

**INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
CENTER FOR URBAN TRANSPORTATION RESEARCH
FOR
OPERATOR TRAINING PROGRAM EVALUATION**

This Interlocal Cooperation Agreement (this “**Agreement**”) is entered into by and between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**CapMetro**”) and Center for Urban Transportation Research (“**CUTR**”), established at the University of South Florida organized under the laws of the State of Florida. CapMetro and CUTR are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**”.

RECITALS

1. WHEREAS, CapMetro and CUTR seek to collaborate on research related to public transportation operations, with a specific focus on evaluating, developing, and enhancing bus operator training programs;
2. WHEREAS, the parties recognize that effective bus operator training is critical to ensuring passenger safety, service reliability, operator well-being, and overall system performance;
3. WHEREAS, the parties believe that such collaboration will serve the public interest by improving operational training and safety and by supporting an efficient, proactive and safe work environment as it relates to bus service;
4. The Parties' execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

Now therefore, in consideration of mutual covenants and agreements herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

AGREEMENT

1. **Scope of Work.** The CUTR shall conduct a comprehensive evaluation of CapMetro bus operator training program at CapMetro’s facilities in Austin, Texas. In accordance with the scope of work attached hereto and incorporated for all purposes.
2. **Term and Termination.** The term of this Agreement (“**Term**”) will be commence on May 20, 2025, (“**Effective Date**”) and will remain in effect through the completion of the services. Either Party may terminate this Agreement, in whole or part, without cause, upon thirty (30) days’ prior written notice.

3. Financial Terms.

- a. **Contract Amount.** The total Agreement amount that CapMetro will pay for operator training program evaluation will not exceed a total of Forty-Nine Thousand, Seven Hundred Eighty-Nine Dollars and 00/100 (\$49,789.00) (the “Contract Amount”).
- b. **Invoices.** CUTR will submit one invoice to CapMetro for the Contract Amount upon completion and written acceptance of the report by CapMetro. Invoices shall be sent to the below address:

Capital Metropolitan Transportation Authority
Attn: Accounts Payable
2910 E. 5th Street
Austin, TX 78702

Or email to ap_invoices@capmetro.org

- c. **Payment.**

- i. CapMetro will remit payments to CUTR – University of South Florida. Payments will be made in accordance with, and otherwise subject to, Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). Payments made under this Agreement will fairly compensate Performing Party for the services performed.
- ii. This Agreement is dependent upon the availability of CapMetro funding. CapMetro’s payment obligations are payable only from current funds appropriated and available for the Agreement. CapMetro will provide CUTR written notice if it fails to appropriate funds to pay the amounts due under this Agreement. CapMetro will also notify CUTR as soon as practicable if there is a reduction of the appropriated funds necessary for CUTR to perform under this Agreement.

4. General Terms and Conditions

- a. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties. CapMetro’s authorized representative will have the authority to negotiate and execute amendments to this Agreement without further action from the CEO or action from the CapMetro Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective governing bodies, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.
- b. **Maintenance of Records.** CapMetro and CUTR will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.

c. **Publicity Releases.** All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Agreement which CUTR desires to make for the purposes of publication in whole or in part, shall be subject to approval by Capital Metro prior to release.

d. **Confidential Information.**

- i. Confidential Information It is contemplated that the disclosing party ("Discloser") may be disclosing certain confidential and/or proprietary information to the receiving party ("Recipient") unknown to the general public (hereinafter referred to as "Confidential Information"). The parties agree that the terms of this Section shall apply to any confidential and/or proprietary information that may be disclosed under this Agreement, and that such Confidential Information shall be used solely for the benefit of Discloser ("Purpose"). Recipient acknowledges that the above-described Confidential Information is confidential and/or proprietary to Discloser and is claimed to be a valuable, special, and unique asset of Discloser.
- ii. Identification of Confidential Information. Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Agreement if such Confidential Information;
 - has been, is now, or later becomes publicly available through no fault of Recipient;
 - has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;
 - has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
 - was known to Recipient prior to the date it received such Confidential Information from Discloser;
 - has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential information, and can be so proven by written records; or
 - that must be disclosed pursuant to law or court order, including Texas Government Code Chapter 552, provided the Receiver shall, whenever practicable, promptly notify Discloser.
- iii. Protection of Confidential information. For a period of three (3) years from the date any such Confidential Information is disclosed, Recipient will:
 - Maintain the Confidential Information in confidence;
 - Not use any such Confidential Information received from Discloser except for the above-stated Purpose;
 - Disclose such Confidential Information received from Discloser only to its employees that have a need to know such Confidential Information in order to fulfill the Purpose; and

- Not disclose any portion of the Confidential information received from Discloser to any third party without the prior written consent of Discloser, even if such third party is under similar restriction on disclosure with Discloser.
- iv. Recipient agrees to use the same degree of care to protect the confidentiality of all Confidential information it receives as it uses to protect its own confidential and proprietary information which it does not wish to have published or disseminated. However, in no event shall Recipient use less than a reasonable degree of care to protect the Confidential Information received from Discloser. Recipient further agrees that without Discloser's written consent, Recipient will not electronically record any conversation or meeting with Discloser personnel or photograph any Discloser facility or premises.
 - v. Notice of Legal Action. If Recipient is under a legal obligation to disclose Confidential Information received under this Agreement, Recipient will use reasonable efforts to promptly provide notice to Discloser, and, to the extent permitted by applicable law and authorized by the Office of the Attorney General of the State of Texas will cooperate with Discloser to protect Confidential Information.
 - vi. Miscellaneous Requirements for Confidential Information. All Confidential information disclosed under this Agreement shall remain the property of Discloser. At Discloser's request, all Confidential Information received by Recipient in tangible form shall be promptly returned or destroyed. Nothing in this Section shall be construed as granting a license to any patent or copyright. The disclosure of Confidential Information shall likewise not be construed as any representation, warranty, assurance, or inducement by either Party with respect to infringement of any patent or other proprietary right.
- e. **Liability.** TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT EACH PARTY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE INTENTIONAL, WRONGFUL, NEGLIGENCE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT AND AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.
 - f. **Force Majeure.** Except as otherwise provided, neither Party is liable for any delay in, or failure of performance, or a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, or the common enemy, or the result of war, riot, civil corruption, sovereign conduct, strikes, fires, explosions or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.
 - g. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code ("Texas Public Information Act")

and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of the other Party. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this Agreement.

- h. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
- i. **Successors and Assigns.** This Agreement may be not assigned, in whole or in part, by either Party without prior written consent of the other Party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors (if any).
- j. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.
- k. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
- l. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever or no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all provisions of this Agreement, which will remain of full force and effect.
- m. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.
- n. **Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Either Party may change its address for notice by written notice to the other Party.

CUTR : Center of Urban Transportation Research

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

- o. **Sovereign Immunity.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
- p. **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.
- q. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties to the subject matter contained in this Agreement. In the event of any conflict or inconsistency between this Agreement and any other document, the terms of this Agreement shall prevail.

[Signatures Page Follows]

In Witness Whereof, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives to be effective as of the Effective Date.

Capital Metropolitan Transportation Authority

By: _____
Name: _____
Title: _____
Date: _____

Center for Urban Transportation Research

By: _____
Name: _____
Title: _____
Date: _____

Scope of Services

CapMetro Operator Training Program Evaluation

Austin, Texas



Prepared for:
Capital Metropolitan Transportation Authority (CapMetro)

Prepared by:



Stephanie Lewis, Workforce Development Project Manager
Center for Urban Transportation Research
University of South Florida
Tampa, FL

March 4, 2025



CUTR.USF.EDU



UNIVERSITY of
SOUTH FLORIDA

Scope of Work

The Center for Urban Transportation Research (CUTR) at the University of South Florida will examine and evaluate Capital Metropolitan Transportation Authority's (CapMetro) training program at its location in Austin, Texas. Tasks will include reviewing written policies, standard operating procedures, training curriculum (initial and refresher), and other training or safety material. Part of this process will be to interview staff members associated with training and safety. Additionally, bus operators and dispatch staff will be included in the request for interviews. CUTR will send two staff persons to conduct an onsite training program evaluation during normal business hours for a total of total 32 hours onsite. CUTR will coordinate with CapMetro staff to develop the daily agendas for this effort. The onsite evaluation will include random ride along, pre- and post- trip inspection observations, interview with training personnel (classroom and line instructors), and bus operators (based on years of service).

Following the site visit CUTR project staff will complete a final written report, with program improvement recommendations, and provide this report to CapMetro officials.

~~This effort will be administered through a USF CUTR purchase order from CapMetro to the University of South Florida.~~ The approach, schedule, budget, project team, and effort to support this scope are provided below.

Objective

The overall objective of the scope of work is to assist CapMetro with identifying areas within their operational training and provide recommendations and examples of how CapMetro can improve within these areas to support an efficient, proactive, and safe work environment relating to bus service and improve operational safety.

Content

Task 1 – Kick-off Meeting

The team will conduct a kick-off meeting with pertinent personnel outlining what the process will be, addressing any areas of concern as identified by the CapMetro staff. Discussion will focus on the process and overall goal of the scope. CUTR will use this engagement to establish initial observations related to training and the safety culture of the agency.

Task 2 – Evaluation of Existing Bus Operator Training Curriculum (Initial and Refresher)

CapMetro will provide the team with a copy of the bus operator training curriculum (participant and instructor manuals), training agenda (initial and refresher), bus operator handbook, and work rules to analyze the topics and content included. The agency will provide CUTR with six months of their Monthly Safety Reports to review areas needing refresher training and potential topics to be expanded within their new bus operator training program.

The team will review the training curriculum in the following areas:

- a) Introduction to the operations of a fixed route bus (operations and maneuvering)
- b) Defensive driving

- c) Accidents, incidents, and handling emergencies
- d) Fatigue awareness and fitness for duty
- e) Boarding and alighting passengers
- f) Security threat and awareness
- g) Distracted driving
- h) Bus operation and equipment familiarization
- i) Driving conditions (i.e., nighttime, inclement weather driving)
- j) Bicycle and pedestrian awareness
- k) Passenger assistance and securement
- l) Drug awareness training (60-minute requirement 655.14(b1))
- m) Speed and braking
- n) American with Disabilities Act (ADA)
- o) Pre- and post- trip inspections
- p) Customer service and de-escalation techniques
- q) Behind the wheel training
- r) Non-punitive employee reporting
- s) Agency specific policies and procedures

CapMetro will provide the following additional documents for review

- Public Transportation Agency Safety Plan (PTASP)
- Six-months of monthly safety reports to review safety assurance and safety promotion
- Pre- and post- trip inspection form
- Driver skills evaluation form

Task 3 – Onsite Review

CUTR will conduct a 4-day onsite visit to Austin, Texas. A sample agenda with activities is provided below:

- Day 1: Interviews, Pre- and Post- Trip Inspection Observation, Onsite Document Review
- Day 2: AM Ride along, Training Program Evaluation, Training Staff Interviews
- Day 3: Training Program Observation, PM Ride Along
- Day 4: Interviews, Pre- and Post- Trip Inspection Observation, Wrap-Up

CUTR onsite staff will need access to the appropriate CapMetro safety/operational staff during the hours of the onsite visit to facilitate the dissemination and coordination of information relating to the above activities. CUTR staff will randomly select routes for ride alongs.

Task 4 – Final Report

Following the review of the curriculum CUTR project staff will complete a final written report and provide this report to CapMetro officials. The report will identify best practices and process improvement recommendations based on the program evaluation.

Task 5 – Final Project Presentation

The CUTR project staff will travel to Austin to deliver a final project presentation to discuss key findings, process improvements recommendations, and best practices following the report delivery.

Delivery Schedule

CUTR will coordinate with the CapMetro officials to establish a start date for this effort and to develop the on-site schedule for each day. CUTR training cannot commence until a fully executed contract agreement and subsequent task work order is in place, signed by all parties.

CUTR Major Activities and Deliverables

1. Kick-off Meeting
2. Conduct a site visit at CapMetro to observe the current training activities while underway
3. Speak to key staff members to obtain the culture and delivery style of trainers
4. Final Report: Training Curriculum Analysis

Project Budget and Invoicing

REQUEST FOR RESEARCH PROPOSAL - BUDGET SHEET		
Project Title: CapMetro Operator Training Program Evaluation		
Duration of Project: May 1, 2025 - April 30, 2026		
Staff Member	Role on Project	Total
Labor Expenses		
Stephanie Lewis	Project Manager	\$2,726
Gennaro Saliceto	Curriculum Review, Site Visit & Final Report	\$11,308
Roberta Yegidis	Curriculum Review, Site Visit & Final Report	\$12,864
Lisa Staes	Safety Report Analysis & Final Report	\$2,167
Jodi Godfrey	Safety Report Analysis & Final Report	\$4,067
Subtotals Labor	Hours	467
	Salary & Benefits	\$33,132
Other Expenses		
Travel		\$6,692
Task Subtotals \$6,692		
Totals		
Subtotal of All Expenses		\$39,824
Indirect Costs 25%		\$9,956
Total Project Cost		\$49,780
Please note that the loaded hourly rates were calculated for proposal costing purposes only. The University of South Florida assigns payroll on a percent distribution basis to appropriate funding sources. The percent distribution is reflected in the University’s official payroll and general ledger records, which are used to support all project invoices. Totals rounded to the nearest dollar for accounting purposes.		

Note: This is a firm fixed price contract and invoicing will commence upon completion and acceptance of the written report.

Project Schedule

The tasks described in this scope of services will be completed on or before **July 2025**.

Lead Personnel

Stephanie Lewis, M.Ed., is an Instructional Designer/Media Specialist with a wide range of skills in online and instructor led course development, webinar coordination, video production, and multimedia design. She has a strong technical background and provides technical support for online and instructor led training. Ms. Lewis employs the ADDIE design model and Bloom's Taxonomy in designing and developing online and instructor led courses. She specializes in curriculum development, webinar coordination, and conference/workshop planning. Most recently, Ms. Lewis coordinated and executed the development of The Art of Defusing Conflict: De-Escalation Techniques for Transit Operators training. Through her experience in her current position, she has a broad working knowledge of all aspects of transit including safety, training, maintenance, and operations. Ms. Lewis will be the project manager for this activity, responsible project contracting, oversight and invoicing.

Lisa Staes is the Associate Director of the Center for Urban Transportation Research (CUTR) She was appointed by U.S. Department of Transportation Secretary, Pete Buttigieg to the Transit Advisory Committee for Safety (TRACS) and serves at its vice chair, is the chair of TRB's Standing Committee on Transit Safety and Security (AP080), Advisory Board Member of Elsevier's Transportation Research Interdisciplinary Perspectives Journal, and former chair of APTA's Bus Safety Committee. She is currently conducting two transit assault research projects – FTA's Transit Worker and Rider Safety research project and a second for the Mineta Transportation Institute focused on mental health and associated contributors to assault events. She was also CUTR's project manager for FTA's Transit Standards Development Research and is now a consultant for APTA managing FTA's current Transit Standards Development Program. She also serves as the project manager for FTA's Safety Research Demonstration Evaluation programs, where she is actively involved in transit research and stakeholder involvement activities. She was the lead consultant on TCRP Synthesis SA-38 – *Successful Practices and Training Initiatives to Reduce Transit Bus Accidents and Incidents at Transit Agencies*, TCRP Synthesis SA-45 – *Onboard Technologies to Prevent Transit Bus Incidents*, and TCRP F-27 – *Characteristics and Elements of Non-Punitive Employee Safety Reporting for Public Transportation*. Sample research topics include transit assaults, collision/crash energy management for transit buses, mitigations for rail trespassing and suicides, fitness for duty/fatigue risk management, simulator training and its impact on transit safety, training and certificate programs and elements of success, rural and senior mobility initiatives, and other topics. Additional research and program management information can be found [here](#).

Roberta Yegidis is an affiliate member of CUTR's faculty and is an instructor for this course. She has an extensive background in public transportation operations and safety, including most recently her position as Chief Operating Officer (COO) of the Greater Bridgeport Transit Authority (GBTA). In her role as COO of GBTA, Roberta implemented an Accident Investigation Program and created a System Safety and Security Program Management Plan, covering two (2) campuses. She also reduced FMLA absences, workers' compensation and disability claims. She is a Transportation Safety Institute Associated Staff Instructor and provides several training courses for CUTR including "Transit Dispatch

and Supervisor Training” and “Policies, Procedures, and Work Rules.” Roberta is also a Certified Transit Manager and Certified Safety and Security Officer through the Community Transportation Association of America (CTAA).

Gennaro “Rino” Saliceto is currently a Transportation Safety and Security Specialist at the Center for Urban Transportation Research. Prior to joining CUTR, Rino was the Safety, Security, and Training Coordinator for Space Coast Area Transit. He has over twenty years of experience in safety, security, and training. He started his career as a Lieutenant in the Italian Army, where he was responsible for safety, security and training for the transportation department in his battalion. Once honorably discharged from the Army, he moved to Spain where he continued to work in the transportation field as a consultant in safety, security, and training for Public Transport in Valencia. There he was appointed as the Director of the Transportation Center that provided consultant services. In 2009, Rino moved to the United States where he continued his career as the Transportation Supervisor for Key West Transit in Key West, Florida.

Jodi Godfrey is a Senior Research Associate at the Center for Urban Transportation Research (CUTR) at the University of South Florida (USF), where she works on the Transit Safety and Workforce Development Program. Ms. Godfrey received her bachelor’s and master’s degrees in civil engineering from USF. Jodi is the secretary of the Transportation Research Board’s (TRB) Standing Committee on Transit Safety and Security (AP080), a member of the TRB’s Committee of Light Rail Transit Systems (AP075), and the secretary of the APTA Bus Safety Committee. Ms. Godfrey has published work related to employee safety reporting, crashworthiness and crash energy management of transit buses, onboard technologies to reduce accidents and incidents, National Household Travel Survey trend data analysis, the role of public transit in natural disaster response, attracting and retaining women in the transportation industry, training initiatives to reduce accidents and incidents, and more.

Contact Information

CUTR Principal Investigator

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Tampa, Florida 33620-5375
O: (813) 974-1123
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CapMetro Contact

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Program Coordinator
CapMetro, Safety Department
2910 E. 5th Street, Austin, TX 78702
Phone: (512) 618-8218