECT TO AN INDEMNIFICATION CLAIM IN ANY MANNER IT MAY DEEM APPROPRIATE (AND THE INDEMNIFIED PARTY NEED NOT CONSULT WITH, OR OBTAIN ANY CONSENT FROM, RPI IN CONNECTION THEREWITH), (II) RPI WILL JOINTLY AND SEVERALLY BE OBLIGATED TO REIMBURSE THE INDEMNIFIED PARTY PROMPTLY AND PERIODICALLY FOR THE DAMAGES RELATING TO DEFENDING AGAINST THE INDEMNIFICATION CLAIM, AND (III) RPI WILL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RELATING TO THE INDEMNIFICATION CLAIM TO THE FULLEST EXTENT PROVIDED IN THIS INDEMNIFICATION.
- 1.6 RPI HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY GOVERNMENTAL BODY, ARBITRATOR, OR MEDIATOR IN WHICH AN ACTION IS BROUGHT AGAINST ANY INDEMNIFIED PARTY FOR PURPOSES OF ANY INDEMNIFICATION CLAIM THAT AN INDEMNIFIED PARTY MAY HAVE UNDER THIS AGREEMENT WITH RESPECT TO SUCH ACTION OR THE MATTERS ALLEGED THEREIN, AND AGREES THAT PROCESS MAY BE SERVED ON THE RPI WITH RESPECT TO SUCH CLAIM ANYWHERE IN THE WORLD.
- 1.7 THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS AGREEMENT WILL BE APPLICABLE WHETHER OR NOT THE SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE OF ANY INDEMNIFIED PARTY IS ALLEGED OR PROVEN. RPI AND CAPMETRO AGREE THAT ALL OF THE PROVISIONS OF THE IMMEDIATELY PRECEDING SENTENCE ARE CONSPICUOUS.
- 1.8 RPI HEREBY AGREES TO RELEASE CAPMETRO, AND FURTHER AGREES TO

**INVESTIGATE, INDEMNIFY, DEFEND AND HOLD HARMLESS CAPMETRO FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, COURT COSTS, OTHER LITIGATION COSTS, AND ATTORNEYS, FEES) AS A RESULT OF ANY DISCHARGE, LEAKAGE, SPILLAGE, EMISSION OR POLLUTION, ENVIRONMENTAL DAMAGE, CAUSED WHOLLY OR PARTIALLY BY RPI'S EXERCISE OF THE RIGHTS GRANTED TO RPI IN THIS AGREEMENT, EXCEPT TO THE EXTENT THAT ANY SUCH LIABILITY, COST, OR EXPENSE ARISES FROM THE NEGLIGENCE OR THE WILLFUL MISCONDUCT OF CAPMETRO OR SOME OTHER THIRD PARTY UNRELATED TO RPI, REGARDLESS OF WHETHER SUCH LIABILITY, COST OR EXPENSE ARISES DURING THE TIME THIS AGREEMENT IS IN EFFECT OR THEREAFTER.**

- 1.9 RPI's obligations to defend, indemnify and hold the harmless CapMetro shall survive the expiration or earlier termination of this Agreement.**

## **XI. General Terms and Conditions**

**1.Default and Remedies.** RPI will be in default of this Agreement if it fails to do any of the following:

**1.1** Provide Motorcar Rail Service in a manner that complies with the following:

- 1.1.2** The terms and conditions of this Agreement;
- 1.1.3** applicable FRA requirements;
- 1.1.4** applicable requirements of any applicable government regulatory agency;
- 1.1.5** Operate only on or in the Authorized Track Area;
- 1.1.6** Obtain, carry, or maintain insurance coverage specified by this Agreement. If RPI insurance coverage lapses, for any reason, CapMetro may, in its sole discretion, immediately suspend RPI's operations until such time that coverage is restored. If RPI does not restore coverage within thirty (30) calendar days of the written notice of suspension, CapMetro may, in its sole discretion, with written notice, immediately terminate this Agreement;
- 1.1.7** Obtain or maintain all licenses, permits or other approvals that are required by law; and
- 1.1.8** Comply with federal, state, or local laws, rules, regulations, and ordinances, or Freight Rail Operator's General Orders.

- 2. Breach.** RPI will be in default of this Agreement if it fails to perform the terms of this Agreement or if it commits a breach of any requirements of this Agreement.
- 3. Notice and Cure.** In the case of default, CapMetro will provide a written notice to cure to RPI that describes the nature of the default. RPI will have thirty (30) calendar days from the date of CapMetro notice to cure to remedy the default. If RPI does not cure the default within thirty (30) calendar days from the notice to cure, CapMetro may immediately terminate this Agreement, without penalty. The cure period may be extended by the mutual written consent of both parties to this Agreement.
- 4. Payment of Amounts Due.** It is the intention of the parties that the term "volunteer" includes directors and officers of RPI to the extent they render services for or on behalf of RPI, and do not receive compensation in excess of reimbursement for reasonable expenses incurred. It is also the intention of the parties that the term volunteers have the meaning prescribed by, as well as, the protections and exemptions provided by, the Charitable Immunity and Liability Act. TEX. CIV. PRAC. & REM. CODE. CH. 84. CapMetro understands and agrees that RPI is responsible for the payment of any funds due, or to be due to CapMetro, under this Agreement.
- 5. No Signs and Construction.** RPI will not place, or allow, any advertisements, signs, graffiti, or construction on any land in the Authorized Track Area, CapMetro structures, or CapMetro ROW, without the prior written approval of CapMetro.
- 6. Mass Transit and Freight Rail Service.** CapMetro may, in its sole discretion, institute Mass Transit Service and Freight Rail Service operations on portions of the track or track structure within the Authorized Track Area that are



not currently operating thereon. In the event that CapMetro institutes Mass Transit Service operations in the Authorized Track Area, CapMetro may schedule, reschedule, or assume dispatch control over Motorcar Rail Service, as applicable.

- 7. Mass Transit and Freight Rail Priority.** RPI understands and agrees that CapMetro's Mass Transit operations have the highest priority with respect to the joint use of any track or track structure located within the geographic area that CapMetro provides service; this includes, but is not limited to, the Authorized Track Area. RPI agrees to modify, reschedule, reconstruct, relocate, or remove its facilities, at its sole cost, if CapMetro determines that RPI's facilities, use of the track, or use of the track support structures, interfere with or are inconsistent with Mass Transit use or CapMetro's preparation for Mass Transit use or Freight Rail Service.
- 8. Federal Interest.** RPI understands and agrees that upon written notice to CapMetro, the federal government may suspend or terminate all or part of this Agreement without recourse if it finds that property, facilities, or equipment subject to this Agreement are utilized in such a manner so as to adversely affect the federal interest or to impair the use of property, facilities, or equipment funded by the federal government in such a manner as to inhibit the use of such property, facilities, or equipment for mass transportation purposes. The provisions of the Offers of Contractual Assistance executed by CapMetro and identified as FTA Project TX-050130 are incorporated herein by reference and made a part hereof. RPI acknowledges that it has read, is familiar with, and accepts the provisions of the offers of Contractual Assistance, executed by CapMetro and identified as FTA Project TX-05-01 30.
- 9. Assignment.** RPI may not assign, license, sublease, sell, or transfer any rights or obligations under this Agreement without the prior written consent of CapMetro; any attempt by RPI to do so shall be void. CapMetro may assign all its rights, interests, and obligations under this Agreement to a subsequent purchaser as a part of any sales transaction regarding the Authorized Track Area without the prior written consent of RPI. This Agreement is not intended, nor shall it be construed to be for the benefit of any person or entity not a party this Agreement.
- 10. Notices.** Any formal notices or filings required or permitted under this Agreement unless otherwise specifically provided, will be in writing and will be served by certified mail, return receipt requested, to the addresses set out below. All notices shall be deemed to be received three (3) working days after the date of receipt on the certified mail return receipt; whether or not the notice is actually received by the party to whom the notice is addressed. Notice or payments delivered by any other method will be deemed delivered only if and when received by the receiving party. The job titles indicated below, or their successor positions, unless otherwise specifically indicated, are the designated representatives for each entity.

RPI:

Railroad Partners, Inc.  
10057 Palomino Canyon  
Converse, TX 78109  
ATTN: President

CapMetro:

CapMetropolitan Transportation Authority 2910  
E. 5th Street  
Austin, TX 78702  
ATTN: Vice President of Rail Operations

With copy to:

CapMetropolitan Transportation Authority 700  
Lavaca, Suite 1400  
Austin, TX 78701  
ATTN: Chief Counsel

11. **Deadlines.** When any provision herein requires a task, activity, or act be performed within a designated number of days, unless otherwise specifically stated, the prescribed time period for performance of such task, activity or act will be calculated on the basis of calendar days.
12. **Independent Contractor. CapMetro and RPI.** For all purposes of this Agreement, RPI is an independent contractor and is not an employee, partner, joint venturer, or agent of CapMetro. RPI will not bind nor attempt to bind CapMetro to any agreement or contract.
13. **Brokers.** Each party represents and warrants to the other that no broker, agent or finder negotiated or was instrumental in negotiating or consummating this Agreement.
14. **Jurisdiction and Venue.** All provisions of this Agreement shall be construed in accordance with the laws of the State of Texas and venue shall be in Travis County.
15. **Severability.** If any part of this Agreement is for any reason held to be unenforceable, the rest of the Agreement remains fully enforceable.
16. **Waiver.** If either party fails to require the other to perform any terms of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's default or breach of a term, that waiver is not treated as waiving a later breach of the term.
17. **Amendments.** Any alterations, additions, or deletions to the terms of this Agreement must be in writing by mutual agreement of the parties, except when the terms of this Agreement expressly provide that another method will be used.
18. **Regulatory Changes.** The parties agree that changes in the state, federal or local laws or regulations pertaining to this Agreement that occur during the term of this Agreement are automatically incorporated into, and become part of this Agreement, without written amendment, and is effective on the date specified by the law or regulation.
19. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties with respect to the subject matter. It supersedes any prior written or oral agreements or communications between the parties. It may not be modified except in writing signed by the parties.
20. **Successors and Representatives.** This Agreement binds and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and (where permitted) assignees.
21. **Including.** Unless the context requires otherwise, the term "including" means "including but not limited to."
22. **Headings.** Headings are for convenience only and do not affect the interpretation of this Agreement.
23. **Counterparts; Electronic Signatures; Acknowledgements.** ( a ) This Agreement and all documents to be executed in connection with the transaction contemplated by this Agreement (each, a "Document") may be executed in several counterparts, each of which shall be deemed an original, but all of the counterparts together shall constitute one Document. In addition, an electronic signature or initials (as applicable, a "Signature"), whether digital or encrypted (including without limitation a Signature effected by DocuSign or similar service or by any other means of electronic signature), of a party included in such Document shall have the same force and effect as that party's manual, original signature. A party's delivery of a Document, whether bearing that party's original signature or electronic Signature, by facsimile transmission, or by attachment to or contained in electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a Document, will have the same effect as that party's physical delivery of the paper Document bearing that party's original signature or electronic Signature. No party shall object to any remote acknowledgement by a licensed notary or other duly authorized official that is otherwise legally valid under the law applicable to the respective Document. (b) Notwithstanding the foregoing, no party shall be obligated to accept any method of execution, including without limitation those set forth in clause (a) above, as an original if applicable laws require that such Document have an original signature (*e.g.*, recorded documents in jurisdictions that do not allow documents with electronic Signatures to be recorded)..
24. **Remedies.** All rights and remedies provide in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to CapMetro, whether provided by law, equity, statute, or otherwise. The election of any one or more remedies CapMetro will not constitute a waiver of the right to pursue other available remedies.

- 25. Representations and Warranties.** RPI represents, warrants, and covenants that: (a) it has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement; and (b) it is in compliance with all applicable laws related to such performance.
- 26. Signatories.** The person signing on behalf of RPI represents himself or herself and RPI that he or she is a duly authorized representative to execute this Agreement.
- 27. Term or Provision.** No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation for a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- 28. Attorneys' Fees.** In the event CapMetro finds it necessary to employ legal counsel to enforce its rights under this Agreement, or to bring an action of law, or other proceeding against RPI to enforce any of the terms, covenants, or conditions herein, RPI shall pay to CapMetro its reasonable attorneys' fees and expenses regardless of whether suit is filed.
- 29. Governmental Entity.** CapMetro is a governmental entity and nothing in this Agreement shall be deemed a waiver of any rights or privileges under this law.
- 30. Time of the Essence.** Time is of the essence for all delivery, performance, submittal, and completion dates in this Agreement.
- 31. No Partnership.** This Agreement does not intend to, and nothing contained in this Agreement shall create any partnership, joint venture or other equity type agreement between CapMetro and RPI.

## **XII. Federal Notices**

- A. Non-Discrimination.** RPI shall not discriminate or permit discrimination against any person or organization because of race, sex, color, age, religion, sex, or national origin or for any reason prohibited by law.
- B. Americans with Disability Act.** RPI will comply fully with all provisions of Public Law 101-336, Americans with Disabilities Act of 1990 to the extent applicable.
- C. Compliance with Environmental Standards.** RPI shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Act, as amended.

## **XIII. DTPA Waiver**

RPI HEREBY REPRESENTS AND WARRANTS TO CAPMETRO THAT (A) RPI IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION, (B) RPI REPRESENTED BY LEGAL COUNSEL, AND (C) IT IS NOT A "CONSUMER" WITHIN THE MEANING OF THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17, SECTION 17.41, ET SEQ., OF THE TEXAS BUSINESS AND COMMERCE CODE, AS AMENDED, SUPPLEMENTED, MODIFIED, RECODIFIED, AND/OR REPLACED ON ONE OR MORE OCCASIONS, OR ANY SIMILAR STATE STATUTE RELATING TO THE PROTECTION OF CONSUMERS (COLLECTIVELY, THE "DTPA"). RPI ACKNOWLEDGES THAT IF ANY DTPA IS APPLICABLE TO THIS AGREEMENT, THEN RPI, AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, HEREBY VOLUNTARILY WAIVES AND RELEASES ALL OF ITS RIGHTS AND REMEDIES UNDER ANY DTPA THAT MAY BE APPLICABLE TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT AND COVENANTS NOT TO SUE CAPMETRO UNDER SUCH DTPA. RPI REPRESENTS AND WARRANTS THAT ITS ATTORNEY WAS NOT, DIRECTLY OR INDIRECTLY, IDENTIFIED, SUGGESTED, OR SELECTED BY ANY CAPMETRO. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

#### XIV. OFAC Compliance

RPI hereby warrants and represents that: (a) neither RPI nor any of its affiliates does business with, sponsors, or provides assistance or support to, the government of, or any person located in, any country, or with any other person, targeted by any of the economic sanctions of the United States administered by The Office of Foreign Assets Control (“**OFAC**”); RPI is not owned or controlled (within the meaning of the regulations promulgating such sanctions or the laws authorizing such promulgation) by any such government or person; and any payments and/or proceeds received by RPI under the terms of the Original Agreement will not be used to fund any operations in, finance any investments or activities in or make any payments to, any country, or to make any payments to any person, targeted by any of such sanctions; (b) no funds tendered to CapMetro by RPI under the terms of the Original Agreement are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws; (c) neither RPI, nor any person controlling, controlled by, or under common control with, RPI, nor any person having a beneficial interest in RPI, nor any person for whom RPI is acting as agent or nominee, nor any person providing funds to RPI in connection with the Original Agreement (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws; (ii) has been assessed civil or criminal penalties under any Anti-Money Laundering Laws; (iii) has had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws; (iv) is a person or entity that resides or has a place of business in a country or territory which is designated as a Non-Cooperative Country or Territory by the Financial Action Task Force on Money Laundering, or whose subscription funds are transferred from or through such a jurisdiction; (v) is a “Foreign Shell Bank” within the meaning of the Patriot Act (i.e., a foreign bank that does not have a physical presence in any country and that is not affiliated with a bank that has a physical presence and an acceptable level of regulation and supervision); (vi) is a person or entity that resides in, or is organized under the laws of, a jurisdiction designated by the Secretary of the Treasury under Section 311 or 312 of the Patriot Act as warranting special measures due to money laundering concerns; (vii) is an entity that is designated by the Secretary of the Treasury as warranting such special measures due to money laundering concerns; or (viii) is a person or entity that otherwise appears on any US.-government provided list of known or suspected terrorists or terrorist organizations. For purposes of this representation, the term “**Anti-Money Laundering Laws**” shall mean all laws, regulations and executive orders, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a financial institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations, and sanctions shall include, without limitation, the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the “**Patriot Act**”), Executive Order 13224, the Bank Secrecy Act, 31 U.S.C. Section 531 et seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., the OFAC-administered economic sanctions, and laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957. RPI has reviewed the OFAC website, and conducted such other investigation as it deems necessary or prudent, prior to making these representations and warranties.

*Signature Page Follows*

The parties consider this Agreement to be executed by their duly authorized representatives on the Effective Date.

**CAPMETROPOLITAN  
TRANSPORTATION AUTHORITY**

**RAILROAD PARTNERS, INC**

By: \_\_\_\_\_  
Muriel Friday  
Vice President, Rail Operations

By: \_\_\_\_\_  
Leland Stewart  
Director of Railroad Partners, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A – Services to be Provided**

As part of the consideration for the grant of the license to RPI, RPI agrees to perform the following services:

- 1.** Perform five hundred (500) hours of Brush Management per year along the Authorized Track Area, including clearing of brush and weed prevention.
  - 1.1** RPI shall maintain vegetation on authorized out of service track area. Spraying shall not take place on days with winds, or wind gusts, in excess of ten (10) mph. Spraying shall be planned such that application will follow manufacturer's product instructions, including weather conditions. RPI shall take all necessary steps to protect any environmentally sensitive areas.
  - 1.2** RPI shall at each side of every at-grade crossing, control the grass and brush growing from right-of-way to right-of-way adjacent to the at-grade crossing.
  - 1.3** RPI shall comply with all federal, state and local laws, ordinances, and regulations related to brush and weed control. Contractor shall be responsible for any fines or penalties levied for failure to comply.
  - 1.4** Chemical treatment shall be used with full environmental impact awareness and in accordance with the manufacturer's instructions. Application of chemical agents shall be in conformance with all applicable laws and regulations. RPI is specifically liable for damage claims attributed to chemical application, and any such claims received by CapMetro will be referred to RPI. RPI shall obtain all permits for chemical application.
  - 1.5** Vegetation control includes mechanical or manual removal of brush and grass, which is not controlled by chemical application.
- 2.** Promptly inform CapMetro of any damage, vandalism, or theft on the track.
- 3.** Submit a monthly report that will include the following:
  - a. Total number to RPI Personnel that have been active for the month;
  - b. Total number of hours worked by RPI's personnel for the month personnel hours;
  - c. Total amount of Right of Way brush management completed;
  - d. Pictures of work completed, before and after; and
  - e. Any unusual conditions (including pictures) found along the right of way that are within the Authorized Track Area, including but not limited to, washouts, track damage, missing grade crossing signs, vandalism, and unauthorized fencing across the Right of Way.

**Exhibit B – Job Briefing Attendance Sheet**

**Exhibit B**

Railroad Partners, Inc.

**Safety Briefing Checklist**

New: 2/2/09

|  |       |      |   |        |
|--|-------|------|---|--------|
| Safety/Excursion Coordinator:                            |       |      |   |        |
|  |       |      |   |        |
| Trip#:   | Date: |      | Lead Car                                      |        |
|  |       |      | DISCUSSION TOPICS:                            | YES NO |
| General Scope of Trip                                    |       |      |   |        |
| Station Stops  |       |      |   |        |
| Participant Issues (ADA, spec. needs, etc.)              |       |      |   |        |
| Movement @ Restricted Speed                              |       |      |   |        |
| Known Safety Hazards (weather, crossings, traffic, etc.) |       |      |   |        |
| Safety Equipment   |       |      |   |        |
| Means of Emergency Communication                         |       |      |   |        |
| CPR/1st Aid Trained Persons                              |       |      |   |        |
| Crossing Flaggers  |       |      |   |        |
| Crew properly rested                                     |       |      |   |        |
|  |       |      | ENROUTE CHECKS                                | YES NO |
| Crew Assignments / Flaggers                              |       |      |   |        |
| Facilities Enroute                                       |       |      |   |        |
| Onboard Emergency Tools                                  |       |      |   |        |
|  |       |      |   |        |
|  |       |      | LATEST INSTRUCTIONS ISSUED                    | YES NO |
| Mandatory Notices, Timetables, etc.                      |       |      |   |        |
| NARCOA Rule Book   |       |      |   |        |
| Local Emergency Response Instructions                    |       |      |   |        |
| Host Railroad Instructions                               |       |      |   |        |
|  |       |      | WRITTEN DIRECTIVES                            | YES NO |
| Address / Date   |       |      |   |        |
| Total Number of Items                                    |       |      |   |        |
| Number of Speed Restrictions                             |       |      |   |        |
| Speed Restriction and Locations                          |       |      |   |        |
| M of W Restriction and Locations                         |       |      |   |        |
| Dispatcher's Initials / OK Time                          |       |      |   |        |
| Main Track Authority                                     |       |      |   |        |
|  |       |      |   |        |
|  |       |      | OTHER INSTRUCTIONS                            | YES NO |
| Cover Complete Route                                     |       |      |   |        |
| Hi-Rail / Car Restrictions                               |       |      |   |        |
| Grade Crossing Protection                                |       |      |   |        |
| Other Notices and Restrictions                           |       |      |   |        |
| RR Specific General Orders                               |       |      |   |        |
| Subdivision General Orders                               |       |      |   |        |
| Breakdown Time Rule                                      |       |      |   |        |
|  |       |      |   |        |
| Operators Briefed  | Date  | Time |   |        |
|  |       |      |   |        |
|  |       |      |   |        |
|  |       |      |   |        |
|  |       |      |   |        |
|  |       |      |   |        |
|  |       |      |   |        |
|  |       |      |   |        |
|  |       |      | Relieving Coordinators Signature, Date, Time: |        |



In case of doubt, always take the safe course - do an additional briefing with the crew. The E/C is responsible for ensuring all crewmembers participate in a Job Briefing and note when done. This form is to be retained by the RPI Safety Coordinator.

***End of Exhibits for Agreement***



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Operations, Planning and Safety Committee **Item #:** AI-2023-778

**Agenda Date:** 3/18/2024

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## Monthly Operations Update