



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

2910 East 5th Street  
Austin, TX 78702

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**Wednesday, March 12, 2025**

**12:30 PM**

**Rosa Parks Boardroom**

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

**I. Call to Order**

**II. Public Comment**

**III. Action Items**

1. Approval of minutes from the February 12, 2025 Operations, Planning and Safety Committee meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to implement the June 2025 Service Changes.
3. Approval of a resolution updating the Charter Statement for the Operations, Planning and Safety Committee.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an encroachment agreement with the City of Pflugerville on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new storm water drainage infrastructure related to construction of CapMetro's new North Base Demand Response Facility.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute the granting of a restrictive covenant to the City of Austin on CapMetro-owned property located on 25 acres of land at 10805 Cameron Road, Austin, Texas for the purpose of creating an Integrated Pest Management plan for an onsite stormwater infrastructure.
6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Trapeze Software Group, Inc., dba Vontas for replacement of the CapMetro computer aided dispatch / automatic vehicle location (CAD/AVL) system, for a two (2) year base period and three (3) one-year option periods for a grand total not to exceed amount of \$9,190,649 which includes 10% contingency.

7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with the Texas Department of Information Resources (DIR) Interlocal Contract No. DIR-SS-ILC0030 held by DIR and CapMetro for Shared Technology Services to renew Salesforce CRM Software licensing for one (1) year for a total amount not to exceed \$435,699.
8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an interlocal agreement (ILA) with the City of Austin to support the connection of public safety dispatch radio consoles and other equipment to the GATRRS Master Site network for an estimated amount not to exceed \$140,000 during the term of the ILA.

#### **IV. Presentations**

1. Executive Operations, Planning and Safety Update - March 2025  
Update on Q1 agency performance, recent activities, personnel changes, communications and public outreach.

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

*The Board of Directors may go into closed session under the Texas Open Meetings Act. In accordance with Texas Government Code, Section 551.071, consultation with attorney for any legal issues, under Section 551.072 for real property issues; under Section 551.074 for personnel matters, or under Section 551.076, for deliberation regarding the deployment or implementation of security personnel or devices; arising regarding any item listed on this agenda.*



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Operations, Planning and Safety Committee **Item #:** AI-2025-1415

**Agenda Date:** 3/12/2025

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Approval of minutes from the February 12, 2025 Operations, Planning and Safety Committee meeting.



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

2910 East 5th Street  
Austin, TX 78702

Wednesday, February 12, 2025

12:30 PM

Rosa Parks Boardroom

**I. Call to Order**

12:53 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 comments.

**III. Action Items**

1. Approval of minutes from the December 9, 2024 Operations, Planning and Safety Committee meeting.

A motion was made by Vela, seconded by Ellis, that this Resolution 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 second amended and restated Interlocal Agreement (ILA) between CapMetro and the City of Austin for the expansion and electrification of the Bikeshare Program for an initial three-year term with operations and maintenance and capital contributions from the City in amounts not to exceed \$750,000 and \$3,600,000 respectively, and other contributions outlined in the ILA, with options to extend the ILA through FY2034.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the action item agenda to the Board of Directors, due back on 2/24/2025. 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 The eConsortium Group for network monitoring software, for the term of five (5) years payable in yearly installments with the total amount not to exceed \$934,812.

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 2/24/2025. 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 finalize and execute a contract with Everon, LLC. for the replacement of the physical access control system at 18 CapMetro sites for an amount not to exceed \$419,225.

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 2/24/2025. 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 Storm Water Drainage Easements, Water Easements, and a Wastewater Easement to the City of Austin for the North Base Demand Response Capital Improvement Project at 10805 Cameron Road, Austin, Texas.

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 2/24/2025. 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 blanket electric utility easement to the City of Austin on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new electric utility service for CapMetro's new North Base Demand Response Facility, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the utility infrastructure.

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 2/24/2025. 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 amendments to two leases with 3423 Holdings LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745, extending the leases through December 31, 2025 for a total amount not to exceed \$222,799.

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 2/24/2025. 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 GALLS, LLC for uniform services for a base term of one (1) year including four (4) option years, with 10% (\$522,651) in contingency, for a total amount not to exceed \$5,749,160.

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 2/24/2025. The motion carried by the following vote:

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

#### **IV. Presentations**

1. Executive Operations, Planning and Safety Update - February 2025  
*Update on recent activities, statistical data, personnel changes, communications, public outreach, Accessible Wayfinding, and CapMetro Expo and Pleasant Valley Rapid service.*

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

#### **VI. Adjournment**

1:48 p.m. Meeting Adjourned

#### **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.*

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Operations, Planning and Safety Committee **Item #:** AI-2025-1429

**Agenda Date:** 3/12/2025

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to implement the June 2025 Service Changes.

**FISCAL IMPACT:**

Funding for this action is available in the FY2025 Capital Budget.

**STRATEGIC PLAN:**

Strategic Goal Alignment:

1. Customer

Strategic Objectives:

- A. Provide reliable and safe transit service.
- B. Maintain a high-quality customer experience.

**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, June, and August to coincide with local school and university calendars. In the interim months between service change implementations, CapMetro continuously seeks and invites year-round feedback from the community.

**COMMITTEE RECOMMENDATION:**

This agenda item was presented at the Operations, Planning and Safety Committee meeting and at a public hearing on March 12, 2025. In addition, this agenda item will be presented to the full board on March 24, 2025.

**EXECUTIVE SUMMARY:**

The following is a high-level summary of the proposed minor service changes for June 2025. These changes



are focused on minor adjustments to support day-to-day service. Future service changes could include more substantial service adjustments and various scenario options will be considered as part of our ongoing [Transit Plan 2035 <https://www.capmetro.org/transit-plan-2035>](https://www.capmetro.org/transit-plan-2035) process.

- Summer Service Adjustments - Typical transition to summer service levels will occur on UT Shuttle routes and select trips on local routes.
- Minor Rail Schedule Adjustments - Rail on weekdays and/or Saturdays may receive minor schedule adjustments to ensure more efficient and reliable service.
- Minor Bus Schedule and Stop Adjustments - To improve on-time performance, reliability and better serve customers, select routes may receive minor adjustments to their schedules and/or stops. This does not impact route locations.

The proposed changes would be in accordance with CapMetro's proposed FY 2025 budget. 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 throughout this process to ensure we are meeting our community's needs. If approved, the changes would be implemented on Sunday, June 1, 2025.

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-2025-1429**

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, the proposed changes are focused on minor adjustments to support day-to-day service and improve on-time performance throughout the system, 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, and

WHEREAS, a public hearing was held on March 12, 2025.

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 June 2025 Service Changes described in the attached memo beginning Sunday, June 1, 2025.

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

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

To: CapMetro Board of Directors  
From: Sharmila Mukherjee, EVP, Chief Strategic Planning and Development Officer  
Date: February 6, 2025  
Re: Proposed June 2025 Service Changes

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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. In the interim months between service change implementations, CapMetro continuously seeks and invites year-round feedback from the community.

The service change process is guided by the 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/service-change](http://capmetro.org/service-change).

## Summary of Proposed Changes & Process

The following is a high-level summary of the proposed minor service changes for June 2025. These changes are focused on minor adjustments to support day-to-day service. Future service changes could include more substantial service adjustments and various scenario options will be considered as part of our ongoing [Transit Plan 2035](#) process.

- **Summer Service Adjustments** – Typical transition to summer service levels will occur on UT Shuttle routes and select trips on local routes.
- **Minor Rail Schedule Adjustments** – Rail on weekdays and/or Saturdays may receive minor schedule adjustments to ensure more efficient and reliable service.
- **Minor Bus Schedule and Stop Adjustments** – To improve on-time performance, reliability and better serve customers, select routes may receive minor adjustments to their schedules and/or stops. This does not impact route locations.

In addition to the proposed changes outlined above, CapMetro is closely coordinating with partner agencies and monitoring projects that may impact CapMetro services, including I-35 construction and significant renovations of the Austin Convention Center. Any impacts to the Red Line service due to construction of these projects and potential mitigation options may be added to a future service change.

The proposed changes would be in accordance with CapMetro’s proposed FY 2025 budget. This service change includes minor adjustments proposed for the system.<sup>1</sup> Although a Title VI analysis is not

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<sup>1</sup> 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.

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 throughout this process to ensure we are meeting our community's needs. If approved, the changes would be implemented on Sunday, June 1, 2025.

## Engagement

The proposed June 2025 Service Changes process includes a public involvement plan to notify key stakeholders and communities and solicit input from potentially impacted riders. Community engagement will kick off on February 24. Input will also be solicited from advisory committees, customers, school communities, operators, among others. As part of our commitment to public involvement, the community will have an additional opportunity to engage by providing a formal comment opportunity on the proposed service changes during a scheduled public hearing on March 12, 2025, before the board considers action on this item. Engagement efforts will be summarized, and community feedback will be reviewed prior to bringing the service change proposal to the board for approval on March 24, 2025. Once the proposed changes are finalized after board review, we will promote final decisions on service through communications and marketing materials.

## Regional Coordination

Collaborating with regional partners and member cities is essential to achieving CapMetro's vision. Together, we address concerns, assess service effectiveness, and work toward shaping a prosperous transit landscape for our region. The proposed June 2025 Service Changes aim to improve day-to-day service throughout our system, ensuring the schedule is reliable for customers and reflects regional feedback and conditions. 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. Staff recently engaged with our regional partners to discuss scheduling and service planning needs in the near term and the longer term through Transit Plan 2035. Recent initiatives, including the launch of Pickup Decker via Travis County's Transit Development Plan and the expansion of the Pickup Leander zone, have garnered predominantly positive responses from the community and our regional partners. Staff continues to engage with elected and city leadership in Lago Vista about potential future adjustments to service, to be informed by the analysis and outcomes of Lago Vista's Comprehensive Plan and CapMetro's Transit Plan 2035, in addition to joint community engagement efforts. We continue to work with each jurisdiction to understand their feedback, evaluate existing and future services, model any potential service adjustment scenarios, and address issues as part of the Service Changes and Transit Plan 2035 processes. Staff will also coordinate with the Regional Planning team on communicating proposed service changes and upcoming Transit Plan 2035 progress to help facilitate an exchange of information and understanding among our regional partners and address any concerns.

## Transit Plan 2035

[Transit Plan 2035](#) is underway to evaluate the entire system and will yield an initial set of scenario options for which CapMetro will engage the community around the Central Texas region, culminating in phased recommendations over the next 5-10 years. Following the Plan's adoption in late 2025, a series of service change proposals will follow; and during each service change process, CapMetro will complete public engagement and board approval of each change prior to implementation. An additional memo update on Transit Plan 2035 will be provided in February 2025.

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

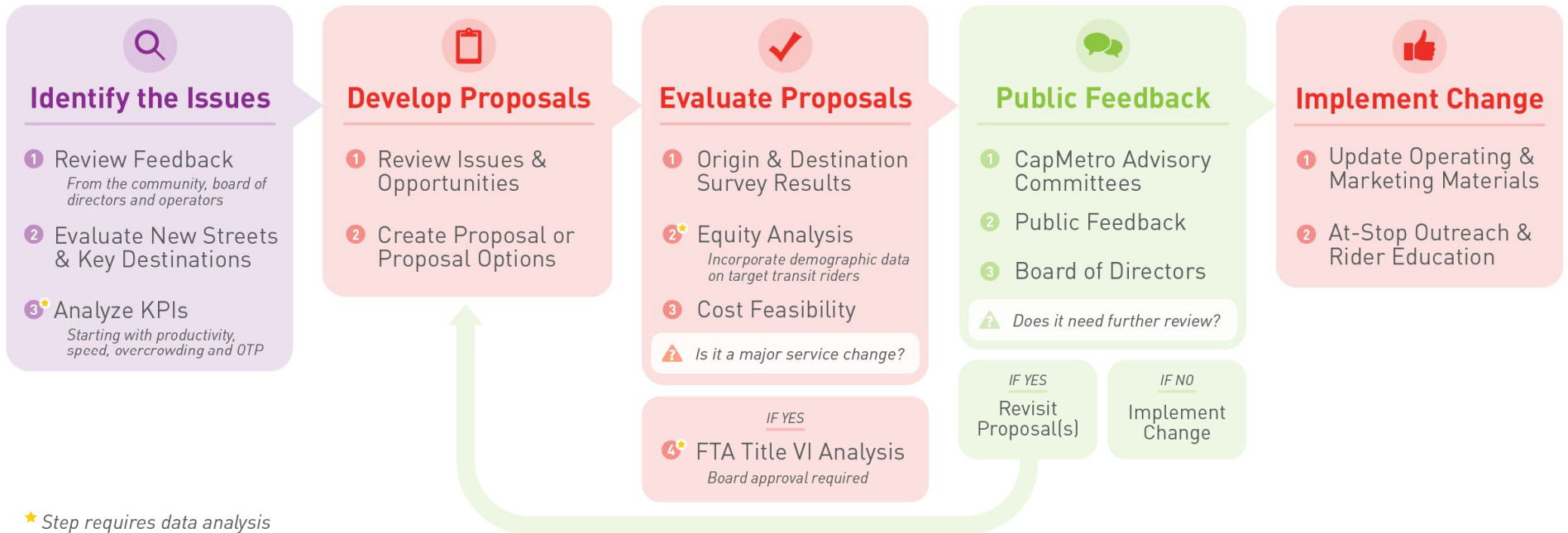
CapMetro

# June 2025 Service Changes

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*March 2025 Public Hearing*

# Service Evaluation Process



\* Step requires data analysis



# Proposed June 2025 Service Changes - Overview



- Summer Service Adjustments – Typical transition to summer service levels will occur on UT Shuttle routes and select trips on local routes.
- Minor Rail Schedule Adjustments – Rail on weekdays and/or Saturdays may receive minor schedule adjustments to ensure more efficient and reliable service.
- Minor Bus Schedule and Stop Adjustments – To improve on-time performance, reliability and better serve customers, select routes may receive minor adjustments to their schedules and/or stops. This does not impact route locations.

If approved, changes would be implemented on Sunday, June 1.



# Outreach & Public Feedback

February

- Board Memo
- Meetings with Stakeholders and Regional Partners
- Email to Contact Lists and Listserve
- Operator Notices
- Service Change Website with Comment Box

March

- On-Bus Brochure
- Customer Service Advisory Committee
- Access Committee
- MetroAlerts & Social Media
- Public Hearing
- Board Approval

Changes Implemented Sunday, June 1st, 2025

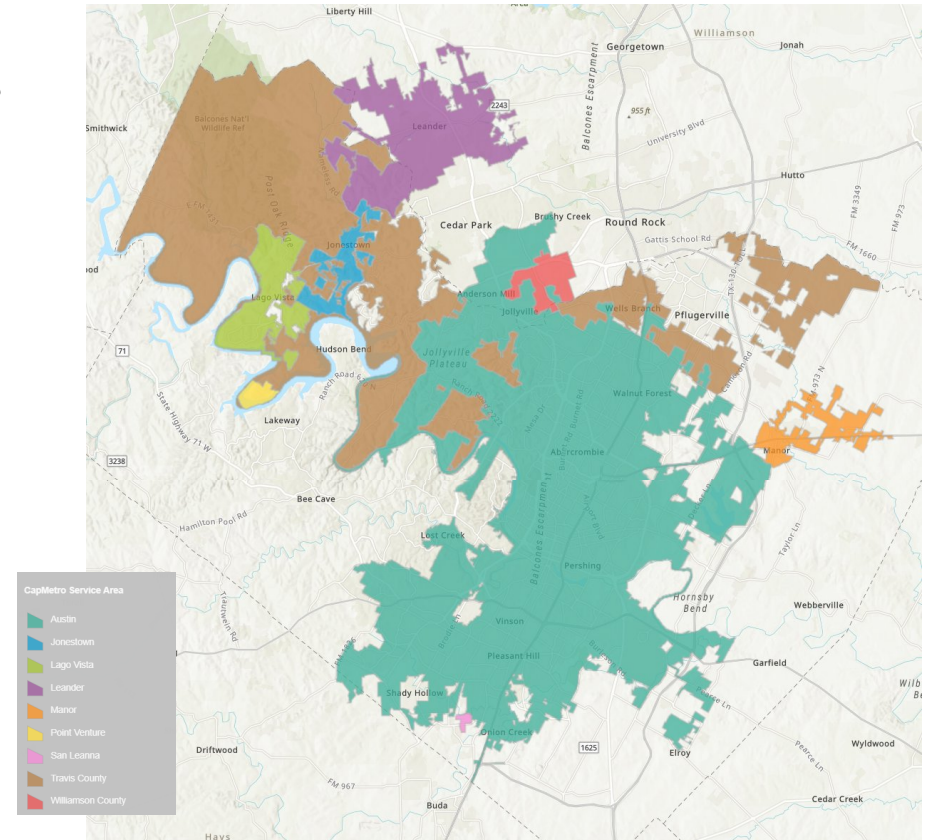
CapMetro

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# Regional Coordination

Ongoing collaboration with member cities and regional partners is essential to achieving CapMetro's vision for our entire service area.

- Planning staff meet with Government Affairs team members on a regular basis.
  - Positive feedback and excitement for the launch of Pickup Decker via Travis County's Transit Development Plan
  - Continued positive feedback from the expansion of Pickup Leander zone
  - Working with Lago Vista to discuss their needs as they work on their comprehensive plan
- Communicating proposed service changes
- Coordination throughout the Transit Plan 2035 process



# Look Ahead: Transit Plan 2035



- [Transit Plan 2035](#) is underway!
- Evaluating the entire system and will yield an initial draft plan
- CapMetro will engage the community around the Central Texas region (late Spring)
- Final product will be phased recommendations
- Adoption of the final plan anticipated in late 2025
- Service change proposals will implement Transit Plan recommendations

CapMetro

Thank you!

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Operations, Planning and Safety Committee **Item #:** AI-2024-1372

**Agenda Date:** 3/12/2025

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**SUBJECT:**

Approval of a resolution updating the Charter Statement for the Operations, Planning and Safety Committee.

**FISCAL IMPACT:**

This action has no fiscal impact.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

1. Internal/External Customer Service Excellence     2. Stakeholder Engagement  
 3. Financial and Environmental Sustainability     4. Staff Development     5. Agency Growth Management

**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:** CapMetro's two board committees assist the Board of Directors in providing strong governance and play a key advisory role to the full Board. Their expertise and in-depth look at issues before the Board is vital to our long-term strategic planning.

**BUSINESS CASE:** Does not apply

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval by the Operations, Planning and Safety Committee on March 12, 2025.

**EXECUTIVE SUMMARY:** In 2010, each of the committees of the Board of Directors adopted Committee Charter Statements defining their areas of responsibility. A periodic review of these charters was requested by the Board upon adoption and allows the committees to ensure that the charters still meet the needs and parameters of each committee. This charter was last reviewed by the Board in December, 2023.

After reviewing the Charter, staff's only recommendation is updating the name of the agency from "Capital Metro" to "CapMetro" to reflect current branding. No other substantive changes are suggested.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1372**

WHEREAS, the Board of Directors has established committees made up of members of the Board to consider specified areas of interest to the Authority; and

WHEREAS, the Board of Directors has adopted Committee Charter Statements that define the roles and responsibilities of each of these committees; and

WHEREAS, the Board of Directors desires to review the Committee Charter Statement to ensure that it reflects current roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors hereby updates the Committee Charter Statement for the Operations, Planning and Safety Committee to reflect the current branding of the agency's name from "Capital Metro" to "CapMetro".

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

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

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
OPERATIONS, PLANNING AND SAFETY COMMITTEE CHARTER**

**I. PURPOSE AND AUTHORITY**

The Operations, Planning and Safety Committee (the “OPS Committee”) has been established by the Capital Metropolitan Transportation Authority (“Capital Metro”) Board of Directors (the “Board”) to review and make recommendations to the full Board on policies and practices related to the efficient, safe, and reliable operation of the Capital Metro system and effective short and long-range planning for a sustainable Capital Metro.

The OPS Committee serves as an advisory committee to the Board which has the legal responsibility to make decisions and policies for Capital Metro.

**II. RESPONSIBILITIES**

The OPS Committee shall be responsible for:

- Overseeing short-range service planning and modification;
- Developing and making recommendations to the Board on long-range system planning and coordinating with external partners on regional planning initiatives;
- Reviewing and making recommendations to the Board on route standards and service standards;
- Monitoring performance indicators for service and operations, including but not limited to ridership, customer service and satisfaction, passenger and employee safety and security standards, and facility and vehicle maintenance;
- Making recommendations to the Board on system safety and security initiatives and plans to enhance organizational focus on safety and security and comply with applicable federal, state and local laws and regulations;
- Making recommendations to the Board on vehicle purchase and fleet management plans and other capital purchases related to operations;
- Overseeing facility and capital project design and construction programs;
- Recommending to the Board policies and processes designed to provide for effective and efficient IT governance;
- Reviewing and making recommendations to the Board on land use related to Capital Metro and property acquisition and disposal;
- Ensuring compliance with Title VI requirements;
- Overseeing the implementation of system start-ups; and
- Ensuring that all Capital Metro services operate effectively as an integrated transit system.

**III. MEMBERSHIP**

The OPS Committee shall consist of four (4) members of the Board. The Chairperson of the Board will nominate the OPS Committee Chairperson and members annually, subject to confirmation by the Board. The OPS Committee shall elect a Committee Vice Chairperson from its members at its first meeting of the year to perform the duties of the Chairperson in case of the absence, disability or disqualification of the Committee Chairperson.



#### **IV. MEETINGS**

The OPS Committee will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. All meetings will be conducted in accordance with the Texas Open Meetings Act, as applicable. Committee members are expected to attend each meeting. The OPS Committee may direct members of management, auditors, or others to attend meetings and provide pertinent information, as necessary. CapMetro staff will post meeting agendas and backup materials for Board members and the public to view no later than seven (7) calendar days before the committee meeting.

The OPS Committee shall take up and consider any other items as directed by the Chairperson of the Board.

ORIGINAL

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
OPERATIONS, PLANNING AND SAFETY COMMITTEE CHARTER**

**I. PURPOSE AND AUTHORITY**

The Operations, Planning and Safety Committee (the “OPS Committee”) has been established by the Capital Metropolitan Transportation Authority (“CapMetro”) Board of Directors (the “Board”) to review and make recommendations to the full Board on policies and practices related to the efficient, safe, and reliable operation of the Capital Metro system and effective short and long-range planning for a sustainable Capital Metro.

The OPS Committee serves as an advisory committee to the Board which has the legal responsibility to make decisions and policies for CapMetro.

**II. RESPONSIBILITIES**

The OPS Committee shall be responsible for:

- Overseeing short-range service planning and modification;
- Developing and making recommendations to the Board on long-range system planning and coordinating with external partners on regional planning initiatives;
- Reviewing and making recommendations to the Board on route standards and service standards;
- Monitoring performance indicators for service and operations, including but not limited to ridership, customer service and satisfaction, passenger and employee safety and security standards, and facility and vehicle maintenance;
- Making recommendations to the Board on system safety and security initiatives and plans to enhance organizational focus on safety and security and comply with applicable federal, state and local laws and regulations;
- Making recommendations to the Board on vehicle purchase and fleet management plans and other capital purchases related to operations;
- Overseeing facility and capital project design and construction programs;
- Recommending to the Board policies and processes designed to provide for effective and efficient IT governance;
- Reviewing and making recommendations to the Board on land use related to CapMetro and property acquisition and disposal;
- Ensuring compliance with Title VI requirements;
- Overseeing the implementation of system start-ups; and
- Ensuring that all CapMetro services operate effectively as an integrated transit system.

**III. MEMBERSHIP**

The OPS Committee shall consist of four (4) members of the Board. The Chairperson of the Board will nominate the OPS Committee Chairperson and members annually, subject to confirmation by the Board. The OPS Committee shall elect a Committee Vice Chairperson from its members at its first meeting following board action on annual committee appointments to perform the duties of the Chairperson in case of the absence, disability or disqualification of the Committee Chairperson.

#### **IV. MEETINGS**

The OPS Committee will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. All meetings will be conducted in accordance with the Texas Open Meetings Act, as applicable. Committee members are expected to attend each meeting. The OPS Committee may direct members of management, auditors, or others to attend meetings and provide pertinent information, as necessary. CapMetro staff will post meeting agendas and backup materials for Board members and the public to view no later than seven (7) calendar days before the committee meeting.

The OPS Committee shall take up and consider any other items as directed by the Chairperson of the Board.

**CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS  
OPERATIONS, PLANNING AND SAFETY COMMITTEE CHARTER**

**I. PURPOSE AND AUTHORITY**

The Operations, Planning and Safety Committee (the “OPS Committee”) has been established by the Capital Metropolitan Transportation Authority (“CapMetro”) Board of Directors (the “Board”) to review and make recommendations to the full Board on policies and practices related to the efficient, safe, and reliable operation of the Capital Metro system and effective short and long-range planning for a sustainable CapMetro.

The OPS Committee serves as an advisory committee to the Board which has the legal responsibility to make decisions and policies for CapMetro.

**II. RESPONSIBILITIES**

The OPS Committee shall be responsible for:

- Overseeing short-range service planning and modification;
- Developing and making recommendations to the Board on long-range system planning and coordinating with external partners on regional planning initiatives;
- Reviewing and making recommendations to the Board on route standards and service standards;
- Monitoring performance indicators for service and operations, including but not limited to ridership, customer service and satisfaction, passenger and employee safety and security standards, and facility and vehicle maintenance;
- Making recommendations to the Board on system safety and security initiatives and plans to enhance organizational focus on safety and security and comply with applicable federal, state and local laws and regulations;
- Making recommendations to the Board on vehicle purchase and fleet management plans and other capital purchases related to operations;
- Overseeing facility and capital project design and construction programs;
- Recommending to the Board policies and processes designed to provide for effective and efficient IT governance;
- Reviewing and making recommendations to the Board on land use related to CapMetro and property acquisition and disposal;
- Ensuring compliance with Title VI requirements;
- Overseeing the implementation of system start-ups; and
- Ensuring that all CapMetro services operate effectively as an integrated transit system.

**III. MEMBERSHIP**

The OPS Committee shall consist of four (4) members of the Board. The Chairperson of the Board will nominate the OPS Committee Chairperson and members annually, subject to confirmation by the Board. The OPS Committee shall elect a Committee Vice Chairperson from its members at its first meeting of the year to perform the duties of the Chairperson in case of the absence, disability or disqualification of the Committee Chairperson.

**IV. MEETINGS**

The OPS Committee will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. All meetings will be conducted in accordance with the Texas Open Meetings Act, as applicable. Committee members are expected to attend each meeting. The OPS Committee may direct members of management, auditors, or others to attend meetings and provide pertinent information, as necessary. CapMetro staff will post meeting agendas and backup materials for Board members and the public to view no later than seven (7) calendar days before the committee meeting.

The OPS Committee shall take up and consider any other items as directed by the Chairperson of the Board.

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an encroachment agreement with the City of Pflugerville on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new storm water drainage infrastructure related to construction of CapMetro’s new North Base Demand Response Facility.

**FISCAL IMPACT:**

Funding for this action is available in the FY2025 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:** Executing the encroachment agreement for storm water drainage for the North Base Demand Response Capital Improvement Project directly supports the agency's ability to construct this new operational facility and therefore fulfill key strategic goals and objectives.

The encroachment agreement allows Capital Metro to construct the new North Base Demand Response Capital facility which directly supports the agency's ability to provide an improved paratransit (ADA) and accessible transit system to the community. The encroachment agreement allows a financially responsible technical solution to be constructed for managing storm water runoff.

**BUSINESS CASE:** The approval of the storm water drainage encroachment agreement is proposed to provide a cost-effective technical solution to address storm water runoff from the Capital Metro project. Funding for this action is available in the FY2025 Capital Budget.

**COMMITTEE RECOMMENDATION:** The item was presented and recommended for approval by the Operations, Planning & Safety Committee on March 12, 2025.

**EXECUTIVE SUMMARY:** CapMetro is developing a new Demand Response operations maintenance facility located on 25 acres of land at 10805 Cameron Road, Austin, Texas. This parcel of land is owned by CapMetro and is currently undeveloped which requires new storm drain infrastructure. A surface storm drainage channel is proposed by CapMetro on the property to minimize impacts to Cameron Road and reduce capital cost. This surface channel is over the top of an existing easement granted to the City of Pflugerville in 2004 for their raw-water lines. The encroachment agreement is granted by the City of Pflugerville to allow CapMetro to construct the surface drainage channel and related storm water drainage infrastructure. CapMetro in return will waive railroad license fees where the City of Pflugerville's raw water lines cross CapMetro's railroad right-of-way locations.

**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-2025-1402**

WHEREAS, CapMetro is committed to providing safe, reliable, and accessible public transportation systems to serve the growing needs of the Austin community; and

WHEREAS, the new North Base Demand Response facility, located at 10805 Cameron Road, Austin Texas, is a key operations and maintenance facility that will provide enhanced paratransit (ADA) and pick-up services to the community; and

WHEREAS, the new facility proposes cost effective and efficient storm water drainage infrastructure within the City of Pflugerville’s existing utility easement;

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 an encroachment agreement with the City of Pflugerville on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new storm water drainage infrastructure related to construction of CapMetro’s new North Base Demand Response Facility and CapMetro will waive railroad license fees where the City of Pflugerville’s raw water lines cross CapMetro’s railroad right-of-way.

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

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





# North Base Demand Response Facility

## Encroachment Agreement with City of Pflugerville

### CapMetro Board Action

March 12, 2025

# Demand Response – Growing service



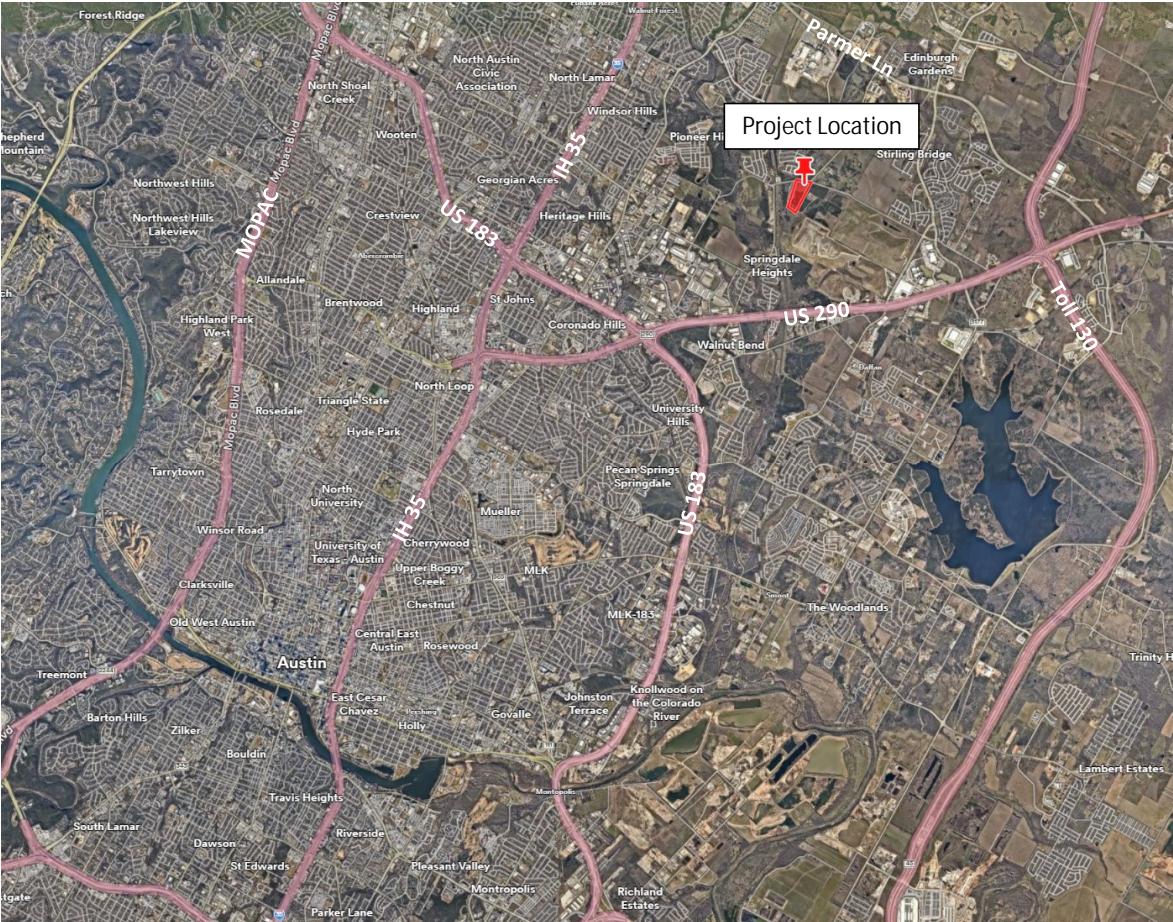
Pickup by CapMetro  
**1 MILLION<sup>th</sup>**  
PASSENGER



CapMetro

2

# Location: 10805 Cameron Road, Austin, TX 78754



## Encroachment Summary

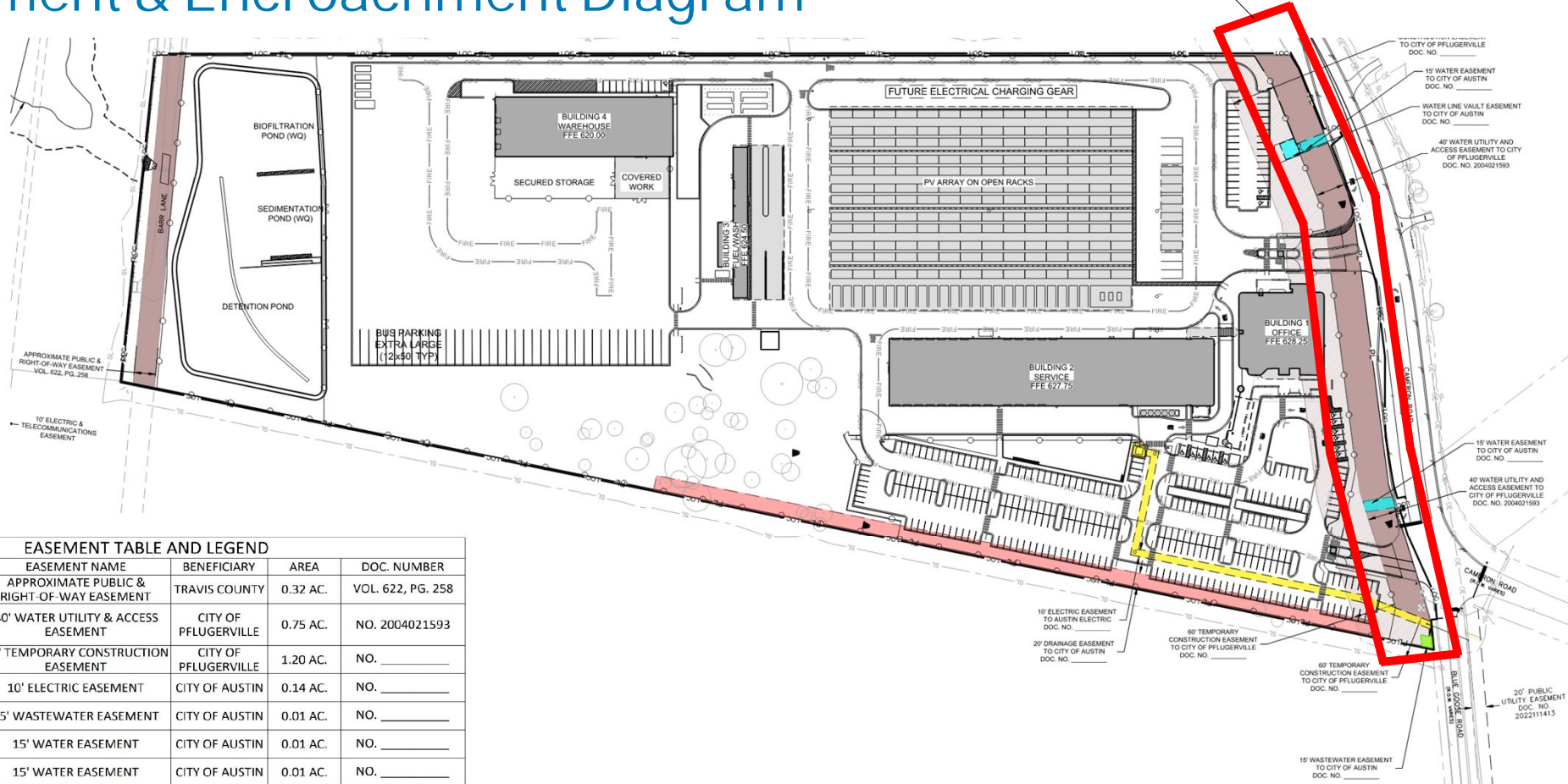
In 2004 prior to CapMetro purchasing the property, the City of Pflugerville (COP) was granted a 40-foot wide utility easement across the front portion of the property to be used for the installation of two raw-water lines which convey water from the Colorado River to Lake Pflugerville.










Under an encroachment agreement, the COP will allow CapMetro to construct surface storm drain features and related infrastructure along this easement which is a cost effective solution to construct the North Base Demand Response project.

As a partnership and consideration for this item, CapMetro will waive railroad licensing fees where COP's raw water lines cross CapMetro's railroad ROW locations.

# Easement & Encroachment Diagram

Encroachment area with City of Pflugerville



EASEMENT TABLE AND LEGEND					
	EASEMENT NAME	BENEFICIARY	AREA	DOC. NUMBER	
	EXISTING APPROXIMATE PUBLIC & RIGHT-OF-WAY EASEMENT	TRAVIS COUNTY	0.32 AC.	VOL. 622, PG. 258	
	EXISTING 40' WATER UTILITY & ACCESS EASEMENT	CITY OF PFLUGERVILLE	0.75 AC.	NO. 2004021593	
	PROPOSED 60' TEMPORARY CONSTRUCTION EASEMENT	CITY OF PFLUGERVILLE	1.20 AC.	NO. _____	
	PROPOSED 10' ELECTRIC EASEMENT	CITY OF AUSTIN	0.14 AC.	NO. _____	
	PROPOSED 15' WASTEWATER EASEMENT	CITY OF AUSTIN	0.01 AC.	NO. _____	
	PROPOSED 15' WATER EASEMENT	CITY OF AUSTIN	0.01 AC.	NO. _____	
	PROPOSED 15' WATER EASEMENT	CITY OF AUSTIN	0.01 AC.	NO. _____	
	PROPOSED WATER LINE VAULT EASEMENT	CITY OF AUSTIN	0.01 AC.	NO. _____	
	PROPOSED 20' DRAINAGE EASEMENT	CITY OF AUSTIN	0.47 AC.	NO. _____	

CapMetro

Thank you!

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute the granting of a restrictive covenant to the City of Austin on CapMetro-owned property located on 25 acres of land at 10805 Cameron Road, Austin, Texas for the purpose of creating an Integrated Pest Management plan for an onsite stormwater infrastructure.

**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:** Granting the restrictive covenant for the North Base Demand Response Capital Improvement Project directly supports the agency's ability to construct this new operational & maintenance facility and therefore fulfill key strategic goals and objectives.

**BUSINESS CASE:** Conveyance of the restrictive covenant to the City of Austin is a permit requirement and will provide a long-term commitment for the maintenance of onsite stormwater treatment facilities at the North Base Demand Response operations and maintenance facility project at 10805 Cameron Road, Austin, Texas. The new facility will provide expanded operations and maintenance capacity which will provide for the increased transit service to the community.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on March 12, 2025.

EXECUTIVE SUMMARY: As a condition of receiving a site development permit for the proposed North Base Demand Response operations and maintenance facility, the City of Austin requires that an Integrated Pest Management Restrictive Covenant be granted to the City obligating CapMetro to long-term commitment for the maintenance of onsite stormwater treatment facilities on the property. This restrictive covenant will be provided to the City of Austin at no cost.

CapMetro's established practice requires Board approval before CapMetro grants a restrictive covenant against real property owned by CapMetro.

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-2025-1427**

WHEREAS, CapMetro is committed to providing safe, reliable, and accessible public transportation systems to serve the growing needs of the Austin community; and

WHEREAS, the new North Base Demand Response facility, located at 10805 Cameron Road, Austin Texas, is a key operations and maintenance facility that will provide enhanced paratransit (ADA) and pick-up services to the community; and

WHEREAS, it is necessary to grant an Integrated Pest Management Restrictive Covenant on CapMetro property to the City of Austin to obtain a site development permit for the construction of transit facilities.

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 granting of a restrictive covenant to the City of Austin on CapMetro-owned property located on 25 acres of land at 10805 Cameron Road, Austin, Texas for the purpose of creating an Integrated Pest Management plan for an onsite stormwater infrastructure.

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

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

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Trapeze Software Group, Inc., dba Vontas for replacement of the CapMetro computer aided dispatch / automatic vehicle location (CAD/AVL) system, for a two (2) year base period and three (3) one-year option periods for a grand total not to exceed amount of \$9,190,649 which includes 10% contingency.

**FISCAL IMPACT:**

Funding for this action is available in the FY2025 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:** The Computer Aided Dispatch / Automatic Vehicle Location (CAD/AVL) Intelligent Transportation System (ITS) system are dispatch and vehicle systems critical to CapMetro's ability to deliver service on a daily basis. The system is used by Dispatch and Operations to manage dispatch activities, operator and vehicle assignments, vehicle location, on-time performance, incident management, and ridership tracking.

**BUSINESS CASE:** CapMetro current OrbCAD system and hardware has reached the end of life requiring a replacement of the entire CAD/AVL system functions. After creating a vision of the future CAD/AVL system for CapMetro and evaluating the market through a RFP process, it was determined that Vontas provides the system functionality required in CapMetro's vehicle fleet and the options to support CapMetro's vision of the

CAD/AVL system.

**COMMITTEE RECOMMENDATION:** The item was presented and recommended for approval by the Operations, Planning and Safety Committee on March 12, 2025.

**EXECUTIVE SUMMARY:** Capital Metro contracted with Conduent in September 2006 for the installation of their OrbCAD Intelligent Transportation System to provide real-time data, geolocation, computer-aided dispatching and expansive reporting tools for Rail, Rapid and Fixed Route services operated by CapMetro. After refreshes of the hardware and software over the span of having the OrbCAD system it has reached the end of life and needs to be replaced. CapMetro created a vision of the future CAD/AVL system and evaluated the market through a RFP process. Following the process it was determined the Vontas system provides the functionality required in CapMetro's vehicle fleet and the options to support CapMetro's vision of the CAD/AVL system.

**DBE/SBE PARTICIPATION:** A 0% SBE goal was assigned to this procurement, which did not include subcontract opportunities.

**PROCUREMENT:** On June 14, 2024, a Request for Proposals (RFP) was issued and formally advertised. By the closing date of September 23, 2024, five (5) proposals were received. The proposal from Trapeze Software Group, Inc., dba Vontas was determined to be the best value to the Authority, price and other factors considered. The resulting contract will be a fixed price contract. The term of the Contract shall be two (2) years from the Contract Notice to Proceed with up to three (3) option periods for a twelve (12) month duration each in a total amount not to exceed \$8,355,135, plus a 10% contingency \$835,514, for a grand total amount not to exceed \$9,190,649.

**RESPONSIBLE DEPARTMENT:** Information Technology

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2025-1410**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro Management recognize the need to replace the current CAD/AVL system with a new system meeting the operational and technology requirements of today and in the future.

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 Trapeze Software Group, Inc., dba Vontas for replacement of the CapMetro computer aided dispatch / automatic vehicle location (CAD/AVL) system, for a two (2) year base period and three (3) one-year option periods for a grand total not to exceed amount of \$9,190,649 which includes 10% contingency.

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

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

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with the Texas Department of Information Resources (DIR) Interlocal Contract No. DIR-SS-ILC0030 held by DIR and CapMetro for Shared Technology Services to renew Salesforce CRM Software licensing for one (1) year for a total amount not to exceed \$435,699.

**FISCAL IMPACT:**

Funding for this action is available in the FY2025 Operating 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:** The Salesforce Customer Relationship Management (CRM) system allows CapMetro to centrally manage customer information, better capture customer concerns and resolve their issues more quickly as well as provide customers with the latest CapMetro information at the desired time and frequency. This allows CapMetro to build customer service excellence by delivering innovative and continuous solutions for customer needs. This will build CapMetro’s brand reputation as an organization that is easily reachable, listens, and provides value to the community while at the same time providing customer service excellence.

**BUSINESS CASE:** CapMetro has implemented the Salesforce Service Cloud system for customer case management known as Customer Comment Reports (CCRs). CapMetro has expanded the use of the Service

Cloud application and is building an expansion module for the Community Intervention Program. Additionally, the Service Cloud application has been expanded to collect expressions of interest for the CapMetro Police Department and is engaged with the transition of customer account balances from Bytemark to Umo. Salesforce is a Customer Relationship Management (CRM) technology designed to help CapMetro stay better connected to customers, streamline processes, and provide customers and potential customers with the best customer experience possible.

**COMMITTEE RECOMMENDATION:** The item was presented and recommended for approval by the Operations, Planning and Safety Committee on March 12, 2025.

**EXECUTIVE SUMMARY:** CapMetro has implemented the Salesforce Service Cloud system for customer case management and Data Cloud to further provide better customer knowledge toward building a customer 360 profile. CapMetro procured Salesforce technology and implementation services from the State of Texas Department of Information Resources (DIR) Share Technology Services and this contract award will provide an additional module to support CapMetro’s Enterprise Customer Relationship Management strategy.

**DBE/SBE PARTICIPATION:** A 0% DBE/SBE goal was assigned to this procurement, which did not include subcontract opportunities and was purchased through a cooperative purchasing agreement. This was also procured through an ILA with DIR.

**PROCUREMENT:** CapMetro will utilize the Texas Department of Information Resources (DIR) Interlocal Contract No. DIR-SS-ILC0030 held by DIR and CapMetro for Shared Technology Services to renew Salesforce CRM Software licensing for one (1) year.

DIR awarded contracts are made available for use by CapMetro 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 fixed price amount under DIR’s Shared Technology Service for a one (1) year renewal is as follows:

Description	Amount
Salesforce Cloud Licensing and Support Renewal	\$435,698.34

**RESPONSIBLE DEPARTMENT:** Information Techno

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2025-1419**

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro Management endeavor to continue support of a Customer Relationship Management System.

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 the Texas Department of Information Resources (DIR) Interlocal Contract No. DIR-SS-ILC0030 held by DIR and CapMetro for Shared Technology Services to renew Salesforce CRM Software licensing for one (1) year for a total amount not to exceed \$435,699.

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

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

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an interlocal agreement (ILA) with the City of Austin to support the connection of public safety dispatch radio consoles and other equipment to the GATRRS Master Site network for an estimated amount not to exceed \$140,000 during the term of the ILA.

**FISCAL IMPACT:**

Funding for this action is available in the FY2025 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:** This interlocal agreement will support CapMetro’s commitment to providing a safe and reliable transit system for our customers. CapMetro’s use of the Greater Austin Travis Regional Radio System (GATRRS) ensures CapMetro’s effectiveness in responding to public safety incidents on the CapMetro system and supports the interdependencies with our local and regional public safety partners.

**BUSINESS CASE:** Ensuring the safety of the CapMetro system requires a timely and effective response to public safety emergencies. Effective emergency communications equipment is critical to safe and effective delivery of CapMetro Transit Police services. The GATRRS Master Site Use ILA supports the public safety dispatch radio console connectivity to the GATRRS network and includes the duties of both parties in security, maintenance, and software requirements, and any costs to be assessed or shared.



**COMMITTEE RECOMMENDATION:** The item was presented and recommended for approval by the Operations, Planning and Safety Committee meeting on March 12, 2025.

**EXECUTIVE SUMMARY:** This interlocal agreement with the City of Austin permits the connection of CapMetro's radio system, dispatch consoles, and other equipment to the GATRRS Master Site and includes the duties of both parties in security, maintenance, and software requirements, and any costs to be assessed or shared. CapMetro has a separate ILA with the City for general use of the system which was approved by the CapMetro Board in July 2023. In addition, there is a third ILA pursuant to which the City of Austin provides services for the installation, configuration, maintenance, and repair of public safety equipment which was approved by the CapMetro Board in August 2023. As a participating member of GATRRS, CapMetro needs to ensure effective internal emergency communications by the CapMetro Transit Police, and regional communications with other Public Safety and Emergency Management Departments.

**DBE/SBE PARTICIPATION:** Does not apply

**PROCUREMENT:** Does not apply

**RESPONSIBLE DEPARTMENT:** Information Technology

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2025-1411**

WHEREAS, CapMetro’s participation in the Greater Austin-Travis County Regional Radio System (GATRRS) ensures CapMetro’s effectiveness in responding to public safety incidents on the CapMetro system and supports the interdependencies with CapMetro’s local and regional public safety partners; and

WHEREAS, as a participant in the GATRRS, CapMetro will need specialized technical support services and equipment from the City of Austin for the equipment used to access the GATRRS.

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 an interlocal agreement (ILA) with the City of Austin to support connection of CapMetro’s public safety dispatch radio consoles and other equipment to the GATRRS Master Site network for an estimated amount not to exceed \$140,000 during the term of the ILA.

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

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

**Master Site Use Radio Communications System Interlocal  
Cooperation Agreement  
Between  
City of Austin, TX and Capital Metropolitan Transportation Authority**

This Interlocal Cooperation Agreement (“Agreement”) is between City of Austin (“City”), a Texas home-rule and municipal corporation, in its capacity as Program Manager for the Greater Austin-Travis County Regional Radio System (“GATTRS”), and its partners under an 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Capital Metropolitan Transportation Authority (“CapMetro”), a political subdivision of the State of Texas.

**Whereas** City is the Program Manager of the trunked P25 integrated voice and data interoperable radio communications system known as GATTRS that operates in the Austin/Travis County metropolitan area and beyond;

**Whereas**, the Austin City Council authorized City to cooperate with other governments to establish the Texas Radio Coalition to plan and develop a statewide wireless interoperable communication system composed of local and regional systems under local control as stated in Ordinance No. 20070419-003;

**Whereas**, City has identified certain Texas governmental entities’ wireless communication systems and consoles that could be connected to the GATTRS Master Site to improve the ability of public safety providers’ interoperability and seamless communications for public safety;

**Whereas**, City, as GATTRS Program Manager, has the authority to contract and administer this Agreement on behalf of its GATTRS Partners as stated in the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System;

**Whereas**, City and CapMetro have entered into a separate interlocal cooperation agreement for the purpose of CapMetro becoming an “associate” user of GATTRS with the last signature date being January 18, 2024;

**Whereas**, the Austin City Council authorized the negotiation and execution of this Master Site Use Radio Communications System Interlocal Cooperation Agreement on November 21, 2024;

**Now Therefore**, the parties hereto, in consideration of these promises and mutual obligations herein undertaken, do agree as follow:

**1 Definitions**

- 1.1 Except as expressly provided otherwise in this Agreement, Attachments, or in Exhibits A-D, the following capitalized terms apply to this Agreement.
- 1.2 “Greater Austin-Travis County Regional Radio System,” or “GATTRS,” means the multi-channelled regional P25 trunked, integrated voice-and-data radio system serving

Austin and Travis County, Texas, funded by City of Austin, Travis County, Austin ISD, and University of Texas at Austin in accordance with the 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.

- 1.3 “GATRRS Partners” or “Greater Austin-Travis County Regional Radio System Partners” means the local government entities or agencies that have entered into the 800 MHz Trunked Voice Radio System Implementation Interlocal Agreement and the Interlocal Agreement for the Operation and Maintenance of the Regional Radio System.
- 1.4 “City” means City of Austin, Texas.
- 1.5 “City Personnel” means City of Austin employees, officers, elected officials, contractors, agents, or representatives.
- 1.6 “CapMetro Radio System” is the P25 radio communications system(s), radio consoles, subscriber units, miscellaneous system management devices, system monitoring clients, and required administrative clients and system management terminals that are operated, used, and maintained by CapMetro.
- 1.7 “Master Site” is the hub of the GATRRS network where trunked radio sites, radio consoles, and system management terminals connect via closed wireline and Internet Protocol (IP) technology. Master Site includes any zone controller connected to it.
- 1.8 “Public Safety” means the provision of law enforcement, emergency medical services, fire suppression and prevention, and emergency management by local government entities.
- 1.9 “Parties” means City of Austin and CapMetro.
- 1.10 “WCSD” means City of Austin Wireless Communication Services Division.
- 1.11 “Security” means the state of being protected from or resilient to threats, harm, or unauthorized access, encompassing measures and practices to ensure the confidentiality, integrity, availability, and safety of physical, digital, and communications assets. This includes safeguarding systems, networks, data, and individuals from malicious activities, natural disasters, or human error, whether in physical, electronic, or virtual domains. This definition integrates cybersecurity as a key subset of overall security, emphasizing its importance alongside physical and information security measures.
- 1.12 “Talkgroup” means a virtual radio channel created for/by a trunked radio system for voice communication amongst a group of users. The trunked radio system core controller can instantly move all the users of a particular talkgroup from one set of system radio frequencies to another, but to users of the talkgroup, their conversation will be seamless. Each time a user transmits on a radio unit, all users assigned to the selected talkgroup (so-called virtual channel) will be able to both hear and talk to the others assigned to that talkgroup.

## **2 Purpose**

This Agreement is to permit the connection of CapMetro's Radio System, and/or Dispatch Consoles, and/or other equipment to the GATRRS Master Site to facilitate interoperable and seamless radio communications among public safety providers and City, provided CapMetro meets the requirements set forth in this Agreement.

## **3 CapMetro System Connection Requirements**

- 3.1 CapMetro's Radio System functionality, operation, and maintenance shall comply with City's technical, security, software, and maintenance requirements and any future amendments as described below. Failure of CapMetro to comply with these requirements shall automatically cause disconnection of CapMetro Radio System to the Master Site. City will endeavor to provide written notice to CapMetro with an opportunity to remedy the deficiency but, depending on the circumstances, prior written notice may not be possible. In this event, City will provide written notice to CapMetro as soon as reasonably possible after the disconnection.
- 3.2 CapMetro Radio System Technical Standards. Attached hereto and incorporated by reference is Exhibit A (System Technical Requirements).
- 3.3 CapMetro Radio System Security Rules and Regulations. Attached hereto and incorporated by reference is Exhibit B (System Security Requirements).
- 3.4 CapMetro Radio System Software Requirements. Attached hereto and incorporated by reference is Exhibit C (System Software Requirements).
- 3.5 CapMetro Radio System Maintenance Requirements. Attached hereto and incorporated by reference is Exhibit D (System Maintenance Requirements).

## **4 CapMetro Cost**

- 4.1 Connection to Master Site. CapMetro is responsible for any and all costs incurred for CapMetro's electronic or wireline connection to the Master Site. City will not be responsible for this cost, which CapMetro must cover by way of CapMetro funds or other source of funding available to CapMetro.

City will charge CapMetro a one-time "onboarding" labor services flat rate fee of \$21,710, payment due upon execution of this Agreement. For budgeting purposes, this flat rate fee was computed as 200 hours of labor to facilitate the console "onboarding" at an hourly rate of \$108.55 for City labor services to include, but not be limited to, Master Site engineering, project planning, consultations, determination of CapMetro Talkgroup requirements, radio template development/preparation, initial subscriber radio unit programming, console template development and programming, reviewing contents of GATRRS interoperability plan with designated CapMetro trainer(s), assisting CapMetro trainer(s) with development of CapMetro dispatcher and CapMetro police officer radio/talkgroup use training, reviewing of GATRRS NICE (or later vendor

brand) centralized recording capabilities and CapMetro recording retrieval procedures, and project management to get CapMetro consoles installed at the:

a) Combined Transportation and Emergency Communications Center (CTECC) at 5010 Old Manor Road, Austin, TX and

b) the Back-Up Center (BUC), to include Zone 1, Dynamic System resiliency (DSR), at the Capital Area Council of Governments (“CAPCOG”) facility, at 6800 Burleson Rd, Austin, TX.

Such City “onboarding” cost is in addition to that being charged by Motorola and its subcontractors related to the sale, installation, testing, warranty, software upgrades, ongoing maintenance services, etc. being provided by Motorola under direct contract to CapMetro.

Once City concludes the onboarding effort for each of (a) and (b) locations stated, the City Project Manager will notify CapMetro designated Project Manager in writing that the onboarding period for that location has ended and that the operational period has begun. Post onboarding, any further City provided services at the respective location in support of CapMetro for GATRRS, and/or the City CTM Wireless Communication Services radio shop will be invoiced as indicated at the prevailing labor rate, overtime labor rate, trip fee, and/or parts charges.

- 4.2 Use Fee. As GATRRS Program Manager, City anticipates incurring costs for capital projects, operations, and maintenance of facilities at the Master Site for which CapMetro benefits directly. City may elect to assess CapMetro a recurring annual “use fee,” which may be paid directly to City via CapMetro funds or other source of funding to CapMetro. Due to the rising costs of GATRRS Master Site maintenance and operations each year, the City reserves the right to increase the use fee no more than 5% above the costs incurred in the previous year.
- 4.3 Other Costs. City agrees that, upon request by CapMetro, City will provide maintenance, programming, and other services related to radio interoperability to CapMetro, including but not limited to radio programming; radio template or “code plug” development; radio aliasing and alias database management; engineering support; planning; consultations; activation and deactivation of subscriber radio ID’s, “Smart Connect,” or other radio features/services; console, radio talkgroup, and/or dispatcher telephone recording; system and master site connectivity troubleshooting and repair; and program management will be billed to CapMetro at City’s prevailing standard hourly rate, with overtime at time-and-a-half after normal Wireless Communication Services business hours. City will notify CapMetro no less than thirty (30) days in advance in writing of any increase to the City’s prevailing standard hourly rate.

CapMetro’s initial total costs under this Agreement will not exceed **\$140,000**. Additional costs for services requested in excess of \$140,000 will be agreed upon by both parties in writing and approved by CapMetro’s Board of Directors before such services are provided.

- 4.4 Invoices. City will invoice CapMetro regularly for the amount due for services provided during a specified date period. The invoices shall include details of services provided during the billing period, the amount to be paid per service item, and the total amount to be paid. The invoices will be sent to CapMetro at:

Accounts Payable  
Capital Metropolitan Transportation Authority  
P.O. Box 6308  
Austin, Texas 78762-6308; ap\_invoices@capmetro.org

- 4.5 Payment. CapMetro agrees to pay each invoice within thirty (30) days of the receipt of services or the invoice, whichever is later, pursuant to the Prompt Payment Act, Chapter 2251 of the Government Code. Payment shall be made to City of Austin, Communications and Technology Management Department, ATTN: Accounts Receivable, 6800 Burleson Rd, Bldg. 312, Ste 265, Austin, TX 78744

## **5 Agreement Term**

The initial term of this Agreement shall commence on April 1, 2025, (Effective Date) to end on September 30, 2025 unless terminated earlier in accordance with Section 15 or 16. This Agreement will automatically renew on October 1st of each year, unless a written notice is provided by either party of its intent to not renew no later than six-months in advance of Agreement expiration in the year of the then-current term.

## **6 Designation of Project Managers**

- 6.1 City's Project Manager is the Wireless Communication Services Manager or designee. Project or other GATRRS-related correspondence may be sent to: Wireless Communication Services Manager, City of Austin, 1006 Smith Road, Austin, Texas 78721, email: [wirelessmgr@austintexas.gov](mailto:wirelessmgr@austintexas.gov). City's Project Manager represents the interests of City during the term of this Agreement and is the designated point of contact for CapMetro Project Manager.
- 6.2 City's Project Manager shall promptly review all written reports submitted by CapMetro. City may require from time-to-time written reports or other documents certifying CapMetro continued compliance with provisions of this agreement.
- 6.3 CapMetro's Project Manager is Jeffrey Downey, Technology Project Manager III, (512) 589-3630, [jeffrey.downey@capmetro.org](mailto:jeffrey.downey@capmetro.org). CapMetro's Project Manager shall represent CapMetro for this Agreement and shall be the designated point of contact for the GATRRS Program Manager.
- 6.4 Should the identity of City's or CapMetro's Project Manager change, each party will identify a qualified and competent replacement and promptly notify the other party in writing of the change.

## **7 Master Site Connection**

- 7.1 City must approve the method of CapMetro's connection to the Master Site. Any such "connection" will be performed by City, or its authorized agent within a reasonable time after the receipt of CapMetro's written request and the execution of this Agreement by both parties. If applicable, it may be necessary for CapMetro to order connectivity from a commercial telephone company or other City approved network provider. City will assist CapMetro in determining connectivity specifications so that the ordered connectivity conforms to technical requirements for proper CapMetro interface into the Master Site. CapMetro's personnel and agents will have no physical access to the Master Site.
- 7.2 If applicable, within sixty (60) days from contract execution, parties will complete and agree to a Talkgroup sharing plan and roaming arrangement between the parties' separate system users.
- 7.3 Connection by CapMetro to the Master Site does not impact a party's separate ownership rights to radio system components that each party purchased separately.

## **8 City Duties**

- 8.1 City will serve as the Project Manager for CapMetro's radio system connection to the GATRRS Master Site. As Project Manager, City will serve as the primary contact with CapMetro Radio System technical staff or any contractor whose services are procured by CapMetro.
- 8.2 The GATRRS Program Manager or his/her designee will coordinate with CapMetro or CapMetro's authorized contractor whose services are procured by CapMetro regarding the connection to the Master Site.
- 8.3 The GATRRS Program Manager or his/her designee shall provide CapMetro with periodic reports to update CapMetro about changes, if any, to the Master Site technical and security requirements, software upgrades, and operational issues.
- 8.4 If at any time, City determines that CapMetro's continued connection to the Master Site is causing harmful consequences or interference to the Master Site, other connected elements, or operations, City shall have the right to take emergency measures to repair and/or remove the identified source(s) of the problem, up to and including disconnection of CapMetro's system from the Master Site at CapMetro's sole risk and expense. In the event City takes emergency measures to stop interference or protect the Master Site, City will contact CapMetro's Project Manager or designee after the emergency has been resolved and will notify the Project Manager in writing of the action(s) taken and describe possible steps necessary to mitigate the problem or prevent reoccurrence.
- 8.5 If City determines CapMetro is not in full compliance with the Agreement requirements and such compliance does not harm the Master Site or related components, cause interference, or adversely impact Master Site operations, City will contact CapMetro's Project Manager or designee in writing about the noncompliance issue(s). If CapMetro fails to bring its Radio System into compliance, as determined by City, within 48 hours from City's notice, City may disconnect CapMetro's connection to the Master Site at



CapMetro's sole risk and expense. If such disconnection occurs, City will promptly notify CapMetro's Project Manager or designee, in writing, of the actions taken.

## **9 CapMetro's Duties**

- 9.1 CapMetro's Project Manager is required to submit periodic status reports to City on compliance of CapMetro Radio System with City technical, security, software, and maintenance requirements. Such reports shall be submitted by CapMetro Project Manager to City within fourteen (14) business days of a request for such reports.
- 9.2 CapMetro agrees to comply with City's Radio System Technical, Security, Software, and Maintenance Requirements as per this Agreement at all times. If the requirements change, City will notify CapMetro and provide a copy of the updated requirements.
- 9.3 CapMetro agrees to use the Master Site connection for CapMetro's authorized voice radio communications, in compliance with applicable Federal Communications Commission regulations and rules.
- 9.4 CapMetro agrees that all mobile and portable radios within CapMetro which have access to the CapMetro Radio System will have the appropriate GATRRS systemwide interoperability talkgroups, as determined by City, programmed into them
- 9.5 CapMetro must have implemented appropriate security controls, policies and procedures and technological safeguards to maintain and protect the integrity, consistent with industry standards and practices U.S. Department of Commerce, National Institute of Standards and Technology (NIST) guidelines. CapMetro will report security occurrence, violation, breach, or imminent threat to the City of Austin Wireless Communication Services Division via telephone call to (512) 972-3200 and email to [radio.system.coa@gatrrs.com](mailto:radio.system.coa@gatrrs.com) and [wirelessmgr@austintexas.gov](mailto:wirelessmgr@austintexas.gov) within 24 hours of the initial CapMetro determination that a security occurrence, violation, breach, or imminent threat has occurred.

## **10 No Ownership to City of Austin/Travis County Regional Radio System.**

This Agreement or CapMetro's connection to the Master Site does not transfer or alter any ownership rights to the Master Site or to the GATRRS.

## **11 Right to Audit**

- 11.1 The parties agree that the representatives of the Office of City Auditor, CapMetro Internal Auditor, or other authorized representatives of a party, shall have access to, and the right to audit, examine, or reproduce, any and all records of the other party related to the performance under this Agreement. Each party shall retain all such records for a period of three (3) years 1) after final payment on this Contract if CapMetro is required to make payments to City under this Agreement or 2) until all audit and litigation matters that a party has brought to the attention of the other party are resolved, whichever is longer. To the extent applicable, each party agrees to refund the other party for any overpayments disclosed by any such audit.

11.2 Each party shall include 11.1, above, in all subcontractor agreements, if any, entered into in connection with this Agreement.

## **12 Independent Contractor**

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. City and CapMetro are independent contractors. CapMetro agrees and understands that the Agreement does not grant to CapMetro or CapMetro's employees any rights or privileges established for employees of City.

## **13 Suspension**

City will have the right to suspend CapMetro's connection to the Master Site, at any time, for a reasonable duration upon providing such notice to CapMetro as is reasonably practical, for the purpose of performing maintenance, repairs, replacements, adjustments, or security assessments to the GATRRS Master Site.

## **14 Default**

A party to this Agreement shall be in default ("Default") under the agreement if the party (a) fails to fully, timely, and faithfully perform any of its material obligations under the Agreement, and following notice of default as provided in Section 16 (Termination), fails timely to cure the alleged default as provided in Section 16; or (b) fails to provide adequate assurance of performance under Section 15 (Right to Assurance).

## **15 Right to Assurance**

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within ten (10) working days after demand is received, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

## **16 Termination**

In the event of Default by a party, the other party shall have the right to terminate the Agreement for cause, by written notice delivered to the party alleged to be in default via certified mail. Unless the party giving notices specifies a different time in the notice, the Agreement is terminated sixty (60) calendar days after the date the notice. During this time period, the party alleged to be in default may cure the event of Default or provide evidence sufficient to prove to the other party's reasonable satisfaction that such default does not exist or will be cured in a time satisfactory to the party alleging the default. In addition to any other remedy available under law or in equity, the party not in default shall be entitled to recover all actual damages, direct costs, incurred as a result of the other party's default, including court costs, and prejudgment and post-judgment interest

at the maximum lawful rate. Each party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

## **17 Termination without Cause**

Either Party may terminate this Agreement without cause upon one hundred and twenty (120) calendar days prior written notice to the other party. On receipt of the notice, the parties will mutually agree, in writing, upon a date for the City to disconnect the CapMetro Radio System from the Master Site.

## **18 Dispute Resolution**

17.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party to occur within fourteen (14) calendar days after receipt of the request or such later time as agreed by the parties to seek a negotiated resolution. At a minimum, each party shall require one (1) senior level individual with decision-making authority regarding the dispute and with authority to agree to resolve it, subject as may be required by law to approval by the governing body(ies) of the parties, to attend any and each such meeting for such negotiation. The purpose of this and any subsequent negotiation meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

17.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, City and CapMetro agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. City and CapMetro will share the costs of mediation and the mediator equally, and will bear their own costs of participation, such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

## **19 Survival of Obligations**

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to indemnity, confidentiality, release, and agreement purpose shall survive the expiration or termination of this Agreement.

## **20 Current Revenues**

This Agreement is authorized by the Interlocal Cooperation Act, which is Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, under this Agreement are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

## **21 Assignment**

A party to this Agreement may not assign or transfer its interests under this Agreement.

## **22 Entirety of the Agreement**

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both parties to this Agreement.

## **23 Performance**

The obligations arising under this Agreement shall be performed in Travis County, Texas.

## **24 Jurisdiction and Venue**

The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

## **25 Severability**

If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

## **26 Notices**

Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, addressed to the person designated for receipt of notice, postage prepaid and Return Receipt Requested. Notices delivered by facsimile shall be considered three (3) business days after transmittal or when received by the addressee, whichever is earlier. Hand-delivered Notices are considered delivered upon receipt by the addressee which may be

noted in a courier confirmation report. The Parties may make routine communications by first class mail or other commercially accepted means. Notices to City and CapMetro shall be addressed as follows:

CapMetro:

Darryl Jamail (or successor)  
Director of Public Safety & Emergency  
Management  
Capital Metropolitan Transportation  
Authority  
2910 East Fifth Street  
Austin, TX 78702  
(512) 369-7717  
darryl.jamail@capmetro.org

With Copies To:

Brad Bowman (or his successor)  
Chief Counsel  
2910 E. 5<sup>th</sup> Street  
Austin, Texas 78702  
Brad.Bowman@capmetro.org

City:

Wireless Communication Services Manager  
City of Austin  
Communications and Technology Management  
Wireless Communication Services Division  
1006 Smith Road  
Austin, Texas 78721  
Phone: (512) 972-3209  
Email: [wirelessmgr@austintexas.gov](mailto:wirelessmgr@austintexas.gov)

## 27 Release

To the extent permitted by the Constitution and laws of the State of Texas, each party releases the other party from and waives any claim, loss, expense, or damage occurring to CapMetro's Radio System or the Master Site or GATRRS including but not limited to radio consoles, system management terminals, equipment, cables, wiring, software, occurring in the course and scope of City's operation of the GATRRS and Master Site, excepting only such claims, losses, expenses or damages that are caused by the willful misconduct or gross negligence of the party or the party's personnel.

## 28 Limitation of Liability

In no event shall the parties to this Agreement be liable to the other party for any special, consequential, incidental or punitive damages on any claim arising out of or concerning this Agreement.

## **29 DISCLAIMER**

**CITY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ONLY TO THE EXTENT ALLOWED BY LAW. CITY DOES NOT WARRANT CapMetro's CONNECTIVITY TO THE MASTER SITE AND THAT CapMetro's RADIO COMMUNICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE. CapMetro IS RESPONSIBLE FOR, AND CITY MAKES NO WARRANTY CONCERNING THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES, SOFTWARE AND EQUIPMENT FOR THE MASTER SITE OR RRS. DETERMINATION OF THE FUNCTIONALITY OF THE MASTER SITE AND RRS IS FOR CapMetro TO MAKE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.**

## **30 [This Section is reserved]**

## **31 Governmental Immunity**

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the parties, or to create any legal rights or claims on behalf of any third party. Neither City nor CapMetro waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas.

## **32 Execution of this Agreement**

Parties to this Agreement shall submit certified documentation of approval by its governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the parties in one or more counterparts, each of which shall be considered one and the same agreement. The counterparts to this Agreement may be executed and delivered by electronic signature by either party and the receiving party may rely on the receipt of such document so executed and delivered electronically as is the original had been received. The signatories to this Agreement represent that each, respectively, has the authority to execute this Agreement by virtue of official action of their governing body, duly adopted and recorded in conformity with the laws of the State of Texas. This Agreement is executed in duplicate originals.

## **33 Force Majeure**

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign

terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The party invoking Force Majeure shall give prompt, timely and adequate notice to the other party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

## **34 Confidentiality**

33.1 If CapMetro is permitted to access certain City's or licensor's confidential information (including software, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) in connection with this Agreement, CapMetro acknowledges and agrees that the Confidential Information is the valuable property of City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure City and its licensors. CapMetro (including its employees, subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority with proper jurisdiction. In all cases, CapMetro agrees to promptly notify City before disclosing Confidential Information to permit City reasonable time to seek an appropriate protective order. CapMetro agrees to use protective measures no less stringent than CapMetro uses in its business to protect its own confidential and proprietary information. In all circumstances, CapMetro's protective measures must ensure the continued confidentiality of the Confidential Information.

33.2 If City is permitted to access certain CapMetro or its licensor's confidential information (including software, inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which CapMetro or its licensors consider confidential) (Confidential Information) in connection with this Agreement, City acknowledges and agrees that the Confidential Information is the valuable property of CapMetro and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information may substantially injure CapMetro and its licensors. City (including its employees, subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of CapMetro, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority with proper jurisdiction. In all cases, City agrees to promptly notify CapMetro before disclosing Confidential Information to permit CapMetro reasonable time to seek an

appropriate protective order. City agrees to use protective measures no less stringent than City uses in its business to protect its own confidential and proprietary information. In all circumstances, City's protective measures must ensure the continued confidentiality of the Confidential Information.

### **35 Texas Public Information Act**

Both parties to this Agreement acknowledge this Agreement is subject to Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this Agreement, and documents related to this Agreement, which are in City's or CapMetro's possession, or to which City or CapMetro has access, are presumed to be public and either party, upon written request, may release these records to the public, unless an exception described in the Act applies to a document.

*[The remainder of this page is intentionally left blank.]*



This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

**CapMetro**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF AUSTIN, TX**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Exhibits**

Exhibit A Radio System Technical Standards

Exhibit B Radio System Security Rules

Exhibit C Radio System Software Requirements

Exhibit D Radio System Maintenance Requirements

**Exhibit A**  
**Radio System Technical Standards**  
**CapMetro**

(Include CapMetro's system description, as-built drawings, and subscriber unit inventory at cutover to the GATRRS master site.) If there is a vendor proposal, attach here. If not initially available, as-built" documentation may be required when available at a later date.)

**Exhibit B**  
**Radio System Security Rules**  
**CapMetro**

**1. Subscriber Unit Programming and Documentation:** Programming of CapMetro subscriber units will be performed by City and/or other entity which City may approve, subject to City's "Advanced System Key" policy and related procedures and Section 2, below.

Before connection to the Master Site is allowed, CapMetro agrees to provide the GATRRS Program Manager a complete list of subscriber units, including System ID, Manufacturer's Serial Number, Unique Alias Names per standards set by the City and Assigned Agency or Department. This list is to be kept current by CapMetro as subscriber units are added, subtracted, and/or reassigned. CapMetro agrees to provide an updated list to the GATRRS Program Manager within 10 business days of any change in subscriber units.

CapMetro or its contractors shall not program, or allow to be programmed, for interoperability or any other purpose, any subscriber unit (radio) belonging to any entity that is not specifically authorized by interlocal or other agreement to operate on GATRRS by the GATRRS Program Manager.

**2. CapMetro Staff and Service Contractor Access to Sites and System:** Before connection to the Master Site is allowed, CapMetro shall follow the criminal background check process described below for all CapMetro employees and CapMetro contracted service provider employees who are designated to provide service and maintenance of communication tower site equipment, shelter equipment, dispatch console equipment and any other equipment connected to the GATRRS Master Site. CapMetro employees and CapMetro's service provider employees shall pass a criminal background check administered by the City of Austin Police Department, utilizing forms and processes required by the Austin Police Department. City reserves the right to deny CapMetro connection and access to the Master Site and related equipment for reasonable cause, including CapMetro employee's or contractor's failure to pass an Austin Police Department criminal background check. City will notify CapMetro of any such denial no more than thirty (30) business days after submission of required documentation to the Austin Police Department. This provision does not apply to contracted service technicians who have received prior clearance from City of Austin and are currently authorized by City of Austin to perform service on GATRRS connected equipment. CapMetro agrees that this criminal background check provision shall also apply to future CapMetro employees and CapMetro contracted service provider employees who are designated to provide service and maintenance of communication tower site equipment, shelter equipment, dispatch console equipment and any other equipment connected to the GATRRS.

**3. GATRRS Interoperability Plan:** CapMetro agrees to observe and abide fully by the rules and guidelines set forth in GATRRS Interoperability Plan Version 31, dated March 1, 2024, which is attached to this Exhibit B as Attachment 2 and incorporated by reference. This version shall be superseded by a later version. City reserves the right to change the rules and guidelines at any time and without prior notice. However, City will promptly provide CapMetro with a copy of updated rules and guidelines. CapMetro will have the option to appeal any changes that CapMetro feels are harmful or detrimental to CapMetro. City will provide CapMetro with a copy of updated rules and

guidelines. This plan addresses programming requirements, channel-naming conventions, interoperability talkgroup reservations, assignments, and proper use, access to the system by governmental and critical infrastructure entities, as well as privately owned hospital, ambulance service, air medical service, and other topics related to regional public safety communication interoperability. The purpose is to support continuity across the various local GATRRS layers and affiliates around the state.

**4. Security:** CapMetro must have implemented appropriate security controls, policies and procedures and technological safeguards to maintain and protect the integrity, consistent with industry standards and practices U.S. Department of Commerce, National Institute of Standards and Technology (NIST) guidelines. CapMetro will report security occurrence, violation, breach, or imminent threat to the City of Austin Wireless Communication Services Division via telephone call to (512) 972-3200 and email to [radio.system.coa@gatrrs.com](mailto:radio.system.coa@gatrrs.com) and [wirelessmgr@austintexas.gov](mailto:wirelessmgr@austintexas.gov) within 24 hours of the initial CapMetro determination that a security occurrence, violation, breach, or imminent threat has occurred.

**Exhibit C**  
**Radio System Software Requirements**  
**CapMetro**

**1. Motorola System Upgrade Agreement:** For the duration of this Agreement, CapMetro shall maintain its radio system, dispatch console, and subscriber unit programming, operating, and security software at the same Motorola Astro 25 software release level as that of the GATRRS. CapMetro will purchase and renew each year for the term of this Agreement a system upgrade agreement that provides the necessary software updates using CapMetro funds or by way or other funds available to it.

**2. Notification by GATRRS Program Manager of Scheduled Software Upgrade or Maintenance with Budgetary Impact:** When software upgrade or non-emergency software maintenance of the Master Site or other subsystems or components of the GATRRS is required for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by the GATRRS Program Manager, and that software upgrade or maintenance event has budgetary impact affecting CapMetro, the GATRRS Program Manager will notify CapMetro not less than twelve (12) months in advance of the software upgrades, and not less than six (6) months in advance for non-emergency software maintenance. Notification will take the form of an email to CapMetro Project Manager or his/her designee, followed by telephone and in-person discussions of the planned upgrade process.

**3. Notification by CapMetro Project Manager of Scheduled Software Upgrade or Maintenance with Budgetary Impact:** When CapMetro desires to upgrade its system or component software for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by CapMetro Project Manager, and that software upgrade or maintenance event has budgetary impact affecting GATRRS and its partners, CapMetro Project Manager will notify the GATRRS Program Manager not less than twelve (12) months in advance for software upgrades, and not less than six (6) months in advance for non-emergency software maintenance. Notification will take the form of an email to the GATRRS Program Manager or his/her designee, followed by telephone and in-person discussions of the planned upgrade process, including a proposed statement of work, schedule, and related costs.

**Exhibit D**  
**Radio System Maintenance Requirements**  
**CapMetro**

1. CapMetro shall not be required to purchase a radio system maintenance services contract as part of this Agreement. However, GATRRS is maintained under a Motorola Solutions services contract. Therefore, to the extent necessary to maintain the GATRRS system, City may from time to time require access to CapMetro system sites and equipment. When such access is required, the GATRRS Program Manager or designee will contact CapMetro Project Manager or designee to coordinate and schedule the access.

**1.a. GATRRS System Access Restricted:** The following GATRRS functions are the sole responsibility of City of Austin Wireless Communication Services Division (WCSD) in its role as the GATRRS Program Management Entity, and its designated Motorola or Motorola-certified field service and system technicians under City of Austin's Motorola Customer Support Plan. Technicians not specifically authorized to perform system service under that plan are not authorized to perform the following GATRRS functions:

System Functions:

- Frame Network Distribution
- Domain Network Administration
- Network Management Client

Database Functions:

- Zone Configuration Manager (ZCM)
- User Configuration Manager (UCM)
- Motorola Supervisory Control and Data Acquisition (MOSCAD)
- Dispatch Console Template Guidance (for networked consoles)

Subscriber Level Functions:

- Codeplug Management
- Advance System Key Management
- Unit ID Activation: (CapMetro Project Manager or designee may assign unit ID's within a designated range per the statewide interoperability plan; City must activate all CapMetro assigned system ID's.)

CapMetro-owned systems and GATRRS network clients shall be maintained by CapMetro except for those functions that are the sole responsibility of the GATRRS Program Manager. The following functions are examples of items to be maintained by CapMetro.

- Subscriber Units (mobile and portable radios, control stations, and accessories)
- Repeaters
- Consolettes and Stand-alone (RF-only) Consoles
- Tower Site Equipment (towers, shelters, alarm systems, antennas, combiners, multicouplers, microwave systems, etc.)

**1.b. Maintenance and repair of CapMetro system components** that rely on connection to the Master Site for functionality require the involvement of WCSD and its authorized Motorola or Motorola-certified technicians. Unauthorized access is not permitted. For assistance with diagnosing and resolving network- or connectivity-related problems, CapMetro will contact WCSD, during normal business hours, at **(512) 972-3200**. WCSD services performed as a result of these calls will be billed to CapMetro at the prevailing standard hourly rate and overtime rate at one-and-a-half times the hourly rate).

**1.c. Radio programming and template (“codeplug”) guidance:** The GATRRS Program Manager or his/her designee may review all radio programming templates created for use by CapMetro before any template is programmed into a CapMetro subscriber unit. WCSD services pertaining to the development and creation of CapMetro radio programming templates (except for review and approval), and any physical programming of subscriber units (mobile and portable radios, control stations, dispatch consoles, etc.), will be billed by WCSD to CapMetro at the prevailing standard hourly rate with overtime at time-and-a-half.

**1.d. Miscellaneous labor and parts:** Other services pertaining to its radio communications needs, such as radio equipment or other public safety equipment installation, maintenance, and repair, requested by CapMetro and provided by WCSD, will be billed by WCSD to CapMetro at the standard hourly rate with overtime at time-and-a-half. Parts and supplies used in the performance of maintenance or repair services shall be billed at City’s documented vendor’s invoiced cost to City, plus the prevailing City mark-up.

**1.e.** Within thirty (30) calendar days of CapMetro’s receipt of City’s invoice, CapMetro shall make payment to: City of Austin – CTM, ATTN: Accounts Receivable, 6800 Burleson Rd., Bldg. 312, Ste. 265, Austin TX 78744. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate.

**1.f. Emergency Radio Shut-off:** In the event a subscriber unit is lost, stolen, or is being misused, CapMetro shall have the device immediately disabled and shall contact WCSD at (512) 972-3200 to make the request and send a written request to the GATRRS Program Manager within one business day via email to [wirelessmgr@austintexas.gov](mailto:wirelessmgr@austintexas.gov).

**2. Notification of Scheduled Maintenance or Repair with Service Impact:** Prior to undertaking scheduled maintenance or repair of the GATRRS Master Site, tower sites, or other subsystems or components, when that scheduled maintenance or repair may affect operations, connectivity, or functionality of CapMetro’s system, dispatch consoles, subscriber units, or other components, the GATRRS Program Manager or designee will notify CapMetro of the scheduled maintenance or repair event and the reason for it. This notification will be provided in the form of an email to the CapMetro Project Manager and any other CapMetro provided contacts. The email notification will be sent at least 72 hours in advance of the start of the planned maintenance period, unless the maintenance is identified as an emergency, meaning lesser time notice will be provided. CapMetro will have the option of requesting that the maintenance event be postponed for reasons of public or officer safety, or because the announced schedule severely impacts previously scheduled CapMetro operations.

Immediately prior to the start of any service-affecting work, CapMetro dispatch supervisors may be contacted by City of Austin Wireless Communication Services Division to alert them to the impending maintenance period. CapMetro may at that time request the maintenance be postponed or suspended for reasons of public or officer safety. Justifications for calling off scheduled maintenance include major inclement weather moving into the affected area, a multi-alarm fire in progress, or a law enforcement agency vehicle pursuit in progress. If City cancels the scheduled maintenance, all affected dispatch centers (if available) will be notified of the cancellation. The maintenance will be rescheduled following the procedures described above.

**3. Notification by GATRRS Program Manager of Scheduled Maintenance or Upgrade with Budgetary Impact:** When upgrade or non-emergency maintenance of the Master Site or other subsystems or components of the GATRRS is required for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by the GATRRS Program Manager, and that upgrade or maintenance event has budgetary impact affecting CapMetro the GATRRS Program Manager will notify CapMetro not less than twelve (12) months in advance for upgrades, and not less than six (6) months in advance for non-emergency maintenance. Notification will take the form of an email to CapMetro Project Manager or designee, followed by telephone and in-person discussions of the planned upgrade process.

**4. Notification by CapMetro Project Manager of Scheduled Maintenance or Upgrade with Budgetary Impact:** When upgrade or non-emergency maintenance of CapMetro system or other subsystems or components is desired for continued or improved functionality, continued or improved regional or statewide interoperability, or any other purpose deemed necessary by CapMetro Project Manager, and that upgrade or maintenance event has budgetary impact affecting GATRRS and its partners, CapMetro Project Manager will notify the GATRRS Program Manager not less than twelve (12) months in advance for upgrades, and not less than six (6) months in advance for non-emergency maintenance. Notification will take the form of an email to the GATRRS Program Manager or designee, followed by telephone and in-person discussions of the planned upgrade process, including a proposed statement of work, schedule, and related costs.





# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Operations, Planning and Safety Committee **Item #:** AI-2025-1416

**Agenda Date:** 3/12/2025

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Executive Operations, Planning and Safety Update - March 2025

*Update on Q1 agency performance, recent activities, personnel changes, communications and public outreach.*

**To:** CapMetro Board of Directors  
**From:** Patricia E. Vidaurri, Director of Performance and Strategic Initiatives  
**Date:** February 21, 2025  
**Subject:** Q1 Fiscal Year 2025 Performance Update

The purpose of this memo is to fulfill CapMetro’s commitment to providing quarterly agency performance updates to the Board of Directors as a complement to the publicly-available dashboards, quarterly financial reports, and standing administrative and operational updates at monthly board and committee meetings.

This memo reflects agency performance during the first quarter of fiscal year (FY) 2025. Staff will discuss Q1 performance during the Operations, Performance and Safety and Finance Board Committee meetings in March. Topics will include a deeper dive into agency performance and our successes, opportunities, and actions.

Staff will continue to evaluate our reporting to ensure our performance metrics are aligned with our agency’s customer, community, workforce, and organizational effectiveness goals. If you have any questions regarding this memo, please feel free to contact me.

## FY2025 Q1 Performance Scorecard

The Performance Scorecard reflects CapMetro's annual performance through Q1 FY2025.

Performance Measure	FY2024 FYTD	FY2025 FYTD	FY2025 FYTD Target	% to Target	FYTD YoY Change	FY2025 Full Year Target
<b>Ridership</b>						
<b>Total Ridership</b>	6,365,152	6,765,125	6,689,775	101%	6%	27,459,113
CapMetro Bus, Rapid, and Express	6,099,750	6,472,864	6,392,538	101%	6%	25,660,687
CapMetro Rail	119,290	139,908	134,321	104%	17%	610,327
CapMetro Access	136,112	152,353	139,923	109%	12%	588,429
Pickup	110,387	137,335	129,374	106%	24%	599,670
<b>On-Time Performance</b>						
CapMetro Bus, Rapid, and Express	80.0%	77.2%	83%	93%	-4%	83%
CapMetro Rail	98.0%	91.0%	96%	95%	-7%	96%
CapMetro Access	94.0%	88.0%	92%	96%	-6%	92%
Pickup*	69.3%	54.7%	92%	59%	-21%	92%
<b>Mean Distance Between Failures (in miles)</b>						
CapMetro Bus, Rapid, and Express	3,882	4,918	5,500	89%	27%	5,500
CapMetro Rail	7,676	3,356	15,000	22%	-56%	15,000
CapMetro Access	11,776	12,051	20,000	60%	2%	20,000
<b>Safety – Preventable Vehicle Collisions per 100,000 miles</b>						
CapMetro Bus, Rapid, and Express	4.40	3.77	2.80	74%	-14%	2.80
CapMetro Rail	1.71	0.00	1.04	100%	-100%	1.04
CapMetro Access & Pickup	2.30	1.98	1.70	86%	-14%	1.70
<b>Safety – Passenger Injuries per 100,000 passengers</b>						
CapMetro Bus, Rapid, and Express	0.25	0.25	0.35	100%	0%	0.35
CapMetro Rail	0.00	0.00	0.25	100%	0%	0.25
CapMetro Access & Pickup	0.73	0.66	0.25	38%	-10%	0.25
<b>Lost Time (Bus)</b>	5.7%	3.7%	1.5%	41%	-35%	1.5%
<b>Customer Satisfaction Survey</b>	This metric is assessed annually.					85%
<b>Employee Turnover (CapMetro Staff)</b>	This metric is assessed annually.					18%
<b>Financial Performance</b>						
Operating Expenditures as % of Budget	20.7%	22.9%	25.5%	87%	11%	90%-100%
Capital Expenditures as % of Budget	3.6%	14.4%	20.6%	70%	300%	80%-100%
<b>Disadvantaged Business Enterprise (DBE) Utilization</b>	This metric is assessed annually.					22.5%
<b>Small Business Enterprise (SBE) Commitments</b>	This metric is assessed annually.					22.5%

\*The reliability metric for Pickup is currently being evaluated by CapMetro staff.

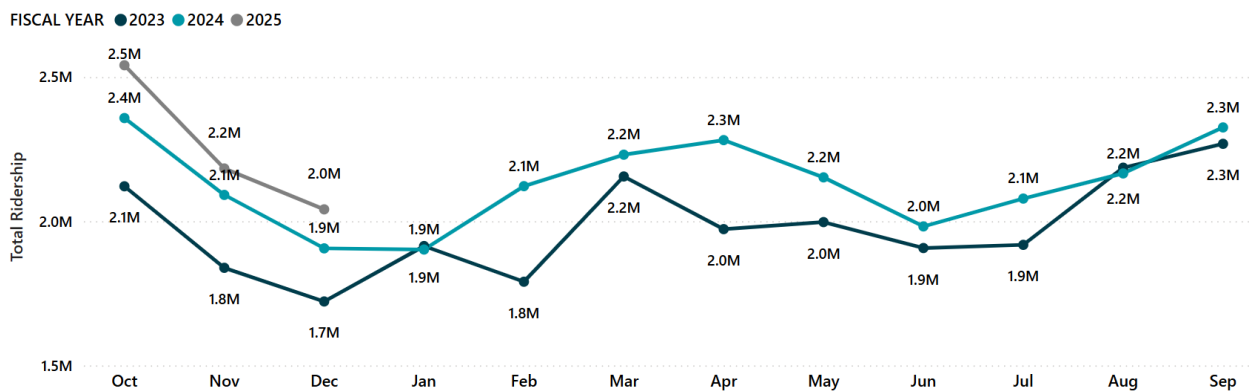
# Ridership

Ridership is the number of passengers utilizing transit service, measured on entrance to and exit from the vehicle. Using automatic passenger counters (APCs), passengers are counted each time they board no matter how many vehicles they use to travel from their origin to their destination.

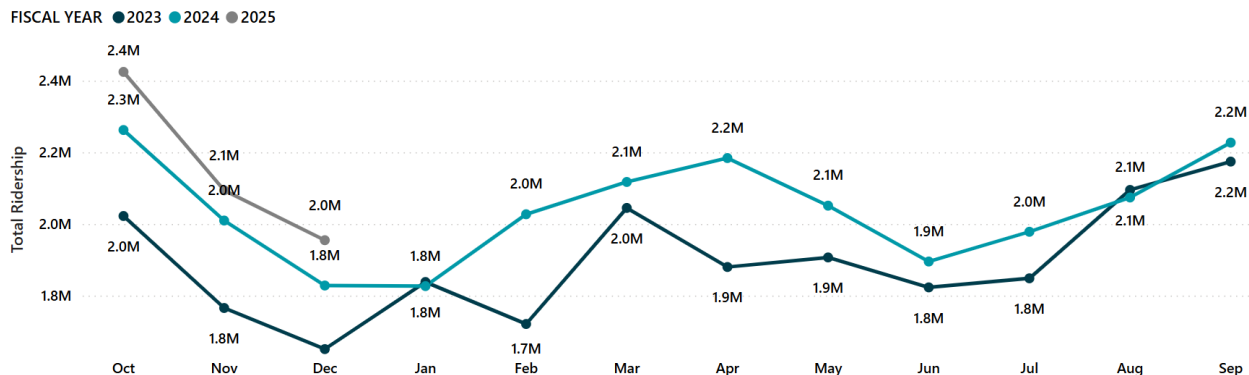
System-wide ridership increased to 6.8 million total boardings in Q1 FY2025. This 6.3% increase exceeded the FY2025 goal of a 5.1% increase over Q1 FY2024. Growth was driven by strong performance across all services, including CapMetro Bus, Rapid, and Express, CapMetro Rail, CapMetro Access, and CapMetro Pickup.

- CapMetro Bus, Rapid, and Express ridership was 6.5 million in Q1 FY2025. This 6.1% increase exceeded the FY2025 goal of a 4.8% increase over Q1 FY2024.
- CapMetro Rail ridership was 139.9k in Q1 FY2025. This 17.3% increase exceeded the FY2025 goal of a 12.6% increase over Q1 FY2024.
- CapMetro Access ridership was 152.4k in Q1 FY2025. This 11.9% increase exceeded the FY2025 goal of a 2.8% increase over Q1 FY2024.
- CapMetro Pickup ridership was 137.3k in Q1 FY2025. This 24.4% increase exceeded the FY2025 goal of a 17.2% increase over Q1 FY2024.

## System-Wide Ridership

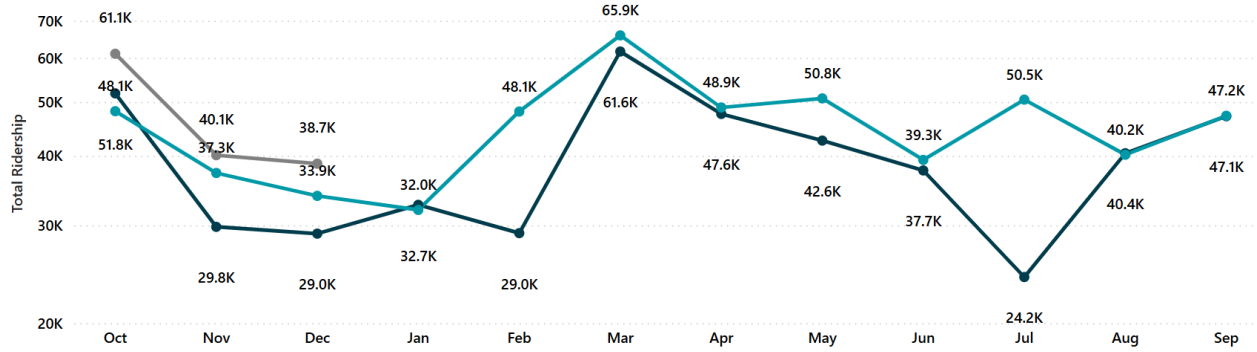


## CapMetro Bus, Rapid, and Express Ridership



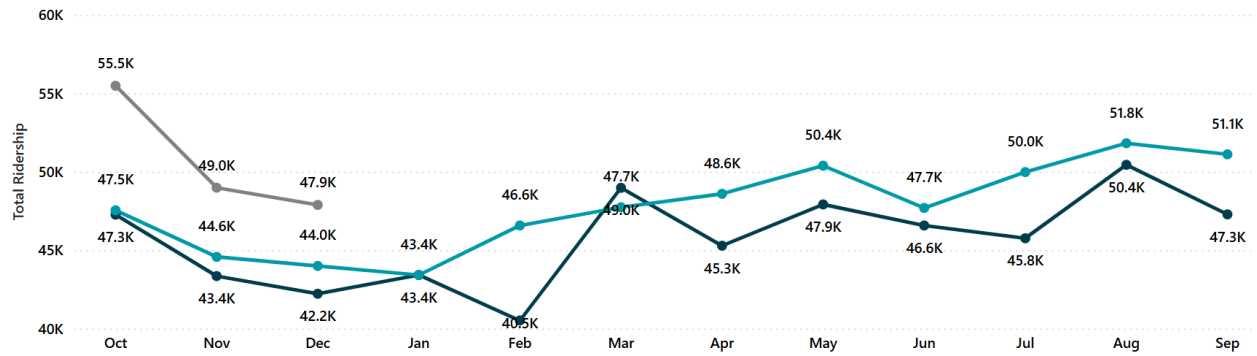
## CapMetro Rail Ridership

FISCAL YEAR ● 2023 ● 2024 ● 2025



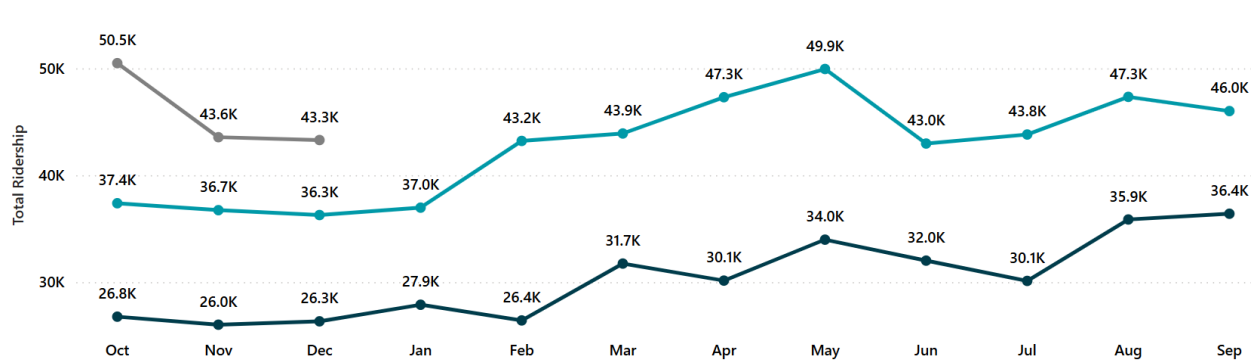
## CapMetro Access Ridership

FISCAL YEAR ● 2023 ● 2024 ● 2025



## CapMetro Pickup Ridership

FISCAL YEAR ● 2023 ● 2024 ● 2025



## On-Time Performance

The definition of on-time performance (OTP) varies by mode. For Bus, Express, and Rail, OTP is the percentage of actual departure times that are less than six minutes late and not prior to scheduled departure times. For Rapid lines operating on a headway-based schedule, OTP is the percentage of actual departure times that are less than five minutes or 50 percent of the headway, whichever is less, than the preceding bus. For Access service, OTP is the percentage of vehicles arriving within 15 minutes of the negotiated pick-up time.

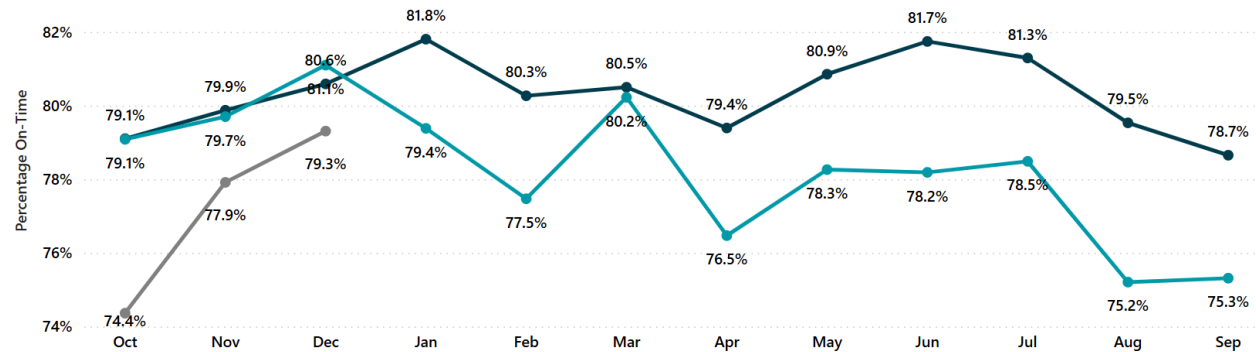
For Pickup service, OTP was initially defined as the percentage of trips arriving within 15 minutes of trip request. Despite consistently not meeting the goal, customer ratings for Pickup remain high. Alternative OTP measures for Pickup are being evaluated by CapMetro staff to ensure closer alignment with customer experience.

On-time performance in Q1 FY2025 was lower than the target for each service mode. A higher percentage indicates better performance.

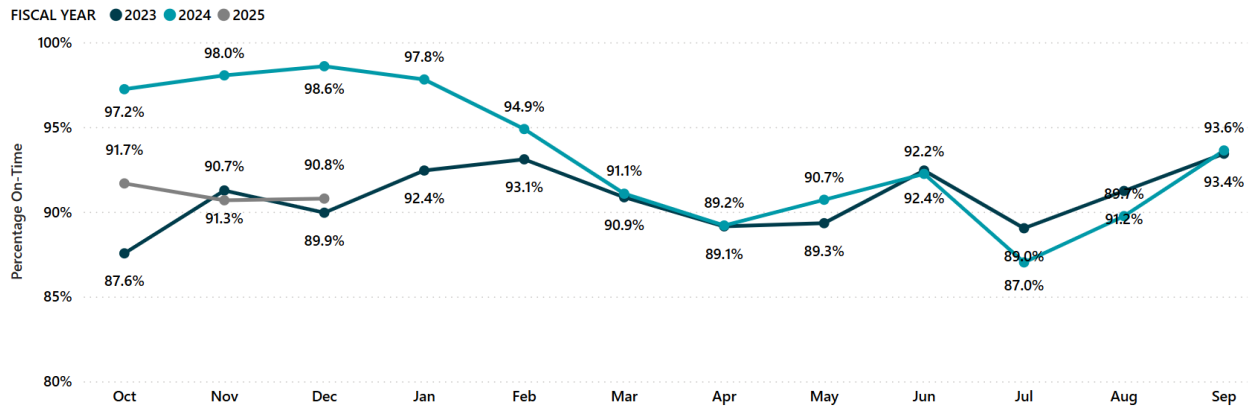
- The on-time performance for CapMetro Bus, Rapid, and Express was 77.2% in Q1 FY2025. This was lower than Q1 FY2024 (80.0%) and lower than the FY2025 goal of 83%.
- The on-time performance for CapMetro Rail was 91.0% in Q1 FY2025. This was lower than Q1 FY2024 (98.0%), and lower than the FY2025 goal of 96%.
- The on-time performance for CapMetro Access was 88.0% in Q1 FY2025. This was lower than Q1 FY2024 (94.0%), and lower than the FY2025 goal of 92%.
- The on-time performance for CapMetro Pickup was 54.7% in Q1 FY2025.

## CapMetro Bus, Rapid, and Express On-Time Performance

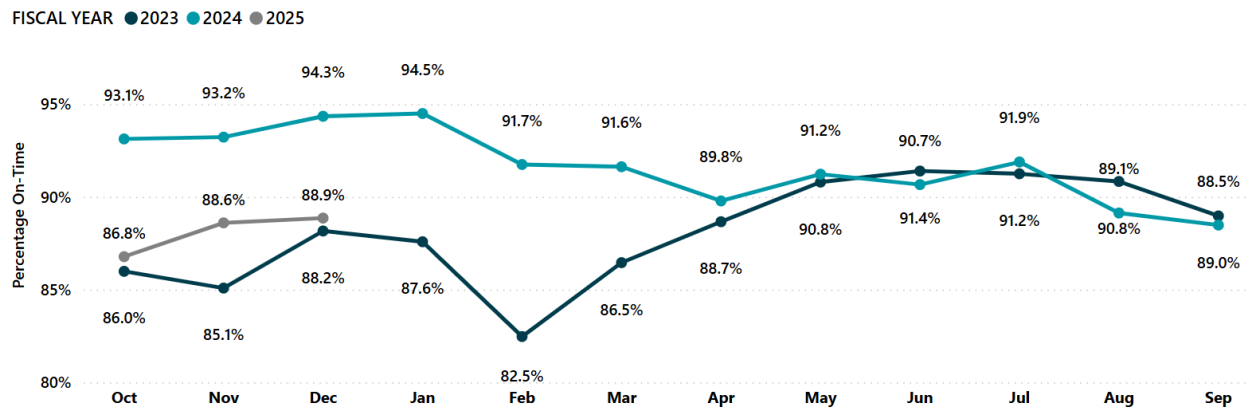
FISCAL YEAR ● 2023 ● 2024 ● 2025



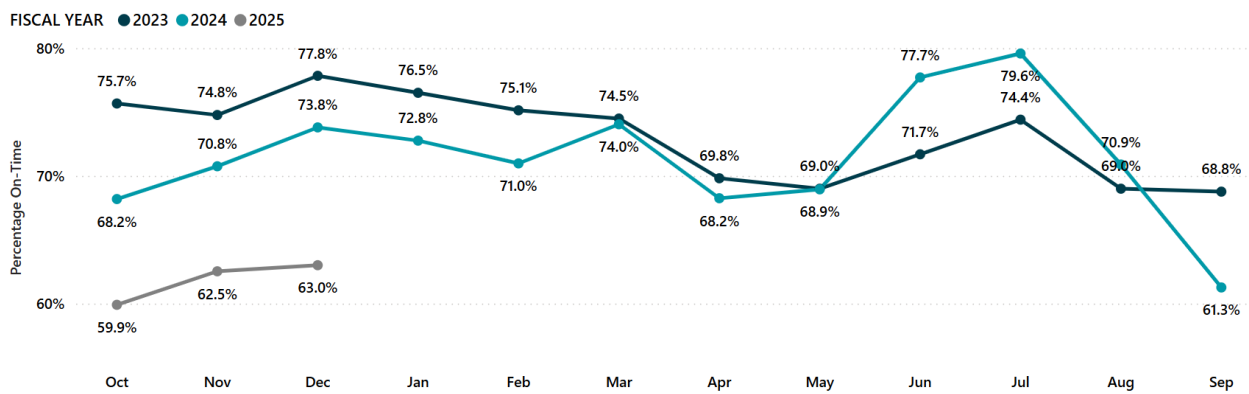
## CapMetro Rail On-Time Performance



## CapMetro Access On-Time Performance



## CapMetro Pickup On-Time Performance



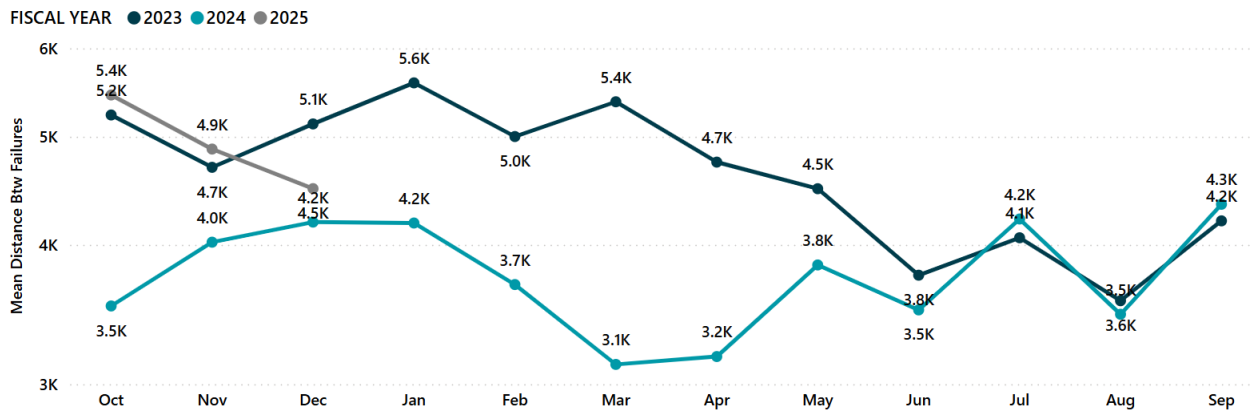
## Mean Distance Between Failures

Mean Distance Between Failures (MDBF) is a reliability metric that measures the mean number of miles traveled between the failure of a mechanical element that prevents the vehicle from completing a scheduled revenue trip or starting the next scheduled revenue trip. It is calculated by dividing the total miles by the number of chargeable road calls for CapMetro Bus, Rapid, and Express, and CapMetro Access, or by the number of mechanical failures for CapMetro Rail.

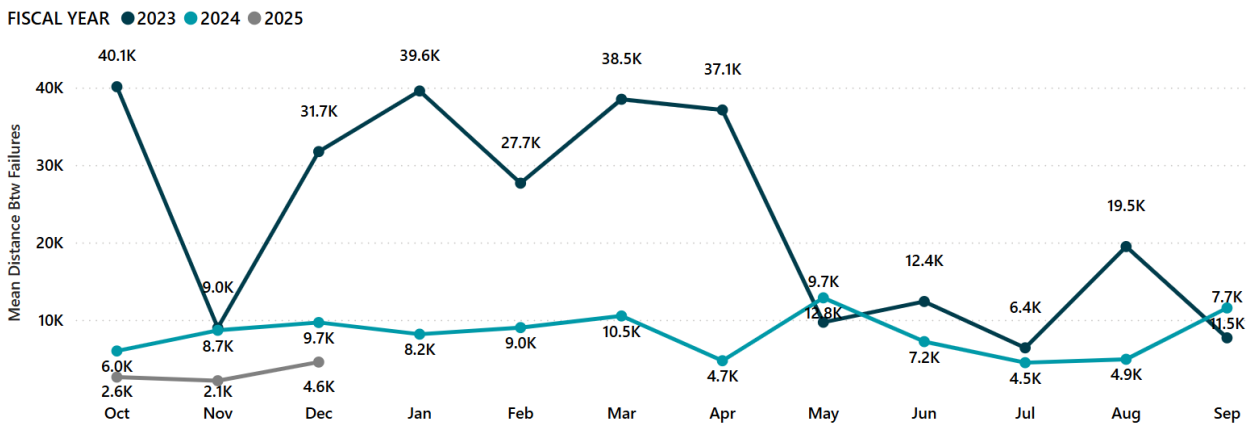
Mean Distance Between Failures performance in Q1 FY2025 improved year-over-year for CapMetro Bus, Rapid, and Express, and CapMetro Access, but declined for CapMetro Rail. CapMetro Access was the only mode to meet their FY2025 goal, which was achieved in December. A higher MDBF number indicates better performance.

- In Q1 FY2025, the MDBF for CapMetro Bus, Rapid, and Express improved to 4,918. While there was an increase from 3,882 in Q1 FY2024, it did not meet the FY2025 goal of 5,500.
- The MDBF for CapMetro Rail was 3,356 in Q1 FY2025. It was lower than 7,676 in Q1 FY2024 and did not meet the FY2025 goal of 15,000.
- The MDBF for CapMetro Access in Q1 FY2025 improved to 12,051. It increased compared to 11,776 in Q1 FY2024, with December 2024 achieving the FY2025 goal of 20,000.

## CapMetro Bus, Rapid, and Express Mean Distance Between Failures

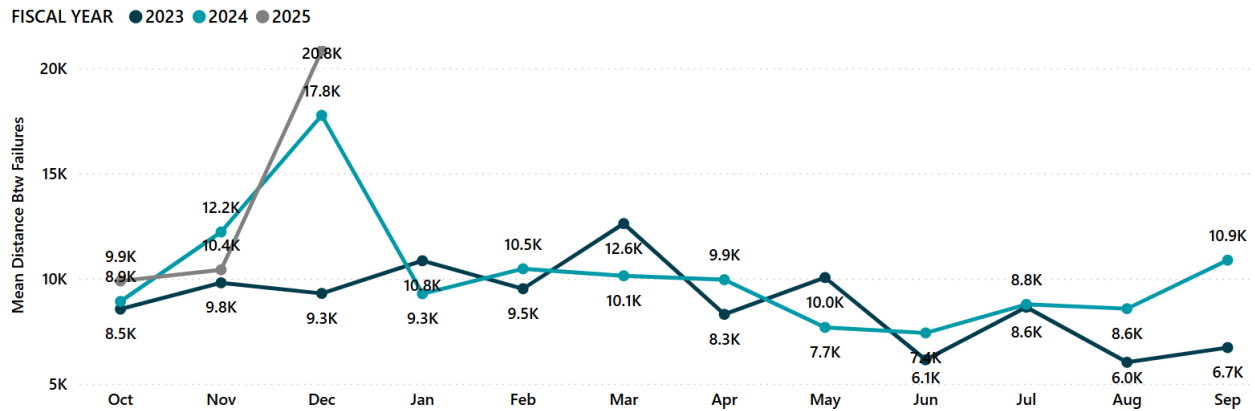


## CapMetro Rail Mean Distance Between Failures





## CapMetro Access Mean Distance Between Failures

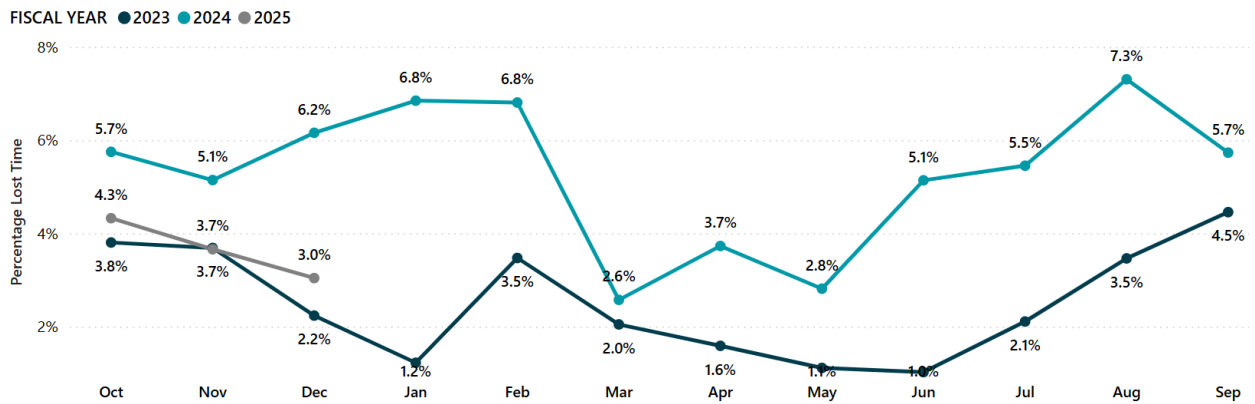


## Lost Time

Lost time is the percentage of revenue service hours for CapMetro Bus, Rapid, and Express that are scheduled but not operated. It is calculated by subtracting Actual Bus Revenue Hours from Scheduled Bus Revenue Hours, then dividing the result by Scheduled Bus Revenue Hours to determine the proportion of scheduled service that was not operated. A lower percentage indicates better performance.

The CapMetro Bus, Rapid, and Express bus lost time in Q1 FY2025 improved to 3.7% compared to 5.7% in Q1 FY2024. However, it remained above the FY2025 goal of 1.5%.

## CapMetro Bus, Rapid, and Express Lost Time



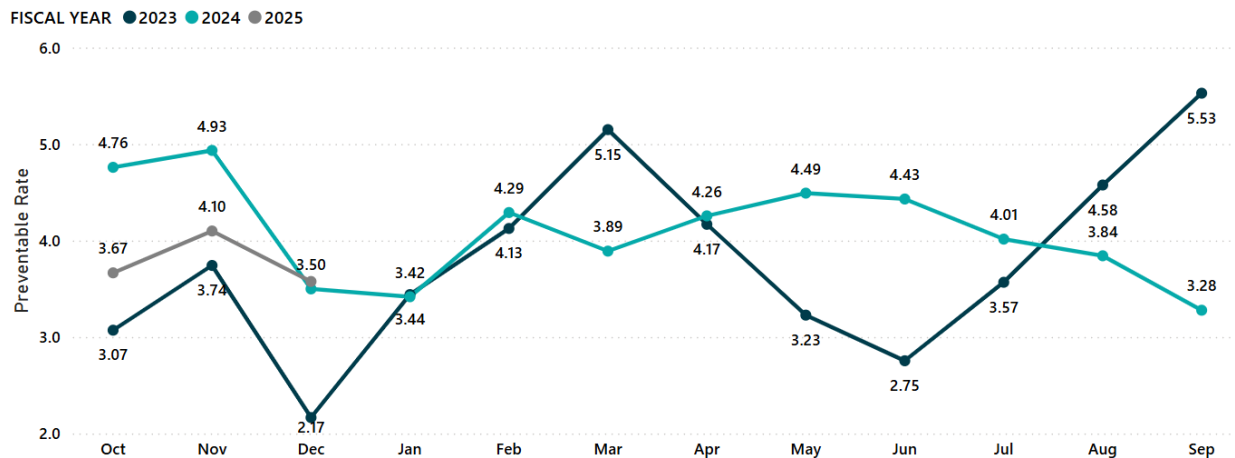
## Safety – Preventable Vehicle Collisions per 100,000 Miles

The National Safety Council defines a preventable collision as a collision in which the driver failed to do everything reasonable to avoid it. It measures how often preventable collisions occur relative to miles driven. It is calculated by dividing the total number of preventable collisions by the total vehicle revenue miles and then scaling the result to 100,000 miles for standard comparison.

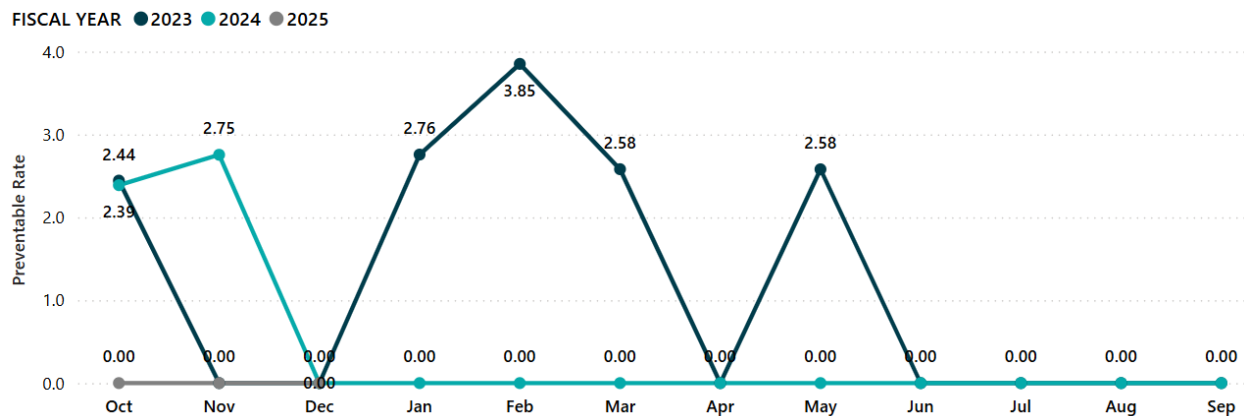
Preventable vehicle collision performance in Q1 FY2025 improved year-over-year for all service modes. However, only CapMetro Rail met the FY2025 goal. A lower rate indicates better performance.

- For CapMetro Bus, Rapid, and Express, the preventable vehicle collision rate improved to 3.77 in Q1 FY2025 from 4.40 in Q1 FY2024, but it did not meet the FY2025 goal of 2.8.
- For CapMetro Rail, the preventable vehicle collision rate was 0.00 in Q1 FY2025. It improved from 1.71 in Q1 FY2024 and met the FY2025 goal of 1.04.
- For CapMetro Access and Pickup, the preventable vehicle collision rate improved to 1.98 in Q1 FY2025 from 2.30 in Q1 FY2024. It did not meet the FY2025 goal of 1.70.

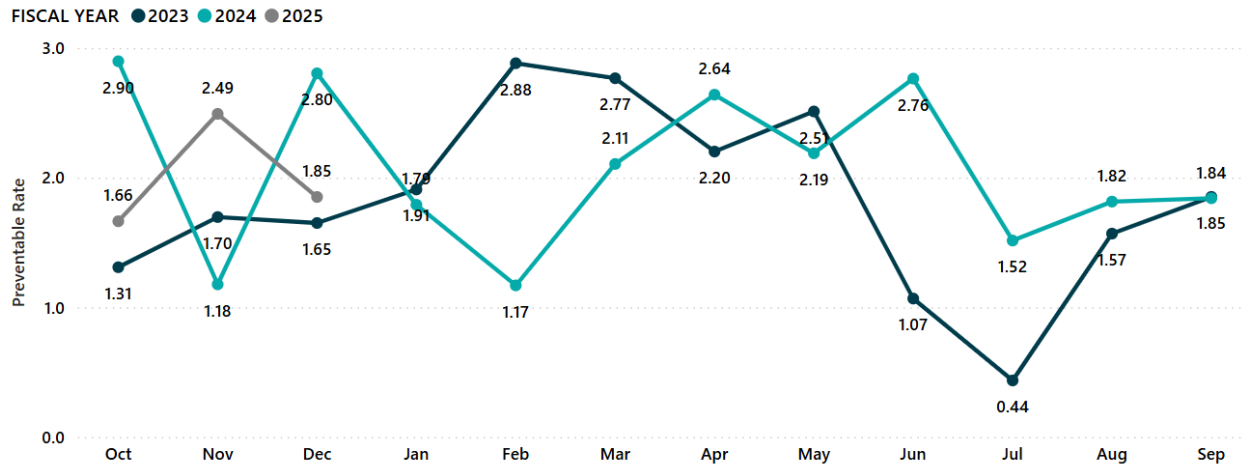
### CapMetro Bus, Rapid, and Express Preventable Vehicle Collisions per 100,000 Miles



### CapMetro Rail Preventable Vehicle Collisions per 100,000 Miles



## CapMetro Access & Pickup Preventable Vehicle Collisions per 100,000 Miles



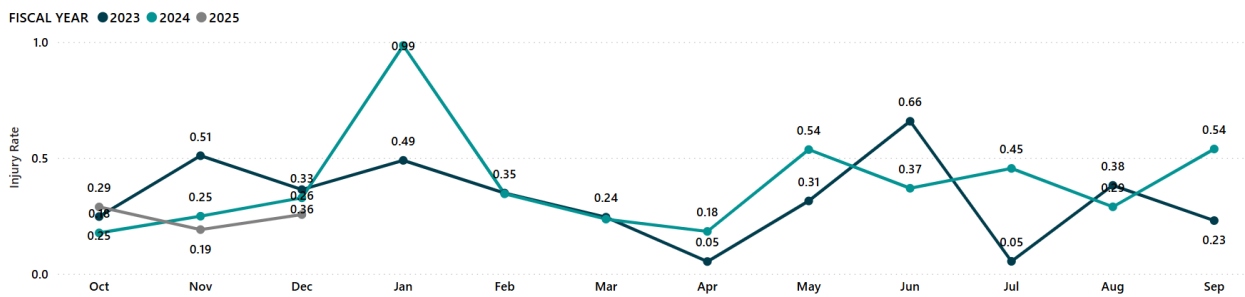
## Safety – Passenger Injuries NTD Rates

The National Transit Database (NTD) defines injury as any harm to persons as a result of an event that requires immediate medical attention away from the scene. It does not include harm resulting from a drug overdose, exposure to the elements, illness, natural causes, or occupational safety events occurring in administrative buildings. It measures the rate of passenger injuries relative to total ridership. It is calculated by dividing the total number of passenger injuries by the total ridership and then scaling the result to 100,000 for standard comparison.

Passenger injuries performance in Q1 FY2025 is consistent year-over-year for all service modes. CapMetro Bus, Rapid, and Express, and CapMetro Rail met the FY2025 goal, but CapMetro Access and pickup did not meet the FY2025 goal. A lower rate indicates better performance.

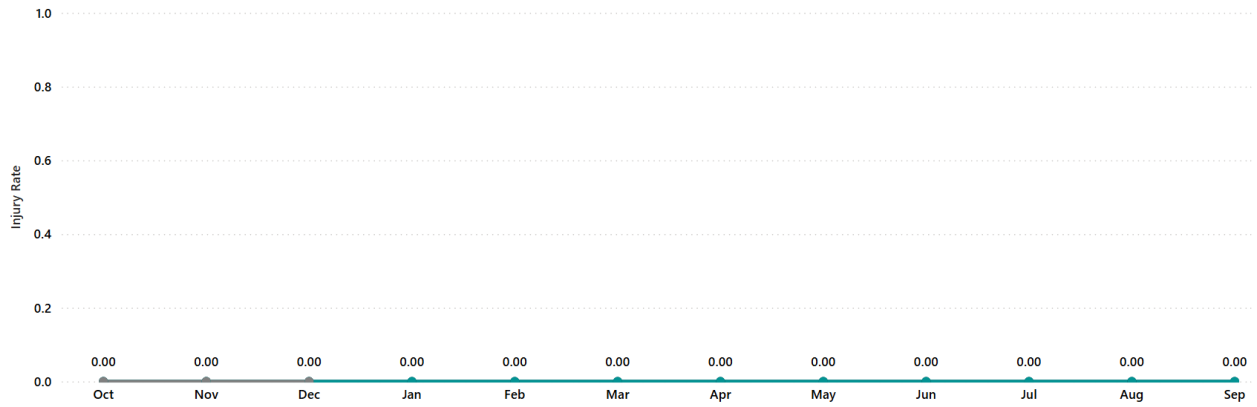
- For CapMetro Bus, Rapid, and Express, the passenger injury rate was 0.25 in Q1 FY2025 and was the same as 0.25 in Q1 FY2024. It met the FY2025 goal of 0.35.
- For CapMetro Rail, the passenger injury rate remained at 0.00 in Q1 FY2025. It was consistent with the same rate of 0.00 in Q1 FY2024 and met the FY2025 goal of 0.25.
- For CapMetro Access and Pickup, the passenger injury rate was 0.66 in Q1 FY2025. It improved compared to 0.73 in Q1 FY2024, but it did not meet the FY2025 goal of 0.25.

## CapMetro Bus, Rapid, and Express Passenger Injuries



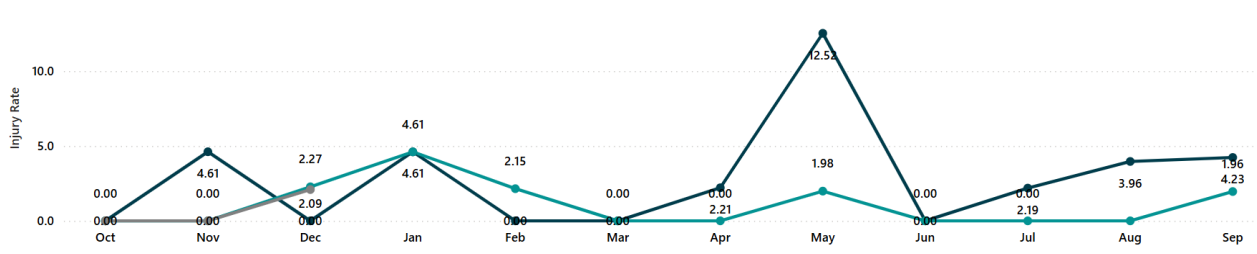
## CapMetro Rail Passenger Injuries

FISCAL YEAR ● 2023 ● 2024 ● 2025



## CapMetro Access & Pickup Passenger Injuries

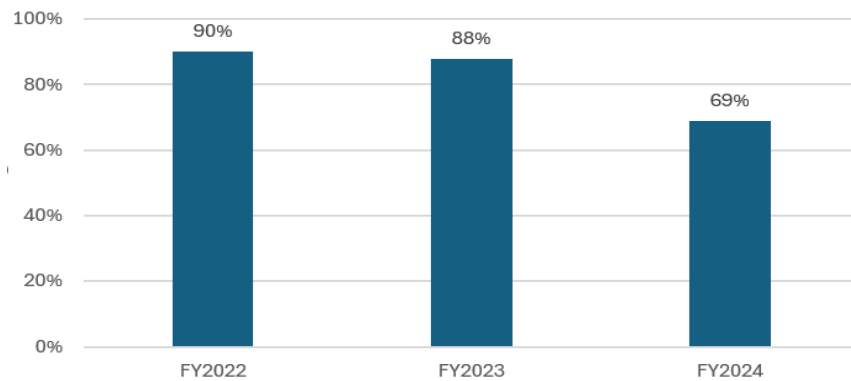
FISCAL YEAR ● 2023 ● 2024 ● 2025



## Customer Satisfaction Survey (Annual Metric)

Customer satisfaction tracks the percentage of CapMetro riders who reported they were satisfied with the agency's services. This measure is collected annually through a customer satisfaction survey. The customer satisfaction survey is conducted annually. This metric is assessed annually. A higher rate indicates a greater level of satisfaction.

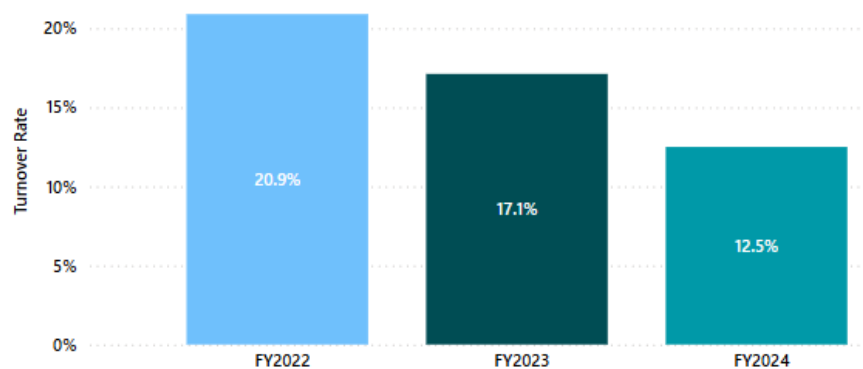
FY2024 saw a decrease in overall customer satisfaction on the survey conducted in April 2024. This sentiment was driven by a desire for improvements in bus frequency, on-time performance, protection from the weather at stops and stations, and safety from harassment on the vehicle. Each of these elements (service planning, operational improvements, investments in amenities and a focus on public safety) are being actively worked in FY2025 to better support the riders.



## Employee Turnover (Annual Metric)

The turnover rate is the number of terminations over the average number of employees in a year. This measures turnover for CapMetro employees only. It is calculated by dividing the number of terminations by the average number of employees for the year, where the average is determined by taking the sum of the employee count at the beginning and end of the year and dividing by two. This metric is assessed annually.

In FY2024, the turnover rate was 12.5%, which was lower than the 17.1% in FY2023. Since a lower turnover rate indicates better performance, FY2024 met the goal of 18.0%.



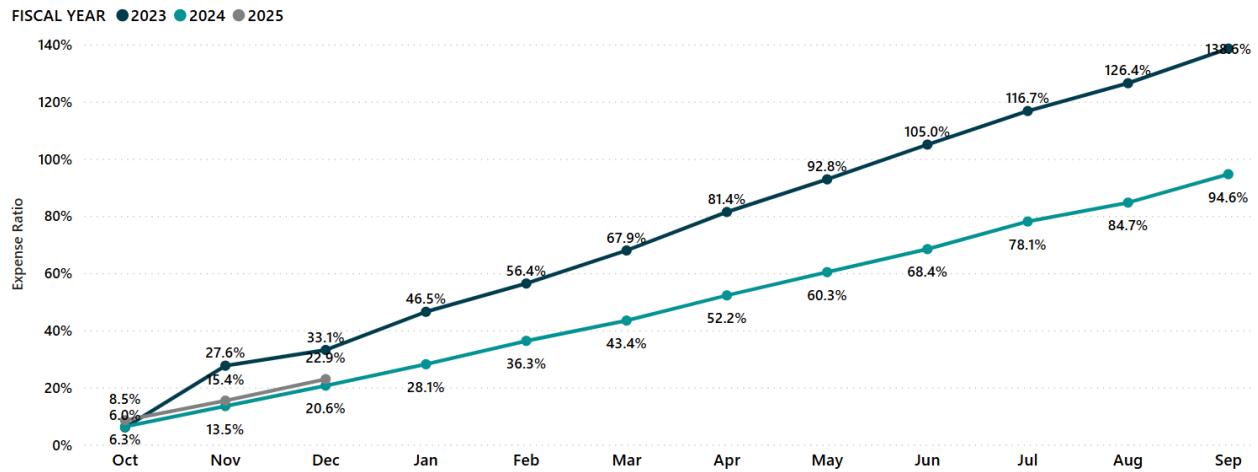
## Financial Performance

The operating expenditures metric measures the percentage of budgeted operating funds that have been actually incurred over a given period. The capital expenditures metric measures the percentage of budgeted capital funds that have been actually incurred over a given period. Both metrics are calculated by dividing the actual expense by budgeted expense to derive the percentage of actual expense to budgeted expense.

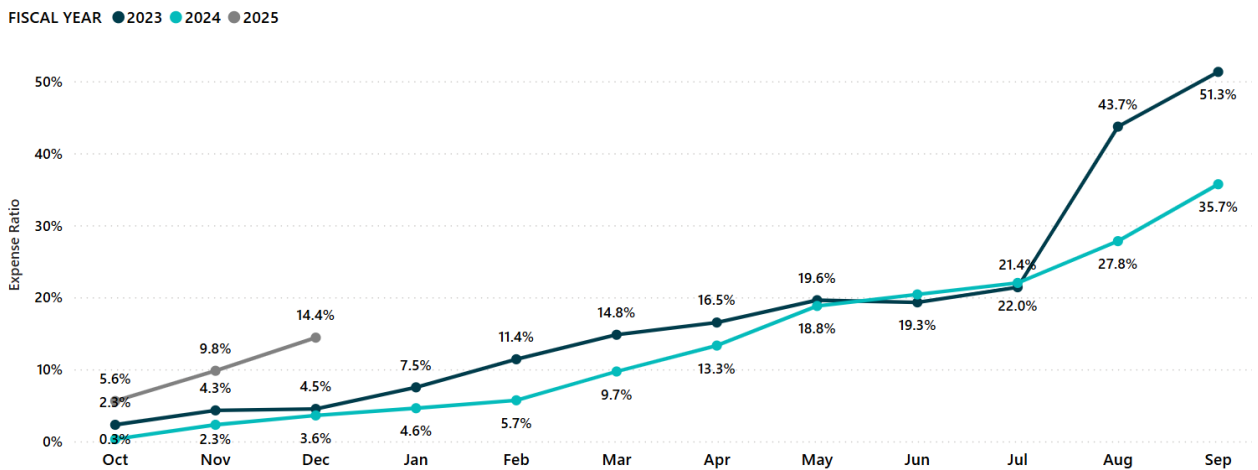
Both metrics improved year-over-year compared to FY2024, but both metrics did not meet their FY2025 goals. A ratio closer to the goal indicates better performance, as it reflects alignment with the planned budget and effective financial management.

- By the end of Q1 FY2025, the operating expenditure ratio was 22.9%. It was higher than 20.7% by the end of Q1 FY2024, but it did not meet the FY2025 goal of 25.5%.
- By the end of Q1 FY2025, the capital expenditure ratio was 14.4%. It was higher than 3.6% by the end of Q1 FY2024, but it did not meet the FY2025 goal of 20.6%.

## Operating Expenditures



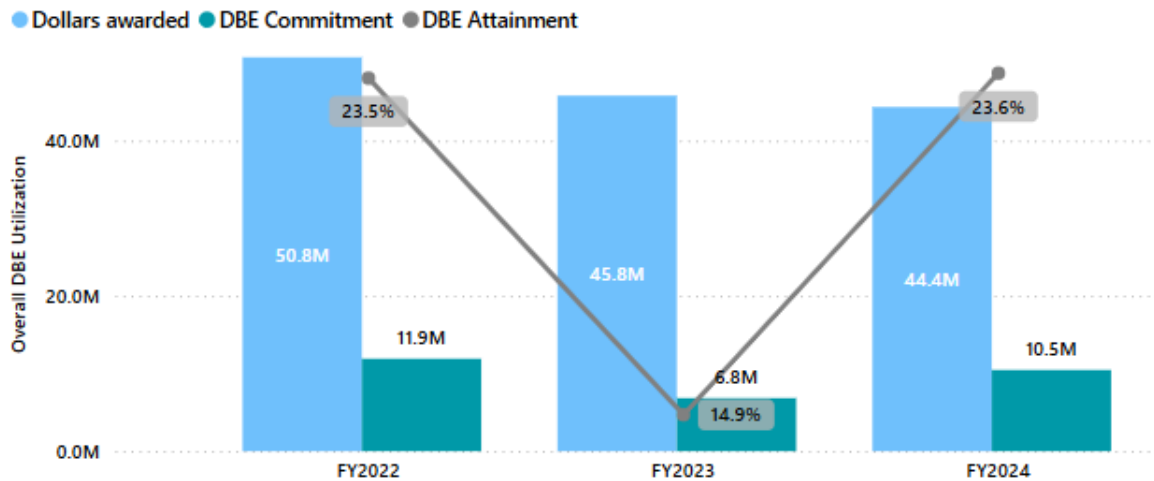
## Capital Expenditures



## Disadvantaged Business Enterprise (DBE) Commitments (Annual Metric)

Total commitments to Disadvantaged Business Enterprises (DBE) for goods and services on contracts with FTA funding. It is calculated by dividing the total DBE commitment by the total awarded contract values to determine the DBE utilization rate. This metric is assessed annually.

In FY2024, the DBE utilization rate reached 23.6%, exceeding the goal of 22.5%. The total dollars awarded to DBEs was \$10.5 million.



## Small Business Enterprise (SBE) Commitments (Annual Metric)

Total commitments to Small Business Enterprises (SBE) for goods and services on contracts with FTA funding. It is calculated by dividing the total SBE commitment by the total awarded contract values to determine the SBE utilization rate. This metric is assessed annually.

In FY2024, the SBE utilization rate was 7.9%, falling short of the goal of 22.5%. The total dollars awarded to SBEs was \$4.4 million.

