



Agenda - Final revised
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, October 28, 2024

12:00 PM

Rosa Parks Boardroom

Any items marked with * have been added or revised.

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Safety Briefing:

III. Recognition:

1. Alfred Webb, Sr.

IV. Public Comment:

V. Advisory Committee Updates:

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee
3. Public Safety Advisory Committee (PSAC)

VI. Board Committee Updates:

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee
3. CAMPO update
4. Austin Transit Partnership Update

VII. Consent Items:

1. Approval of minutes from the September 11, 2024 public hearing and September 23, 2024 board meeting.

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin, for participation in the University's IC2 Institute Readiness Training Program (RTP) for an amount not to exceed \$120,000 for a term of two years beginning November 1, 2024, thru October 31, 2025 ("Initial Term"), with a one-year option term.

VIII. Action Items:

1. Approval of a resolution adopting the 2025 CapMetro Board Meeting Calendar.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract, including a lease agreement, with Bright Horizons Family Solutions, LLC for the operation of the Childcare and Learning Center for one base year and four one-year options for a total contract amount of \$230,000.
3. Approval of a resolution authorizing the President & CEO, or her designee to finalize and execute an Interlocal Agreement (ILA) with the State of Texas through its government entity, Texas State Library and Archives Commission, for digital document scanning and future document storage services starting November 1, 2024 with a termination date of August 31, 2026 in an amount not to exceed \$3,500.
4. Approval of a resolution adopting the FY2025 Annual Internal Audit Plan.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Settlement Agreement in Lieu of Condemnation with the City of Pflugerville to grant the City one Temporary Construction Easement across up to 1.208 acres of the 25.00 acres of land owned by CapMetro located at 10805 Cameron Road, in exchange for compensation to CapMetro in the amount of \$67,521.
6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute contracts with Bowman Consulting Group, LLC, Doucet & Associates, Inc., McGray & McGray Land Surveyors, Inc., and Surveying and Mapping, LLC, for Real Property Surveying services on a task order basis for a base period of three (3) years with two (2) option periods for 12 months each in an aggregate amount not to exceed \$2,955,000.
7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Austin for the design and construction of a Redline double-track and multimodal improvements project along East 5th Street through which CapMetro will contribute \$14,184,000, while the City contribution will not exceed \$5,000,000.

- 8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute the granting of an electric utility easement to the City of Austin on CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas 78747, for the purpose of placing, constructing, reconstructing, installing, operating, repairing, maintaining, inspecting, replacing, upgrading or removing electric distribution and electric telecommunications lines and systems to serve the battery electric bus charging infrastructure as set forth in the easement, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the facilities/improvements...end
- 9. Approval of a resolution authorizing the President & CEO, or her designee, to grant a Storm Sewer Drainage Easement and a Water/Wastewater Easement to the City of Austin for the Goodnight Ranch Park and Ride Construction Project.
- 10. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a signage easement agreement with Austin Goodnight Ranch, L.P., adjacent to CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas, 78747, for the purpose of the installation, construction, maintenance, operation, replacement, repair and upgrade of traffic control signs.
- 11. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute the granting of a joint access easement agreement with Austin Goodnight Ranch, L.P., on CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas, 78747, for the purpose of the construction, operation, maintenance, replacement, repair, upgrade, and use of a paved access drive, related curb cuts, access points from such drive onto adjoining rights-of-way, landscaping, curbs, gutters, drainage channels, drainage conveyance structures, and all other access-related improvements to be constructed within the access easement area.

IX. Report:

- 1. President & CEO Monthly Update - October 2024

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

Section 551.074 for Personnel Matters related to President & CEO annual performance evaluation

XI. Items for Future Discussion:

XII. Adjournment

ADA Compliance

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

BOARD OF DIRECTORS: Jeffrey Travillion, Chair; Leslie Pool, Vice Chair; Becki Ross, Secretary; Eric Stratton, Paige Ellis, Matt Harriss, Dianne Bangle and Chito Vela.

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



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-189

Agenda Date: 3/28/2022

Customer Satisfaction Advisory Committee (CSAC)

Capital Metropolitan Transportation Authority

Customer Satisfaction Advisory Committee (CSAC)

Wednesday, October 9, 2024

6:00pm

Virtual Presentation

CapMetro Employees: Kelsey Lammy, Ariel Marlowe, Brian Alejandro, Jordan McGee, JD Simpson, Rhys Rea-Tucker, Bettye Taylor

Committee Members: Fangda Lu, Arlo Brandt, Betsy Greenberg, Ephraim Taylor, David Foster

Guests: Ruven Brooks, Zenovia Joseph

Meeting called to order at 6:04PM

Welcome / Introductions / Call to Order

Chair Taylor

Approval of the Sept minutes - Motion to approve by David Foster/2nd by Arlo Brandt – passes unanimously

Public Communications

Ruven Brooks reminds everyone that during the last meeting **Nadia Ramirez-Barrera** shared about the joint work between CapMetro and City of Austin on Transit Speed and Reliability. At the recent Urban Transportation Commission meeting, they passed a resolution on joint work. He expressed a desire for that collaborative relationship to continue and grow and highlighted an opportunity for them to potentially propose items for an upcoming COA bond issue. **Betsy Greenberg** asks for a copy of the resolution to be sent to the committee members

Zenovia Joseph invokes Title 6 of the Civil Rights Act of 1964 and expresses concern about the COA's application for the P.R.O. Housing grant. She raises concerns about the recommendations being made for the funding. She shares her feeling that the messaging around this campaign is disingenuous. Would prefer that service be improved north of 183, instead of furthering the campaign for Project Connect. She continues to share struggles and issues for riders in the Howard Station/Merrilltown Area. She also raises concerns about safety, especially north of US 183. She asks the committee and CM staff to recognize that Vision Zero is more than words. 2009 multi-departmental study revealed that Midblock is where people are killed. Instead of closing that stop, CM added a Braker stop. She also shared some anecdotal concerns from communities who are having their late-night service cut. Additionally requested that her comments be put in full and not be abbreviated.

Arlo Brandt expresses a belief that lack of service may be due to population density and agrees that issues concerning safety must be focused upon. **Zenovia Joseph** refutes that point by bringing up the 2017 financial report that showed a unilateral decision making process that did not comply with federal regulations. Shared that CM Planners removed 240 Rutland and created the South Austin Network for half the riders at twice the cost. **Betsy Greenberg** critiques Arlo's statement and agrees with **Zenovia Joseph**, expressing that the best predictors of ridership are income instead of density. **Arlo Brandt** concedes that he might have been incorrect and will review the information shared. **Ruven Brooks** adds that income is a reverse predictor for transit, the higher the income, the lower the ridership.

<CapMetro Bikeshare Expansion Plan>

Nadia Ramirez-Barrera,

Gives a presentation that provides an overview and update on the 4 major elements of the Bikeshare Expansion Plan: Market Study, Lengthy community engagement (surveys and focus groups), Operations/Finance, and Performance Metrics. Explains how this plan helps determine a growth pattern for the bike share system.

She is thanked by **Chairman Taylor** and by **David Foster**, who then asked about service timeline. **Nadia Ramirez-Barrera** reveals that the city has been awarded a 12 million power grant. Capital investment helps us gauge how to roll it out, because the city owns the bikes and CM plans, operates, and maintains the system. Next year, 12 new stations, 26 after that. Up to 300 stations in 10 years, all outlined in the plan.

David Foster asks if finding staff and mechanics is as difficult as the issues Rapid and Bus are having. **Nadia Ramirez-Barrera** replies that it is not acute of an issue. **JD Simpson** shares that there is a metric they use for operational growth. As bikes are added, a certain number of people are hired. It's based upon density and must grow organically, because it must be operationally maintained.

David Foster wonders if Nadia or JD can provide a guess for when Bikeshare will be down in the S. Lamar/Westgate area. **Nadia Ramirez-Barrera** shares that bikeshare in that area is not slated for the next 10 years.

<Red Line Trail Study>

Rhys Rea-Tucker. CapMetro Planner

Overviews Red Line Trail Concept and Red Line Trail Study. Created as a concept for a key north/south spine of transportation in Central Texas. Shares that they are at end of study and will be publishing and sharing with the public soon. Gives insight on key elements of the study: Formulating Guidelines and Processes, Alignment Possibilities, Feasibility, and Challenges. Provides feedback from Community Engagement on future Red Line Trail. Explains the study is not meant to predict the future trail, merely to outline what would be feasible.

David Foster shares that he had been one of the instigators of the rail with trails and would like to discuss Tier 3 sections. He understands the desire for 25ft of trail separation from rail but brings up the overarching standards of reducing the desirable setback in exchange for a more robust physical separation. Explains that there are currently sections under 1-35 that abide by the standard he mentioned. Asks that the departmental desire to create a 25ft separation not become an impediment to completing the process. He suspects that there are examples around the country that show it can be done. Thanks **Rhys Rea-Tucker** and Planning for reaching out to the community.

Rhys Rea-Tucker shares that he is aware of cases of existing trails that are closer than 25ft. Explains that current planning standards for 25ft are related to safety concerns, derailments, and full operational needs. Expresses that they aren't shutting the door on that number, but are working case by case based upon what the jurisdictions allow.

Kelsey Lammy brings up the possibility of changing "team" meetings to "zoom" meetings. Has had feedback about accessibility. Expresses that this change wouldn't occur until beginning of the new year.

Chair Ephraim Taylor emphasizes the need for attendance next month due to elections next month.

Meeting adjourned at 7:00 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-190

Agenda Date: 3/28/2022

Access Advisory Committee

Capital Metropolitan Transportation Authority

Access Advisory Committee

Tuesday, October 2, 2024

5:30pm

Virtual Presentation

CapMetro Employees: Kelsey Lammy, Ariel Marlowe, Art Jackson, Martin Kareithi, Julie Lampkin, Sara Sanford, Nadia Barrera-Ramirez, JD Simpson, Randy Slaughter, Louise Friedlander

Committee Members: Glenda Born, Audrea Diaz, Otmar Foehner, Mike Gorse, John McNabb

Supporting Staff: Nick Milum, Christopher Westbrook

Guests: Rebecca Allbritton, Albert Kyi

Meeting called to order at 5:32 PM

Welcome / Introductions / Call to Order

Vice-Chair Glenda Born

Approval of the minutes -- Mike Gorse / 2nd by John McNabb – passes unanimously

Public Communications

Rebecca Allbritton shares her thoughts on the Spare scheduling system. **Otmar Foehner** and **Art Jackson** offer their comments in reply. **Julie Lampkin** offers to contact Rebecca in order to address her specific concerns.

Mike Gorse brings up concerns about CapMetro introducing pilot testing for NaviLens, and his hesitancy to shift away from Braille based signage. **Martin Kareithi** offers insight into the pilot testing and assures him that any app approved would be done in conjunction with signage. **Glenda Born** emphasizes the belief that braille signs are more reliable than a full transition to NaviLens. **Martin Kareithi** reiterates that this test is just to learn about the user experience, especially given that signage is missing at times due to weather conditions impacting signage.

Spare Update

Julie Lampkin, Director of Demand Response Operations

Julie Lampkin shares that they are continually meeting with the Spare team to discuss improvements, such as modernizing the fleet of vehicles. To manage this expanded fleet, they will also be hiring more people for the transportation team.

Julie Lampkin discusses the team's ongoing training. External training has been focused on researching and documenting customer calls. Internal exercises have been keeping all informed and able to give feedback. **Glenda Born** expressed noticing that scheduling on the Spare App shows 15-minute variances in time. **Julie Lampkin** explains the reasoning behind them testing out pushing next day bookings back an additional 15 minutes.

CapMetro Bikeshare Expansion Plan

Nadia Barrera-Ramirez, Manager of Cross Agency Programs for Transit and Mobility

Nadia Barrera-Ramirez shares a presentation overviewing the CapMetro Bikeshare Report and Expansion Plan, a 10-year strategic framework for expansion. **Glenda Born** asks the requirements for bike usage. **Nadia Barrera-Ramirez** states that users must be 16 and older and use a credit card.

Glenda Born asks about the maintenance costs. **JD Simpson** explains that they currently do not have the operating budgetary numbers to share.

John McNabb enquires what the metrics show about the program. **JD Simpson** shares that ridership is increasing and that riders are giving good feedback.

John McNabb asks how much it costs per ride. **Sara Sanford** explains that the cost varies because of the ways a user can pay for service and places a link into the chat

Meeting adjourned at 6:22 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-329

Agenda Date: 1/24/2022

Public Safety Advisory Committee (PSAC)



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2024-1298

Agenda Date: 10/28/2024

Approval of minutes from the September 11, 2024 public hearing and September 23, 2024 board meeting.



Minutes
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Wednesday, September 11, 2024

12:00 PM

Rosa Parks Boardroom

Public Hearing on the Proposed FY2025 Budget and Proposed Spring 2025 Service Changes

I. Call to Order

12:01 p.m. Hearing Called to Order by Acting Chair Becki Ross.

| | |
|-----------------|--|
| Present: | Ross, Harriss, Vela, Bangle, and Ellis |
| Absent: | Travillion, Pool, and Stratton |

II. Presentation:

1. Fiscal Year 2025 Budget Public Hearing Presentation

III. Public Comment:

There was no public comment.

IV. Presentation:

1. Proposed Spring 2025 Service Change Presentation.

V. Public Comment:

There was no public comment.

VI. Adjournment

12:30 p.m. Hearing Adjourned

ADA Compliance

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Minutes
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, September 23, 2024

12:00 PM

Rosa Parks Boardroom

I. Call to Order

12:03 p.m. Meeting Called to Order

Present: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

II. Safety Briefing:

III. Public Comment:

The City of Georgetown's Nathaniel Waggoner, Edward Sledge, Sally Decker, Dan Balaban, and Zenobia Joseph provided public comments.

IV. Advisory Committee Updates:

1. Customer Satisfaction Advisory Committee (CSAC)
2. Access Advisory Committee
3. Public Safety Advisory Committee (PSAC)

V. Board Committee Updates:

1. Operations, Planning and Safety Committee
2. Finance, Audit and Administration Committee
3. CAMPO update
4. Austin Transit Partnership Update

VI. Consent Items:

1. Approval of minutes from the August 26, 2024 board meeting.

A motion was made by Vice Chair Pool, seconded by Board Member Bangle, that this Minutes be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Weaver and Tidwell, L.L.P. for Quadrennial Performance Audit services for a period of one hundred and eighty (180) calendar days in an amount not to exceed \$195,000.

A motion was made by Secretary of the Board Ross, seconded by Board Member Ellis, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Vela, Bangle, and Ellis

Recused: Harriss

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Memorandum of Understanding with the City of Round Rock authorizing Round Rock to be a direct recipient of a portion of CapMetro's FY2025 and FY2026 Federal Section 5307 Program funds.

A motion was made by Vice Chair Pool, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

VII. Action Items:

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

A motion was made by Board Member Stratton, seconded by Board Member Ellis, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

Memo: Updates on the Proposed Spring 2025 Service Change (September 16, 2024)

2. Approval of a resolution adopting the Fiscal Year 2025 Operating and Capital Budget and Five-Year Capital Improvement Plan, and recommending no changes to the CapMetro Strategic Plan.

A motion was made by Board Member Bangle, seconded by Board Member Harriss, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

3. Approval of a resolution adopting the CapMetro Investment Policy.

A motion was made by Board Member Vela, seconded by Vice Chair Pool, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute contracts for marketing services with Sherry Matthews Group, Pulsar Advertising, ReconMR, Sensis and Satori Marketing in a total amount not to exceed \$17,472,281 for one (1) base year and four (4) option years.

A motion was made by Board Member Harriss, seconded by Board Member Vela, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Motorola Solutions, Inc to purchase hand radios, mobile radios and consoles in support of the transit police department, in a total amount not to exceed \$1,858,078.

A motion was made by Board Member Stratton, seconded by Board Member Ellis, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Stadler Rail Group for the Mechanical Engineering, Electrical Engineering, Software Engineering, purchase, installation, testing and commissioning of an independent door control systems for ten (10) Stadler GTW Diesel Multiple Units, in a total amount not to exceed \$191,758.

A motion was made by Board Member Stratton, seconded by Board Member Ellis, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Swinerton Builders, for construction of the third floor (Phase 1) of 3100 E. 5th Street plus exterior improvements for a not to exceed amount of \$5,115,837, plus \$767,375 representing 15% contingency, for a total amount not to exceed \$5,883,212.

A motion was made by Board Member Ellis, seconded by Secretary of the Board Ross, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract through the OMNIA Partners cooperative Landscape Forms Contract for Outdoor Furnishings for the fabrication and delivery of benches for a two (2) year base and three (3) option years order for \$3,264,575 plus \$816,144 representing a 25% contingency for a total amount not to exceed \$4,080,718.

A motion was made by Board Member Stratton, seconded by Board Member Vela, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

9. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Camber Operating Company Inc. for the purchase, commissioning, testing and training of electric bus charging infrastructure as assigned from Phoenix Motor, Inc. in an amount not to exceed \$46,465,995, beginning September 23, 2024, through October 27, 2026.

This item was presented and voted on after the conclusion of the Executive Session.

A motion was made by Board Member Ellis, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Stratton, Ross, Harriss, Bangle, and Ellis

Away: Pool, and Vela

10. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Round Rock for the provision of transit services for an amount not to exceed \$1,347,647.

A motion was made by Board Member Stratton, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

11. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a one-year Interlocal Agreement (ILA) with Travis County for transit services in urbanized areas in unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$338,140 in FTA Section 5307 Funds and \$1,353,182 in local funds from Travis County in FY2025.

A motion was made by Board Member Stratton, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

12. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for operation of limited paratransit and senior service (the "Service") for an amount not to exceed \$172,597 in FTA Section 5307 Funds and \$258,895 in local funds from the City of Georgetown.

A motion was made by Board Member Stratton, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

13. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an amendment to Supplement No. 9 of the interlocal agreement with Capital Area Rural Transportation System (CARTS) for the provision of Limited Paratransit and Senior Service to the City of Georgetown for a period of one (1) year in an amount not to exceed \$410,944.

A motion was made by Board Member Stratton, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

14. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 7 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of transit services to the Manor area in an amount not to exceed \$1,682,100.

A motion was made by Board Member Stratton, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

15. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 6 to the Contracted Service Supplement No. 2 with Capital Area Rural Transportation System (CARTS) for the operation of Route 214 Northwest Feeder for fiscal year 2025 in an amount not to exceed \$768,038.

A motion was made by Board Member Stratton, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

16. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 6 to Contracted Services Supplement No. 5 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services (CARTS) for the provision of Route 990 - Manor Express for fiscal year 2025 in an amount not to exceed \$191,750.

A motion was made by Board Member Stratton, seconded by Board Member Bangle, that this Resolution be adopted. The motion carried by the following vote:

Aye: Travillion, Pool, Stratton, Ross, Harriss, Vela, Bangle, and Ellis

VIII. Report:

1. President & CEO Monthly Update - September 2024

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

Board into Executive Session with a quorum present at 1:59 p.m.

Out of Executive Session: 2:43 p.m.

Under Section 551.071 for Consultation with an Attorney regarding legal issues related to:

1. Pending litigation regarding Proterra, Inc. et al., Chapter 11 bankruptcy case, and
2. A proposed contract with Camber Operating Company Inc. for the purchase, commissioning, testing and training of electric bus charging infrastructure as assigned from Phoenix Motor, Inc. (Contract No. 200744) in an amount not to exceed \$46,465,995, beginning September 23, 2024, through October 27, 2026.

X. Memos:

Note: Memos for information only. Will not be discussed at meeting.

1. Memo: Introducing Transit Plan 2035 (September 16, 2024)
2. Memo: Updates on the Proposed Spring 2025 Service Change (September 16, 2024)

XI. Items for Future Discussion:**XII. Adjournment**

2:48 p.m. Meeting Adjourned

ADA Compliance

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Board of Directors

Item #: AI-2024-1284

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin, for participation in the University’s IC² Institute Readiness Training Program (RTP) for an amount not to exceed \$120,000 for a term of two years beginning November 1, 2024, thru October 31, 2025 (“Initial Term”), with a one-year option term.

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: Through this ILA, CapMetro demonstrates commitment to Supplier Diversity and the Disadvantaged Business Enterprise (“DBE”) and Small Business Enterprise (“SBE”) programs designed to enhance DBE and SBE participation in federally and locally funded contracts and procurements.

BUSINESS CASE: CapMetro is responsible for Disadvantaged Business Enterprise (“DBE”) and Small Business Enterprise (“SBE”) programs designed to enhance DBE and SBE participation in federally and locally funded contracts and procurements. The intent of the DBE and SBE program is to provide full and fair opportunities for equal participation by all disadvantaged and small businesses to compete for CapMetro prime contracts and associated subcontracts. The University, under its IC² Institute, offers a Readiness Training Program (RTP) for small businesses that include intermediate to advanced business concepts, techniques, and information aimed at business growth and in doing business with the public sector. Through this ILA, CapMetro will

continue to partner with the University to provide business development training services through the University's IC² Institute's Readiness Training Program to DBEs and SBEs that may compete for CapMetro contract and procurement opportunities.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on October 16, 2024.

EXECUTIVE SUMMARY: Over the past year, CapMetro has partnered with the University's IC² Institute's RTP and has found it successful in expanding our network of DBEs and SBEs. In FY2024 CapMetro's Participation included:

- Trainings focused on business growth:
 - 84 Participants in the trainings
 - 40 Total certified DBEs and SBEs in the program
 - 34 Businesses were present during the CapMetro presentation on November 11, 2023
 - 37 Businesses were present during the CapMetro presentation on May 24, 2024
- Training on how to do business with CapMetro:
 - Over 60 1x1 sessions with small businesses were conducted throughout the course of the year
- Expansion of CapMetro's DBE and SBE pool of small businesses that may be solicited for participation in future procurements:
 - Over 70 percent of the respondents to the IC² Institute's Readiness Training Program survey said the program had exceeded their expectations,
 - 85 percent believe they will be able to use the information in their businesses,
 - 95 percent would recommend the training to colleagues or non-competitive businesses,
 - Everyone found the sessions useful for improving their skills.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Diversity, Equity, & Inclusion

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-983

WHEREAS CapMetro is responsible for Disadvantaged Business Enterprise (“DBE”) and Small Business Enterprise (“SBE”) programs designed to enhance DBE and SBE participation in federally and locally funded contracts and procurements. The intent of the DBE and SBE program is to provide full and fair opportunities for equal participation by all disadvantaged and small businesses to compete for CapMetro prime contracts and associated subcontracts.

WHEREAS The University, under its IC² Institute, offers a Readiness Training Program (RTP) for small businesses that include intermediate to advanced business concepts, techniques, and information aimed at business growth and in doing business with the public sector.

WHEREAS CapMetro will partner with the University to provide business development training services through the University’s IC² Institute’s RTP to DBEs and SBEs that may compete for CapMetro contract and procurement opportunities

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 with the University of Texas at Austin, for participation in the University’s IC² Institute Readiness Training Program (RTP) for an amount not to exceed \$120,000 for a term of two years beginning November 1, 2024, thru October 31, 2025 (“Initial Term”), with a one-year option term.

Date: _____

**Secretary of the Board
Becki Ross**

Readiness Training Program for Historically Underutilized Businesses

Cohort Three, Funnel Two

Summary of Program Process and Participant Satisfaction

Submitted:

August 2, 2024

James E. Jarrett, Ph.D.
Bureau of Business Research
IC² Institute



The University of Texas at Austin

IC² Institute

Office of the Vice President for Research

I. Pre-Session Activities

Recruitment and Admissions

Initial recruitment began in late March 2024 by informing various HUB program offices, multiple chambers of commerce, and small business government entities about the forthcoming training opportunity. Major email announcements were sent the first week of May introducing potential applicants to the training and directing them to the training website. The individual session topics and confirmed speakers were shown, and companies could download an application, complete it, and upload it through the website portal to a UT-Austin box folder. Most emails were obtained from the databases shared by Travis County, and from the State of Texas and City of Austin databases.

The outreach was quite precise regarding revenue and employee thresholds, and the majority of the 68 subsequent applicants were qualified based on those desired thresholds for revenues (>\$500,000), employees (>1), and several years of operational experience. However, 19 companies were asked to defer to a subsequent funnel one class because of their size and revenues or not having a product or service for government purchasing. Four other companies submitted incomplete applications, did not respond to questions about their businesses, or applied too late. All four were denied admission.

Forty-five companies were admitted. The companies are listed below alphabetically, along with their industries.

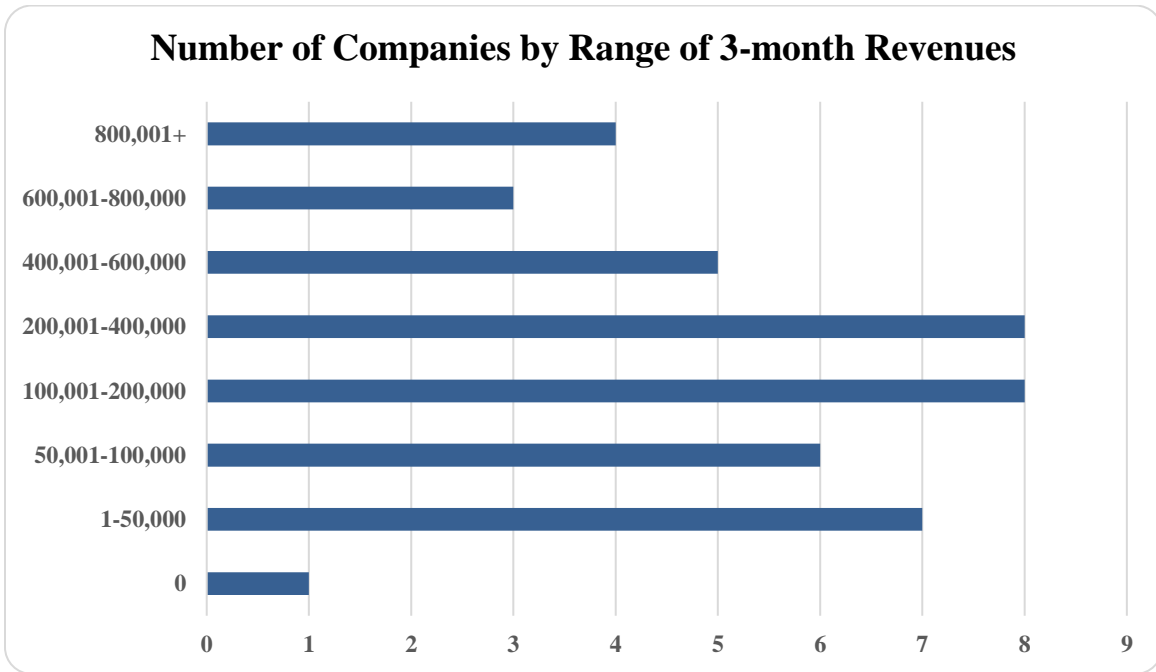
| Company Names and Industries—Self-Identified—Spring-Summer 2024— Funnel Two, Cohort Three | |
|--|------------------------------------|
| <i>Company</i> | <i>Business Industry</i> |
| TKABO Technical Solutions LLC | Information Technology |
| Mission Ready Inc. | IT Services |
| Press8 Telecom | Telecommunications |
| Boxer Consulting | Recruiting |
| Tishna Films | Video/Entertainment |
| Morgan Scott Construction Company | Construction |
| Absolute Facility Solution, LLC | Software Value Added Reseller |
| Henderson Professional Engineers | Construction |
| Corona Food Service, Inc, | Broadline Food Distribution |
| RM Drone Images | Images for Construction Projects |
| His & Hers Transport LLC | Transportation & Logistics |
| Mindful Media | Media and digital content creation |
| Acachi LLC | Information Technology |
| Siller Preferred Services | Employment agency |

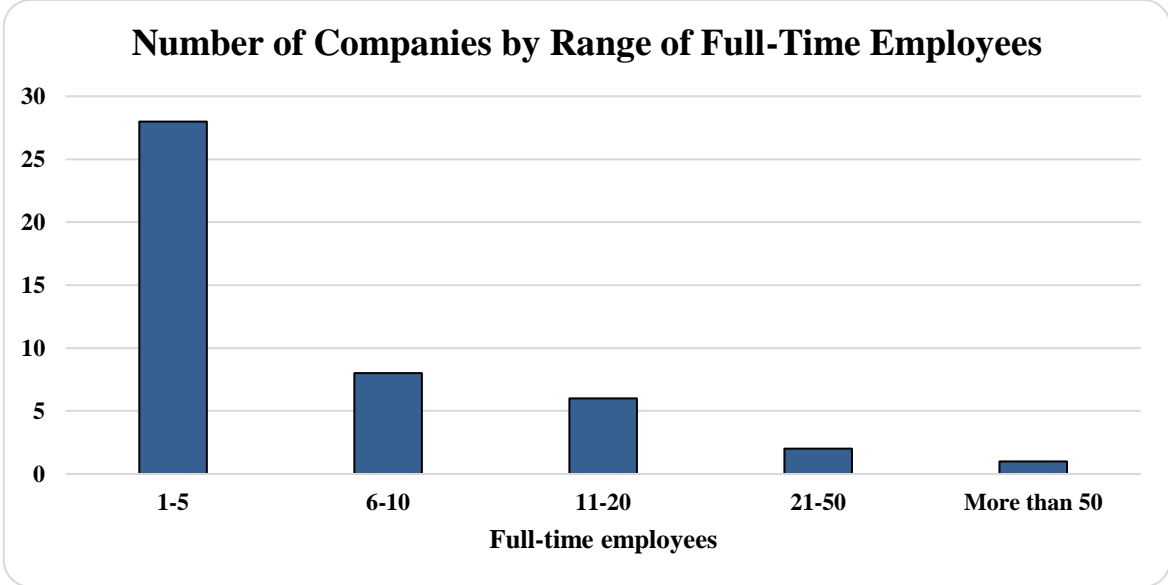
| | |
|-----------------------------------|---|
| The Red Cape Company | Technology Training |
| MMD Architecture | Architecture |
| Sun Star Services, LLC | Engineering |
| Sagamore LLC | Fence/Deck/Outdoor living |
| Z-TEX Safety, LLC | Safety & Health Consulting and Training |
| Genius Road, LLC | Recruiting Services |
| Levior Energy Austin LLC | Energy Conservation |
| HCS, Inc. | Construction |
| Resources for Learning | Professional Services |
| Yanez Service Company LLC | Construction/Facility Maintenance |
| Spring Architects | Architecture |
| Albarez Construction LLC | Construction |
| Security Operations Group | Security Consulting |
| Digital iTechnology | IT Staffing & Consulting |
| Ranger Security Solutions | Manufacturing/Distribution/Sales |
| Workshop No5 | Architecture and Interiors |
| Express Commercial Cleaning, Inc. | Janitorial Services |
| ProSkill Solutions, Inc. | IT Staffing |
| Rule Electrical Services LLC | Construction |
| Studio Balcones | Landscape Architecture |
| Trini Construction Builder | Construction |
| TaylorMade Careers LLC | Professional Services (Career Coaching) |
| Rolling Suds Austin-Westlake | Power Washing |
| Baeza Engineering, PLLC | Civil Engineering |
| ASSET Solutions | Manufacturing |
| Rachel Bryant Co. | Construction Facility Maintenance |
| Chugwar, Inc. | Marketing |
| City Sweep Solutions | Post Construction Clean |
| Future Link Technologies, Inc. | Environmental Consulting |
| Leap! Structures | Engineering |
| Red Heart CPR | Training |

Subsequent tables and graphs shown below provide aggregate data for the 45 companies admitted including their approximate 2023 gross revenues, three-month gross revenues (October, November, December 2023), full-time employees, industries, types of certifications, age, race/ethnicity, level of education, and gender.

Approximate Gross Revenue—2023 Calendar Year

| Spring-Summer 2024 Cohort | Number | Percentages |
|----------------------------------|---------------|--------------------|
| <\$50,000 | 1 | 2.3% |
| \$50,000-\$150,000 | 7 | 15.9% |
| \$150,000-\$500,000 | 14 | 31.8% |
| \$500,000-\$1 million | 7 | 15.9% |
| >\$1 million | 15 | 34.1% |
| Total | 44 | 100.0% |





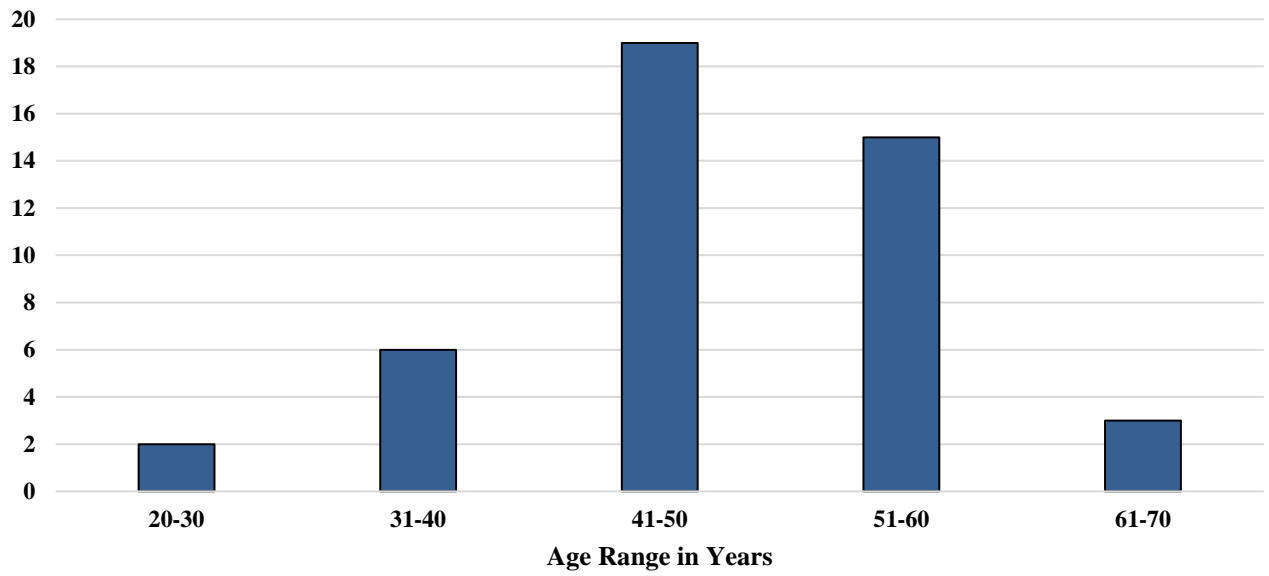
Industry

| | |
|---|----|
| Construction | 10 |
| Professional Services (Consulting, training, recruitment) | 7 |
| Software & Engineering | 6 |
| Information Technology | 4 |
| Architecture | 4 |
| Logistics & Maintenance | 4 |
| Media & Marketing | 3 |
| Safety & Health Consulting/Training | 2 |
| Telecommunications | 1 |
| Food Distribution | 1 |
| Manufacturing | 1 |
| Security | 1 |
| Manufacturing/Distribution/Sales | 1 |

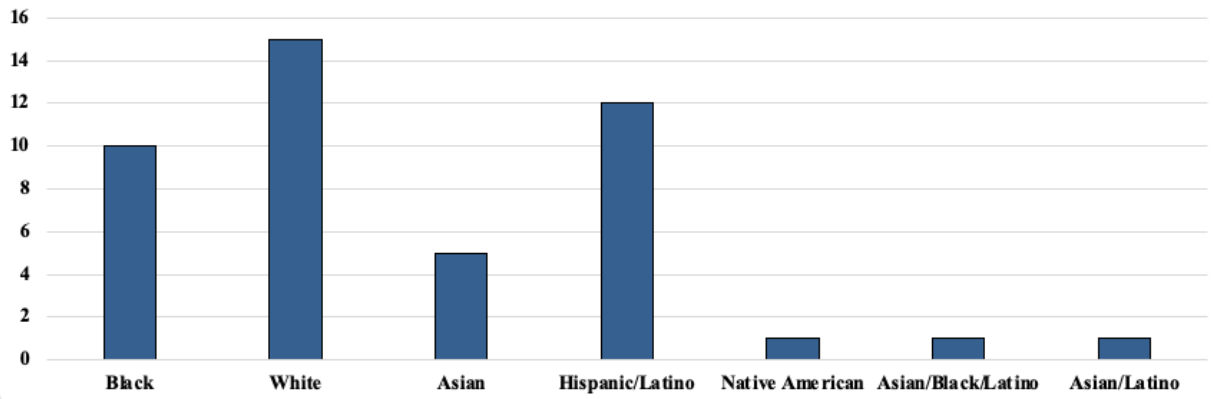
Certifications

| | |
|--------|----|
| HUB | 43 |
| MBE | 23 |
| WBE | 27 |
| DBE | 17 |
| SBE/SB | 6 |
| NMSDC | 3 |
| Other | 7 |

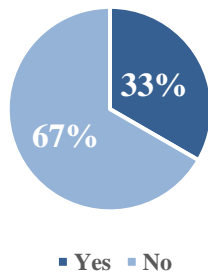
Age Range of Participants

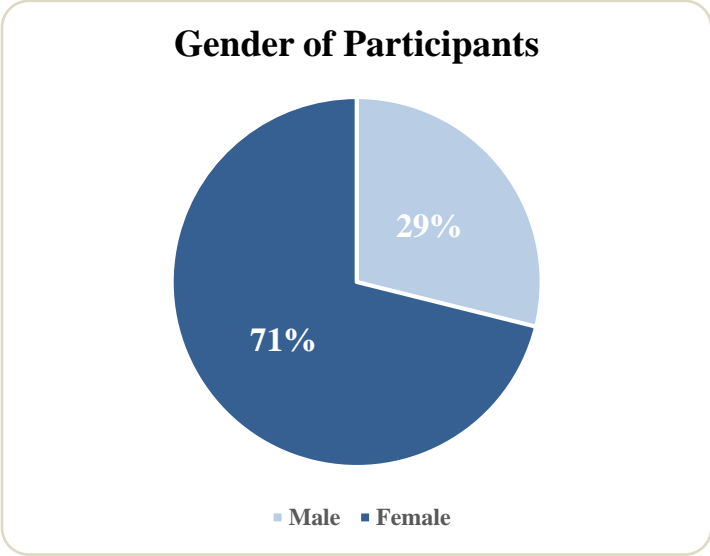
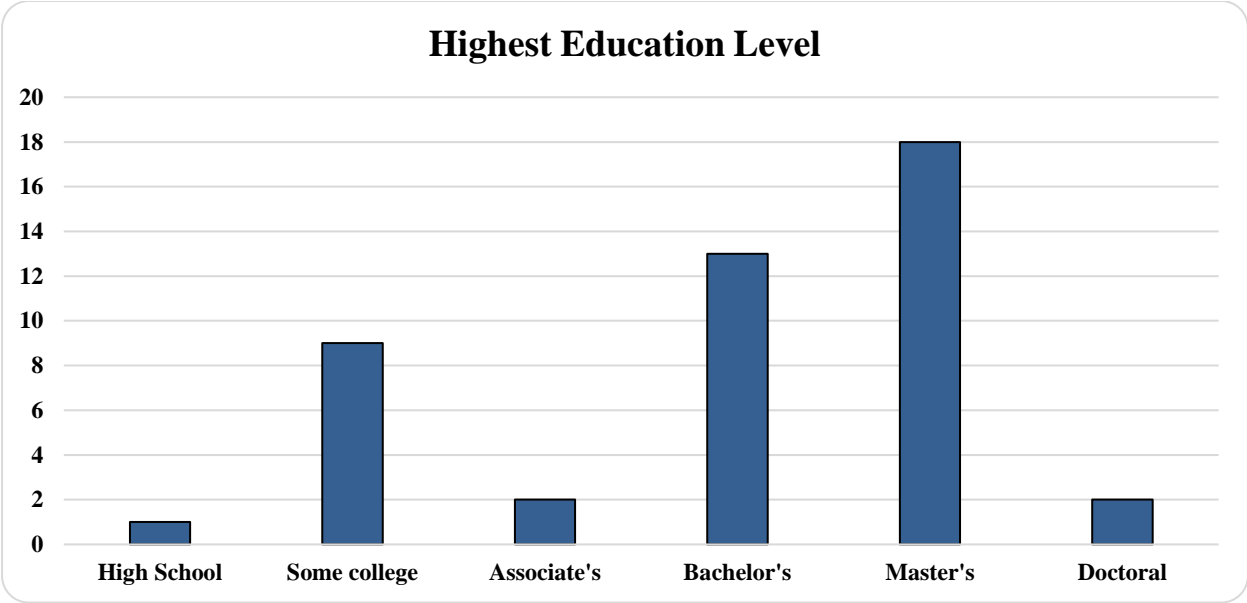


Race/Ethnicities of Participants



Latino/Hispanic Identification





II. Funnel Two, Cohort Three Sessions

The topics, session dates, and speakers are shown on the project website at: <https://www.smallbizlr8.com/new-ut-austin-training-program-for-hubs/>.

Attendance varied by session. Based on their attendance at the main sessions, the three workshops, and a request for short-term technical assistance, 38 of the 45 HUBs were deemed to have finished the course. (This standard required a company to have attended at least half of the sessions and be active at the end of the training. We did not allow those who watched the videotaped sessions at a later time to count that toward their sessions.) The cohort completion rate was 84%, exceeding our expected rate of 66%, and the previous Funnel Two cohort completion rate of 73%.

Shortly after the first main session, all admitted companies were sent a very short list of topics and subjects and asked to select those of greatest interest to them. The group selected two topics: (1) how to compete with larger firms in their own industry; and (2) federal government opportunities. The first topic became the last main session and the federal government opportunities topic was addressed in a workshop on responding to purchasing solicitations.

A number of proven procedures were created to facilitate interaction and networking and to preserve the session information. A social media networking group was created. Also we developed and publicized a Participant Folder. This folder included links to recordings of the sessions for those unable to attend the live training, links to materials presented by the speakers, and a summary of the session via the software program Otter.ai.

Three workshops were held. The first was staged on May 9 and was designed to provide an overview of the local and state HUB/DBE/SBE programs, bid opportunities, and upcoming initiatives. Approximately 25 companies attended. At the second workshop on May 23, companies learned about responding to public purchasing solicitations. A third workshop on June 13 was devoted to artificial intelligence applications for small businesses. Nineteen companies attended.

At the beginning of June, companies were invited to request technical assistance to address a specific company need. Companies were instructed to complete a form about their need and were informed that assistance would be limited to a maximum of 10 hours. A strict deadline was imposed to encourage a timely response from the most interested parties. Six requests for assistance were submitted across an array of issues. While all technical assistance had been intended for completion by the end of July, two of the arrangements were continuing into August.

Advisers who served at one of the workshops, gave feedback on the capability statements, and/or were providing technical assistance included:

Cheryl A. Brown, Executive Director, North San Diego Small Business Development Center

Christina Mortel, Small Business Advisor, Center for Women Entrepreneurs, Texas
Women's University
Vickie Sokol Evans, Founder, The Red Cape Company

III. Findings from Post-Session Surveys **(Active and Inactive Participants)**

Summary

Over 70 percent of the respondents said the program had exceeded their expectations, 85 percent believe they will be able to use the information in their businesses, 95 percent would recommend the training to colleagues or non-competitive businesses, and everyone found the sessions useful for improving their skills. Various suggestions for improvements were offered by the companies.

Note: All comments from the owners to the open-ended questions are provided without editing in this report. Because the survey was conducted, has been compiled, and is being presented by staff who had a major role in Funnel Two, Third Cohort sessions, there is an element of "self-grading." For that reason, the only descriptive comments appearing below from project staff relate to procedure and process or are statements that clearly are apparent from the data.

Introduction

Two surveys were conducted to obtain satisfaction levels of participants with the set of main sessions and the business advisory workshops. ¹ Each of the 38 participants received an email invitation on July 15 with a link to an online survey. Non-respondents were sent three reminders. The survey was closed on July 31 with a total of 28 responses. A copy of the survey instrument is attached as a separate document. ²

General Evaluation of Funnel Two Sessions and Workshops (Active Participants)

Five questions elicited general reactions from participants and then more specific questions captured detailed views. Please see Table I, Chart I, Table II, Table III, and Table IV for the general reactions.

¹ As noted earlier, 38 of the companies were considered as participants completing Funnel Two. They received the main survey and will be the primary focus in the remainder of this report. Seven companies did not participate actively after their admission and received a shorter survey to probe why. Results from the one response to the short survey are presented afterwards.

² A third survey will be conducted to collect information about the workshops on construction bonds. Those results will be submitted in a separate report at the end of August.

TABLE I.

Now that you have graduated and received your certificate, how would you rate the entire series of RTP Funnel Two sessions? Please choose one answer AND explain your choice.

| Answer Options | All Sessions (# of responses) | Percentage of Respondents |
|------------------------------|----------------------------------|------------------------------|
| Far exceeded my expectations | 4 | 14% |
| Exceeded my expectations | 16 | 57% |
| Met my expectations | 7 | 25% |
| Did not meet my expectations | 1 | 4% |
| No value add | 0 | 0% |

Note: Comments from respondents to this question are shown later starting on page 21.

GRAPH I.

SKILL IMPROVEMENT

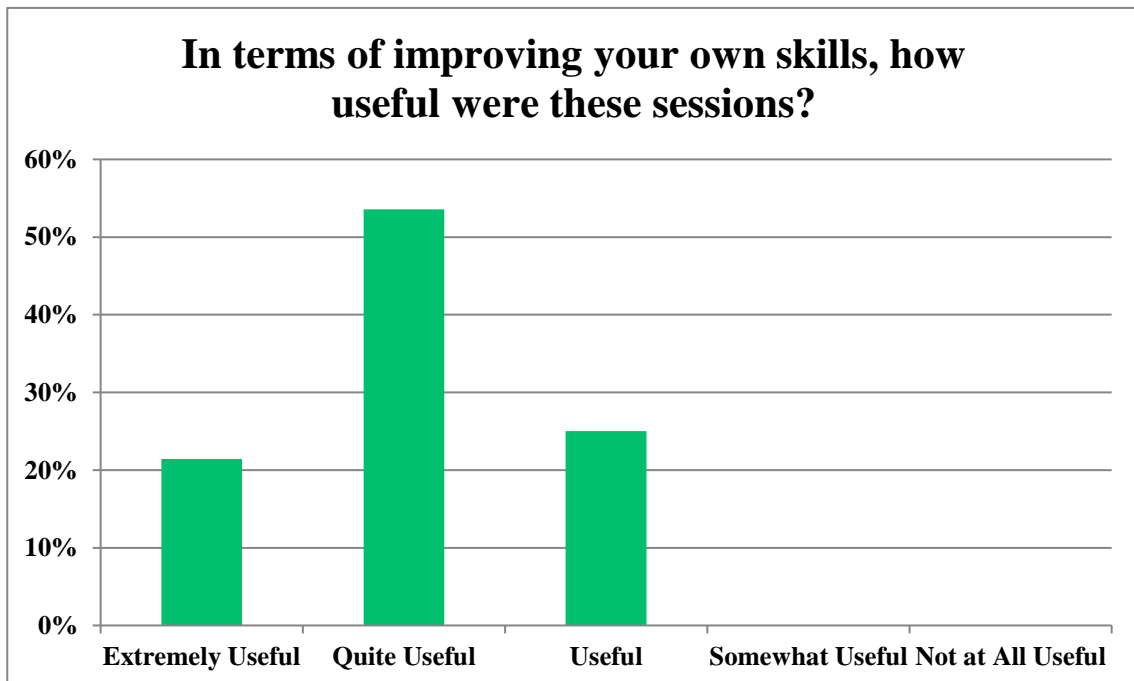


TABLE II.

Would you recommend these sessions to friends, colleagues, or business acquaintances who are not your competitors?

| Answer Options | <u>All Sessions</u> (# of responses) | <u>Percentage of</u> <u>Respondents</u> |
|-------------------|---|--|
| Yes definitely | 19 | 68% |
| Yes likely | 8 | 29% |
| Don't know | 1 | 4% |
| No unlikely | 0 | 0% |
| No definitely not | 0 | 0% |

TABLE III.

Characteristics of Sessions

| <i>Please indicate your level of agreement or disagreement with each of the statements about the sessions.</i> | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|--|-----------------------|--------------|----------------|-----------------|--------------------------|
| The sessions provided information and content new to me. | 25% | 39% | 29% | 7% | 0% |
| The information and content were appropriate for my needs. | 14% | 71% | 14% | 0% | 0% |
| I will be able to use this information in my business. | 25% | 61% | 14% | 0% | 0% |
| The structure of presentations, exercises, and discussions was appropriate for my needs. | 21% | 61% | 18% | 0% | 0% |

TABLE IV.

Should the Readiness Training Program series (Funnel Two) be offered again?

| Answer Options | <u>All Sessions</u> (# of responses) | <u>Percentage of</u> <u>Respondents</u> |
|---|---|--|
| Yes, without revision | 12 | 43% |
| Yes, with some revisions/modifications | 15 | 54% |
| Yes, with substantial revisions/modifications | 1 | 4% |
| Probably not | 0 | 0% |
| Definitely not | 0 | 0% |

Specific Training Elements

A series of questions probed for more detailed reactions to the training and the training elements. As shown in Table V, reactions to each of the sessions showed some variation. The second session on May 14 was ranked the highest. Once those absent from the session are deducted, every session was considered “useful, quite useful, or extremely useful” by at least 93 percent of the participants.

| TABLE V. | | | | | | |
|--|-------------------------|---------------------|---------------|------------------------|--------------------------|---|
| <i>Usefulness of Each Session</i> | | | | | | |
| <i>Please rate each of the sessions.</i> | <u>Extremely Useful</u> | <u>Quite Useful</u> | <u>Useful</u> | <u>Somewhat Useful</u> | <u>Not At All Useful</u> | <u>Unable to Attend/ Not Applicable</u> |
| Welcoming Remarks & HUB Company Self-Introductions—April 30 | 39% | 32% | 25% | 4% | 0% | 0% |
| Marketing for Growth—Cheryl Brown—May 14 | 54% | 29% | 14% | 0% | 0% | 4% |
| Human Resources—Deirdre Pattillo, Mike Haggerty—June 4 | 43% | 21% | 25% | 4% | 0% | 7% |
| Small Business Finance—Jim Nolen—June 18 | 36% | 29% | 21% | 0% | 7% | 7% |
| Strategies for Competing with Larger Companies—Hay, Moledina, Mortel, Amber—July 2 | 43% | 14% | 29% | 0% | 4% | 11% |

Table VI shows the owners’ reactions to several program components. The links for uploading materials, the links to watch missed sessions, and the website were most useful.

TABLE VI.

Usefulness of Program Activities and Components

| <i>Please rate each of these activities and components.</i> | <u>Extremely Useful</u> | <u>Quite Useful</u> | <u>Useful</u> | <u>Somewhat Useful</u> | <u>Not At All Useful</u> | <u>Did Not Use/ Not Applicable</u> |
|---|-------------------------|---------------------|---------------|------------------------|--------------------------|------------------------------------|
| Website | 41% | 26% | 22% | 0% | 0% | 11% |
| Social Media Networking Groups | 33% | 15% | 19% | 11% | 7% | 15% |
| Link to Watch a Session I Missed | 61% | 7% | 11% | 7% | 0% | 14% |
| Links for Uploading Written Materials | 42% | 27% | 19% | 4% | 0% | 8% |
| Communication & Interactions with Project Staff | 39% | 25% | 11% | 7% | 0% | 18% |
| Communication and Interactions with Session Presenters | 46% | 14% | 14% | 7% | 0% | 18% |

One question sought information from the HUBs about the most important benefit for them.

Question: What was the single most important benefit you obtained from these sessions? In other words, what single thing did you learn that is likely to help your business now and in the future? If there was nothing, please enter “none.”

Four companies did not specify a benefit. Verbatim responses from the other companies are shown below in italics.

| |
|---|
| <i>Researching how AI would be beneficial to my business</i> |
| <i>Networking, elevator pitch, follow up all so important</i> |
| <i>Learning the specifics of what government buyers look for.</i> |
| <i>Same as above on the session understanding how to read and respond to RFPs</i> |
| <i>An in-person or one-on-one session would be beneficial if feasible.</i> |
| <i>Federal clients. Federal clients. Federal clients.</i> |

| |
|--|
| <i>How competitive the market is right now and the importance of follow up with potential prospects.</i> |
| <i>Creating a capabilities statement.</i> |
| <i>Marketing for growth was an extremely helpful session along with meeting with a student willing to help give advice.</i> |
| <i>Loved the Workshop #3. Very relevant and timely.</i> |
| <i>I learned how AI can help me with my business.</i> |
| <i>Sourcing new business within the federal government.</i> |
| <i>See above... getting our name out there, and telling people what it is that we do, is so important.</i> |
| <i>More awareness about government contracting requirements</i> |
| <i>Interaction with real people</i> |
| <i>How/when to develop tools to set my company for successful growth.</i> |
| <i>There are websites to view bid opportunities.</i> |
| <i>We will continue to explore AI and see how that can improve our deliverables. We will also apply some of the techniques described in competing with larger firms. There were really some small takeaways in every session.</i> |
| <i>Trying to get bids with the city or the state can be a challenging task. Getting information from the various websites can be overwhelming at times - however some of these sessions helped to narrow down where to start in that process.</i> |
| <i>I need to review some of the later sessions. The schedule was a bit challenging for me at times.</i> |
| <i>As of now, I am unsure, but will be happy to follow up once I rewatch the sessions I missed and those I had to leave early.</i> |
| <i>Thinking outside the box I don't have my notes with me but I think it was Cheryl that stated that. I also have a better idea to know the bids I should and should not pursue.</i> |
| <i>The availability of business advisors that was given to us as a result of being in this program. The advisor assigned to me gave valuable feedback that was concrete and practical advise and changes to my capability statement. This helped to provide a inside look at what state agencies look for.</i> |
| <i>Marketing for growth.</i> |

Question: Please comment on how these RTP training sessions may have changed your thinking about your product, service, market, or business strategy. If the sessions have not affected your business in any way, please enter "none."

Five owners said “none.” Other comments are shown below.

| |
|--|
| <i>Start marketing</i> |
| <i>Reminded me of things needed to help grow</i> |
| <i>Learned how to market to government agencies and that it's a different segment that I'm not currently marketing to.</i> |
| <i>Business strategy is the most helpful for us, especially the session on understanding RFPs.</i> |
| <i>In person or one on one session would be helpful if possible.</i> |
| <i>The aspect of reaching out to federal clients have been really useful. Cheryl Brown sessions were practical and really helpful.</i> |
| <i>It has helped me to take a different approach to our marketing strategy.</i> |
| <i>I have a better understanding of what it takes to seek and secure government contracts. We are already providing services to public sector employees on an individual basis for smaller purchases or one-off services for a particular team. We now have a map with actionable steps when we're ready to go after contracts.</i> |
| <i>Continuing to have a positive and energetic approach to all things associated with my business. It won't happen over a short period, but they will happen as long as I stay the course.</i> |
| <i>Although a lot of the content was familiar (HR and Marketing for example), definitely great information on finding additional contract opportunities.</i> |
| <i>I am very grateful to be a part of this session, which affected my thought process on how to do business in 2024. Sometimes, the old ways don't always work, the sessions helped me to tweak my business strategies for the better.</i> |
| <i>I had the realization that we've been operating in a black hole. Communication and anything we can do to make ourselves visible is key. And there are some very easy ways to do this!</i> |
| <i>The depth of information equipped me for greater success in bid applications</i> |
| <i>Made me more aware of opportunities out there.</i> |
| <i>I found the session on AI to be helpful, as we are exploring different tools. I also found the session on competing with larger firms helpful. As a DIR contract holder and former gov employee I didn't find the working with government discussions as helpful, but it was good information for people new to working with public entities and probably still appropriate for business of \$500k+ in revenue.</i> |

| |
|--|
| <i>Although the sessions didn't dramatically change my thinking about our business, it helped me to be more comfortable and confident because we are already using many of the same approaches discussed in the program. In addition, there were definitely some great comments that I can incorporate to the business.</i> |
| <i>I found the HR information and the session on the RFPs particularly helpful to my business.</i> |
| <i>They always challenge me to think of the bigger picture while reminding me of the immense local resources that are available to tap into.</i> |
| <i>Identifying the need and providing the service was crucial for me. To manage costs, I reached an agreement with the San Marcos Probation Office, which was signed by the judge. Through my nonprofit, they now send volunteers to me, and I have the authority to assign these volunteers to any necessary tasks. This arrangement provides free help, allowing me to scale my costs effectively.</i> |
| <i>The last presentation was helpful because she gave us resources to find freelancers which is helpful for small businesses.</i> |
| <i>The idea of not overbidding what you are capable of handling was great advice. Plus the RFP process and bidding was really useful.</i> |

Question: Did you obtain other noteworthy benefits from the sessions? If you did, please explain below. If not, please skip to the next question.

Sixteen owners cited other noteworthy benefits as shown below.

| |
|---|
| <i>Capabilities statement</i> |
| <i>I really enjoyed the insight from the AI and marketing sessions.</i> |
| <i>Yes, learning of other portals where we could register as a HUB that we would not have known about if not for these sessions.</i> |
| <i>The 'Marketing for Growth' session was both impressive and enlightening. It provided valuable insights into the specific tasks required to approach diverse markets and entities, including government agencies.</i> |
| <i>Community was really helpful as I met other students in other sessions.</i> |
| <i>Yes! Greater insights into the process of government bids and more confidence in the need for businesses like ours to compete in this space.</i> |
| <i>Finding additional contract opportunities and reviewing even Federal contracts.</i> |
| <i>I learned how to do more government/federal bids and that it's good to keep in mind that they do take forever to pay you. That your business cannot solely survive on those contracts.</i> |

| |
|---|
| <i>Yes, on expanding my marketing techniques.</i> |
| <i>Overview of all the public procurement options was helpful. Hearing successful business owners tell their stories, and sticking to their values, was great. AI session was fascinating, and yes, I became slightly less terrified.</i> |
| <i>I benefited from the experience of the presenters and available resources for potential contractors</i> |
| <i>The opportunity to learn more about the Austin market.</i> |
| <i>It was good to step out of the business and spend time focusing on different topics. It did force me to think about how we are working each of these areas and what could we do better.</i> |
| <i>Every session was beneficial. Though some sessions were more relevant than others, I learned something in every session I attended.</i> |
| <i>I always appreciate the perspectives speakers bring.</i> |
| <i>The finance presentation gave insight into what lenders look for and what a successful application looks like.</i> |

Another question asked about technical assistance.

Question: Every company was given an opportunity to receive technical assistance. If you did not request assistance, please indicate the primary reason you chose not to pursue this opportunity. If you did, please skip to the next question.

| |
|---|
| <i>We are in our busy season and time did not allow for me to request the help. I would have signed up for a TA to review a recent RFP we submitted this year to get feedback on how we filled it out and what we could have done better. We have learned we were not assigned the contract so having the time to walk through what we put together and what we could have done better would have been helpful. This was on me as I was juggling a lot all at once.</i> |
| <i>I didn't need the assistance since I am already receiving assistance with prior contacts I made.</i> |
| <i>I missed some sessions and that is why I didn't pursue the opportunity.</i> |
| <i>Priorities at work prevented me from taking advantage of the offer.</i> |
| <i>I did not know that this was something I could request therefore I did not.</i> |
| <i>I didn't request technical assistance due to a busy schedule.</i> |
| <i>I would love the opportunity to receive technical assistance. However, I have not heard back from you all. I would also like to have the UT analyze our bus as well.</i> |

| |
|---|
| <i>I was unable to receive the assistance because I was out of the country for 3 weeks, making it very difficult to work on this aspect of the training.</i> |
| <i>I was not aware of the technical assistance.</i> |
| <i>I didn't feel I needed additional assistance with the topics presented. The content was clear and useful.</i> |
| <i>Time</i> |
| <i>I believe I applied. I haven't heard back. If I missed it, that is my fault.</i> |
| <i>The opportunity to receive technical assistance was a game changer for me. I received help on my capability statement. The feedback helped me to make changes that were beneficial and specifically target to state agencies. The feedback on what has changed in state agencies were helpful too such as EIN are no longer used on CS because of confidentiality.</i> |
| <i>Did not need technical assistance.</i> |

Reactions to the workshops and advisers are shown below in Table VII. The first workshop devoted to current and near-term contracting opportunities was the most highly rated. Advisers were very highly rated.

TABLE VII.*Satisfaction with Workshops and Advisers*

| <i>Please indicate your level of agreement or disagreement with each of the following statements about the workshops and advisers.</i> | <u>Strongly Agree</u> | <u>Agree</u> | <u>Neutral</u> | <u>Disagree</u> | <u>Strongly Disagree</u> | <u>Unable to Attend</u> | <u>Not Applicable</u> |
|--|-----------------------|--------------|----------------|-----------------|--------------------------|-------------------------|-----------------------|
| The first workshop on current and near-term contracting opportunities with local governments was very useful for me. | 43% | 54% | 4% | 0% | 0% | 0% | 0% |
| The second workshop on responding to public purchasing solicitations was very useful for me. | 36% | 36% | 21% | 4% | 4% | 0% | 0% |
| The third workshop on the potential of artificial intelligence for small businesses was very useful for me. | 39% | 21% | 21% | 0% | 4% | 11% | 4% |
| The workshops were the appropriate length of time. | 39% | 32% | 18% | 7% | 0% | 0% | 4% |
| Feedback from my technical assistance adviser was appropriate for my situation. | 29% | 32% | 7% | 0% | 4% | 0% | 29% |
| The advisers had the appropriate knowledge, skills, and abilities. | 57% | 32% | 4% | 0% | 4% | 0% | 4% |
| I would recommend the advisers to others in the future. | 57% | 36% | 4% | 0% | 4% | 0% | 0% |

Table VIII captures the changes in confidence for the owners. At least 60 percent of the owners said the sessions increased their confidence on all five future-oriented actions, with the most positive impact being on how to contact HUB program officials with questions.

TABLE VIII.*Changes in Confidence*

| <i>After this set of Funnel Two sessions, how confident are you in performing the following actions compared to your level of confidence before these sessions?</i> | <u>Much More Confident</u> | <u>More Confident</u> | <u>No Change</u> | <u>Less Confident</u> | <u>Much Less Confident</u> | <u>Not Applicable</u> |
|---|-----------------------------------|------------------------------|-------------------------|------------------------------|-----------------------------------|------------------------------|
| Knowing how to contact HUB program officials with questions | 36% | 54% | 11% | 0% | 0% | 0% |
| Making good decisions about pursuing a bid opportunity | 29% | 54% | 18% | 0% | 0% | 0% |
| Finding a prime contractor or potential partner for pursuing bid opportunities | 14% | 46% | 25% | 4% | 0% | 11% |
| Submitting bids as either a prime or a subcontractor | 25% | 46% | 21% | 4% | 0% | 4% |
| Communicating your business' past experience to potential customers | 32% | 36% | 25% | 0% | 0% | 7% |

Future RTP Programs

Several final survey items attempted to elicit suggestions about possible changes and improvements to future Funnel Two programs.

Table IX shows owners' preferences for possible changes in the topics. There is a desire that future Funnel Two classes have an expanded session on competing with larger companies. Otherwise, there is general satisfaction as illustrated by the relatively equal distributions.

TABLE IX.

Possible Changes in Topics for Future Sessions

| <i>Please rate each of the sessions.</i> | <u>No Change Needed</u> | <u>Should Be Reduced</u> | <u>Should be Omitted</u> | <u>Should be Expanded</u> |
|--|-------------------------|--------------------------|--------------------------|---------------------------|
| Welcoming Remarks & HUB Company Self-Introductions | 82% | 14% | 0% | 4% |
| Marketing for Growth | 68% | 11% | 0% | 21% |
| Human Resources | 68% | 14% | 0% | 18% |
| Small Business Finance | 56% | 19% | 7% | 19% |
| Strategies for Competing with Larger Companies | 42% | 8% | 0% | 50% |

Owners also were asked how the sessions compared to their expectations at the beginning.

| |
|--|
| <i>The speakers were extremely thorough in their presentations.</i> |
| <i>I wasn't sure exactly what to expect but the content and presenters were wonderful and I certainly took away valuable information I did not have previously</i> |
| <i>The sessions were informative, and the presenters put in considerable effort. However, the content remained introductory and lacked depth.</i> |
| <i>The sessions have been really helpful for my small business. Cheryl Brown sessions have been the best!</i> |
| <i>This was such a valuable experience. Thank you for all the resources, education, and opportunities to connect. I can appreciate all the time and attention given to this program. So grateful for the opportunity to participate.</i> |
| <i>I am looking to get contracts through this and I don't see a connection to contracts.</i> |
| <i>I was able to participate in Funnel One of the RTP and felt the material and information provided was a bit more useful than this session.</i> |
| <i>A lot of the content was familiar, but great refresher. The best portions were really on reviewing opportunities to continue to explore and secure other federal contracting opportunities.</i> |

| |
|--|
| <i>I had an idea in my head what it would be like and I was right. I learned the information I needed to.</i> |
| <i>The session with Ms. Cheryl Brown was amazing. It gives a boost to my confidence on how to source new business and also learning new techniques on how to maximize business strategies.</i> |
| <i>I did not know what to expect, honestly. I found this to be a supportive and encouraging program full of really great individuals. Even if I/we are not quite ready to take advantage of all that was presented, the knowledge base is extremely helpful for future decisions.</i> |
| <i>It was wonderful to learn directly from the experiences of business owners.</i> |
| <i>There were good presenters and topics. It would have been nice to have conversation in the presentations, not just posted questions. Also, some in person interaction would have been nice, even if just at the end.</i> |
| <i>I didn't know what to expect at first, but by the end of the program I can definitely say all the sessions exceeded my expectations. The program was very well organized and provided great information that covered different areas in the business.</i> |
| <i>It would have been even better if some of the topics could have provided more in-depth information.</i> |
| <i>Overall, very grateful for the workshops.</i> |
| <i>These sessions are incredibly insightful! It'll be most beneficial (and possible to see how the input works) after I've had a chance to implement recommendations from the discussions. Admittedly, things have been hectic, so I must revisit the recordings to ensure I get all the takeaways and can put them into an actionable plan - specifically for sessions I may have missed or had to leave early.</i> |
| <i>The program was very helpful for me. It expanded my thinking capacity and gave me more confidence.</i> |
| <i>I was able to follow up with one of the presenters and received valuable feedback. The small business finance was really helpful to show what lenders are looking for and many resources available. The last presentation was helpful because she gave us resources to find freelancers which is helpful for small businesses.</i> |
| <i>The speakers were extremely helpful.</i> |

A final question solicited comments of all kinds about potential improvements.

Question: If you have any additional comments, criticisms, or recommendations for improving this set of training sessions (Funnel Two), please describe them. Use as much space as you need. Otherwise, please enter “none.”

Verbatim responses are shown below.

| |
|--|
| <i>Maybe more on figuring out cashflow. How to be prepared for a larger job checklist. Some ideas on what is needed to ask for a line of credit. How to inquire without hurting your personal/business credit report.</i> |
| <i>The time of some sessions were hard because I have small children and pick up on some days did not allow me to attend a session. The sessions were recorded which was helpful. For me personally the lunch hour is good as that is almost always available.</i> |
| <i>I would also like HUB training program for specific industries such as video production. I would also love to learn about where to learn about carry over funds which I can access.</i> |
| <i>Thank you for this opportunity and all the work that you put into the program. Well done!</i> |
| <i>Thank you very much! I've had the opportunity to revisit some sessions for a deeper understanding, and I truly value having access to the recordings. I hope they will continue to be available.</i> |
| <i>As an owner, while I find some of the content familiar, I would also suggest allowing us to invite other senior leadership members from our company to attend certain sessions. For instance, our Senior Sales Director could benefit from sessions on procurement processes and proposal writing, our CFO might find the financial snapshot on valuation insightful, and our Senior Customer Success Manager could gain valuable insights from sessions on marketing and HR.</i> |
| <i>Lastly, I'd like to give special recognition to Carly for her exceptional assistance and promptness. A big shout-out to her!</i> |
| <i>Thank you for the program!</i> |
| <i>Thank you so much for an excellent program</i> |
| <i>Thank you for the opportunity to learn!</i> |
| <i>I really appreciate the fact that you have this program and are making efforts to support small businesses. It's great to hear from representatives from the different entities and have their backing. I hope my feedback was constructive. Thanks!</i> |
| <i>None, thank you for the program</i> |
| <i>I really wanted to hear more on the topic of Human Resources, mainly because the presenters were so interesting.</i> |
| <i>Again, I will be happy to follow up and provide additional feedback once I've had a chance to review the recordings.</i> |
| <i>I believe I need help with going back to review the contacts, I was not familiar with the program and didn't go back to review the content. I made notes as I went along. It would be helpful just to have list with all contacts at the end of the program and send to participants.</i> |
| <i>Please continue to offer the technical assistance because this truly was a game changer and provided the opportunity to hone my document and to improve it significantly.</i> |

More on AI would be great since it's new and being more widely utilized throughout businesses.

Second Survey (Inactive Participants)

Our experience with training has shown that every program beyond a single session has inactive participants. There were 8 in this third cohort of Funnel Two. Several did not attend any session and several attended only the first session. To determine why, each received an email invitation on July 15 with a link to a five-question online survey. Non-respondents were sent two reminders, and the survey was closed on July 31, with one company having responded.

Question 1: Would you like to participate in a future set of similar training sessions if UT-Austin offers them? Please choose one answer AND explain your choice if you want to.

One said “yes, definitely.” Her comment was:

I love the program, and it is very valuable to me. Even though I was not able to attend them live, I still like to watch, and it helps to watch the recordings..

Question 2: Although you did not participate in many sessions, did you watch any of the sessions later?

| | |
|------------------------------------|---|
| I did not watch any sessions later | 0 |
| Yes, I watched one | 0 |
| Yes, I watched two or three | 0 |
| Yes, I watched most of them | 1 |
| Yes, I watched all of them | 0 |

Question 3 identified a variety of reasons for lack of consistent participation.

QUESTION 3.

Reasons for Lack of Participation

| <i>Please indicate your level of agreement or disagreement with each of the following statements about why you did not participate in the sessions.</i> | <u>Strongly Agree</u> | <u>Agree</u> | <u>Neutral</u> | <u>Disagree</u> | <u>Strongly Disagree</u> |
|---|------------------------------|---------------------|-----------------------|------------------------|---------------------------------|
| I had unexpected work tasks that prevented me from attending. | 1 | 0 | 0 | 0 | 0 |
| My summer vacation plans precluded more participation | 1 | 0 | 0 | 0 | 0 |
| I did not think the information would be useful in my business. | 0 | 0 | 0 | 0 | 1 |
| I was interested only in several of the topics. | 0 | 1 | 0 | 0 | 0 |
| The Tuesday afternoon schedule and length of the sessions were inconvenient. | 0 | 0 | 0 | 1 | 0 |
| Illness/Personal Matters | 1 | 0 | 0 | 0 | 0 |
| Content was too advanced for my needs | 0 | 0 | 0 | 0 | 1 |
| Content was too elementary for my needs | 0 | 0 | 0 | 0 | 1 |

Question 4: What could we have done differently for you to participate more frequently in the program sessions?

Comment:

Maybe if they were after 5 o'clock. But in general I was able to attend. I had a death in the family and I had a hip replacement. So I was not available as much as I was last time.

Question 5: If you have any additional comments, criticisms, or thoughts to share about this set of training sessions (Funnel Two), please share them below.

Comment:

I love the program, and I think it's very helpful. I am now working on my 8 (a) certification. So that is taking a lot of my time as well. But the classes are invaluable for me. Thank you so much!!

Readiness Training Program for Historically Underutilized Businesses

Funnel One, Third Cohort

Summary of Program Process and Participant Satisfaction

Prepared
February 12, 2024

James E. Jarrett, Ph.D.
Bureau of Business Research
IC² Institute



The University of Texas at Austin

IC² Institute

Office of the Vice President for Research

I. Pre-Session Activities

Recruitment and Admissions

Initial recruitment began in early October 2023 by informing various HUB program offices, multiple chambers of commerce, and small business government entities about the forthcoming training opportunity. Major email announcements were sent on October 9 and 11 and later in October on the 25th and 26th introducing potential applicants to the training and directing them to the training website. The individual session topics and confirmed speakers were shown, and companies could download an application, complete it, and upload it through the website portal to a UT-Austin box folder. Most emails were obtained from the databases shared by Travis County, and from the State of Texas and City of Austin databases. SMBR staff also provided a database of recently certified small businesses that proved quite useful in the recruitment process.

The outreach was quite precise regarding revenue and employee thresholds, and the majority of the 69 subsequent applicants were qualified based on those desired thresholds for revenues (<\$500,000) and less than three years of operational experience. Four companies were asked to defer to a subsequent funnel two class because of their size and revenues, 8 companies did not have a product or service for government purchasing, 10 companies were outside the five-county Austin region, four companies submitted incomplete applications or did not respond to questions about their businesses, one company declined an offer of admittance, and three companies were not admitted for other reasons.

Thirty-nine companies were admitted, although one dropped out before the first class and did not attend any sessions. The 38 companies that started the program are listed below alphabetically, along with their industries. Data are provided below for the 39 companies admitted.

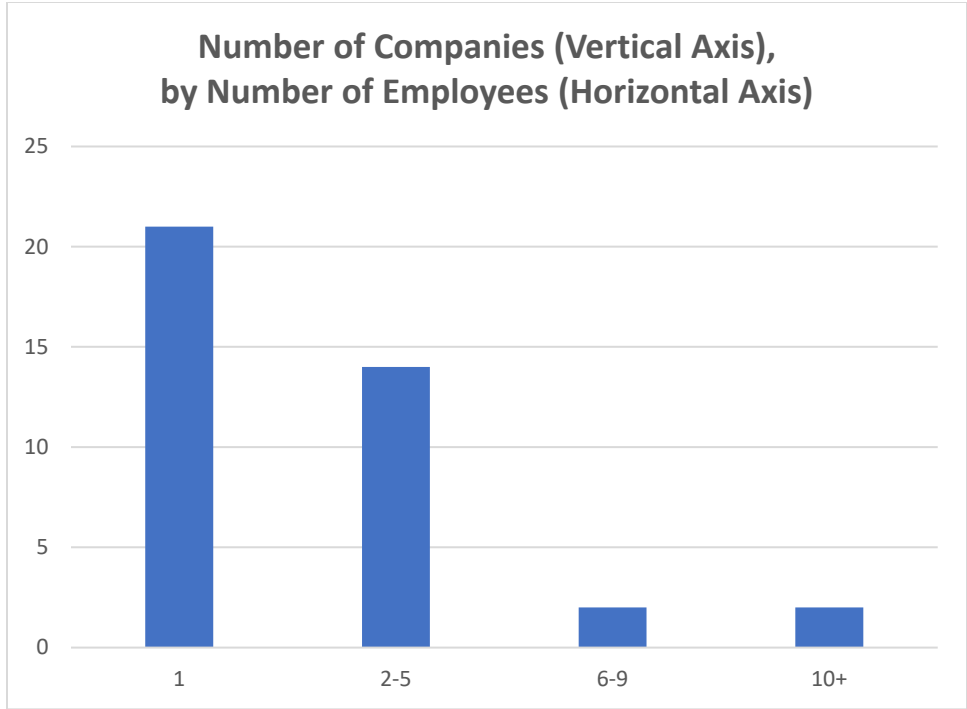
| Company Names and Industry—Self-Identified—Fall 2023/Early 2024--Funnel One, Cohort Three | |
|---|-------------------------------------|
| <i>Company</i> | <i>Business Industry</i> |
| Acachi LLC | IT |
| Aura Express LLC | Technology and Office Supplies |
| BOLD Management, L.L.C. | Real Estate Construction Consulting |
| Boxer Consulting | Recruiting |
| Carson Technology Resources LLC | Professional and Technical Training |
| Chugwar, Inc | Marketing |
| Collected Abundance | Professional Organizing |
| DJSO ENTERPRISES, LLC | Property Restoration |
| Electra Beverages & Nutritionals, LLC | Beverages |
| G180, LLC | Retail |
| G4C Enterprises, LLC | Energy Reduction Solutions |
| Harlem Labs Advisory, Inc. | Management Consulting |
| Isita LLC | Software development |
| Levior Energy Austin LLC | LED Electrical Services |

| | |
|-----------------------------------|--|
| ManEvSis LLC | IT |
| Mindful Media | Digital Content Creation |
| Mission Ready Inc. | IT Service |
| MMD Architecture | Architecture |
| Morgan Scott Construction Company | Construction and Business Consulting |
| Outland Construction Co Inc | Construction |
| Patriotic Holdings | Contracting |
| Press8 Telecom | Telecommunications |
| Prime Concrete Construction | Concrete Construction |
| Q'ente Communications | Marketing, Public Involvement, and PR |
| Red Heart CPR | CPR Training |
| Reflection Executive Advisors LLC | Consulting |
| Refuerzo Collaborative | Marketing |
| RM Drone Images | Data Acquisition with Drone Technology |
| Sparkles Trucking | Landscaping / Trucking |
| Spector Research | Qualitative Consumer Research |
| Strange Wisdom Entertainment, LLC | Arts and Entertainment |
| Swift Security | Security |
| Neighborhood Plumbing and Drain | Plumbing |
| Tex-Tanks | Industrial |
| Tishna Films | Filmmaking/Video Production |
| TKABO Technical Solutions LLC | INFORMATION TECHNOLOGY |
| Taylor Made Careers | Training/Development |
| WR Digital Marketing | Digital Marketing |

Subsequent tables shown below provide data for the 39 companies admitted including their approximate 2022 gross revenues, full-time employees, participant age, race/ethnicity, gender, and level of education.

Approximate Gross Revenue—2022 Calendar Year

| Summer 2023 Cohort | Number | Percentages |
|---------------------------|---------------|--------------------|
| <\$50,000 | 24 | 61.5% |
| \$50,000-\$150,000 | 5 | 12.8% |
| \$150,000-\$500,000 | 8 | 20.5% |
| \$500,000-\$1 million | 2 | 5.1% |
| Total | 39 | 100.0% |

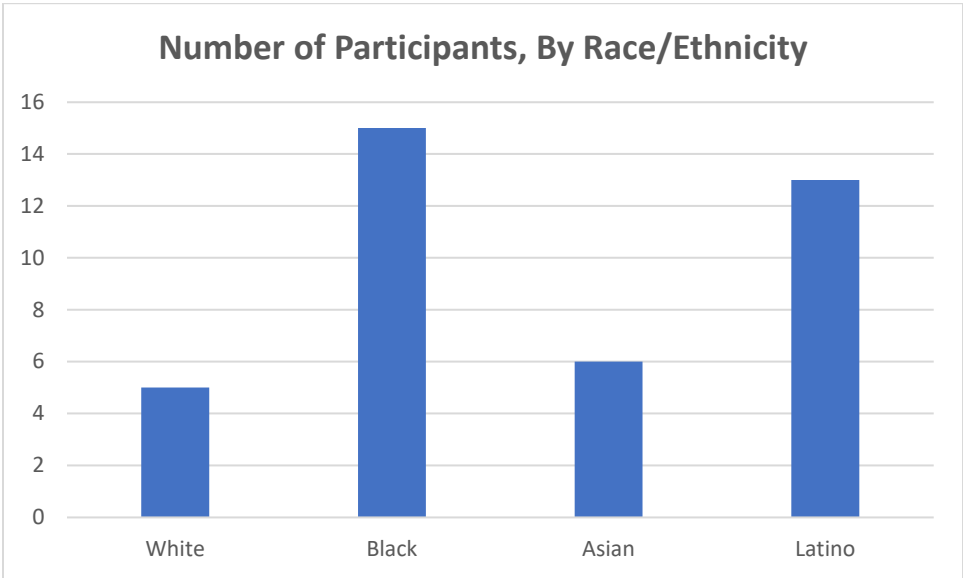
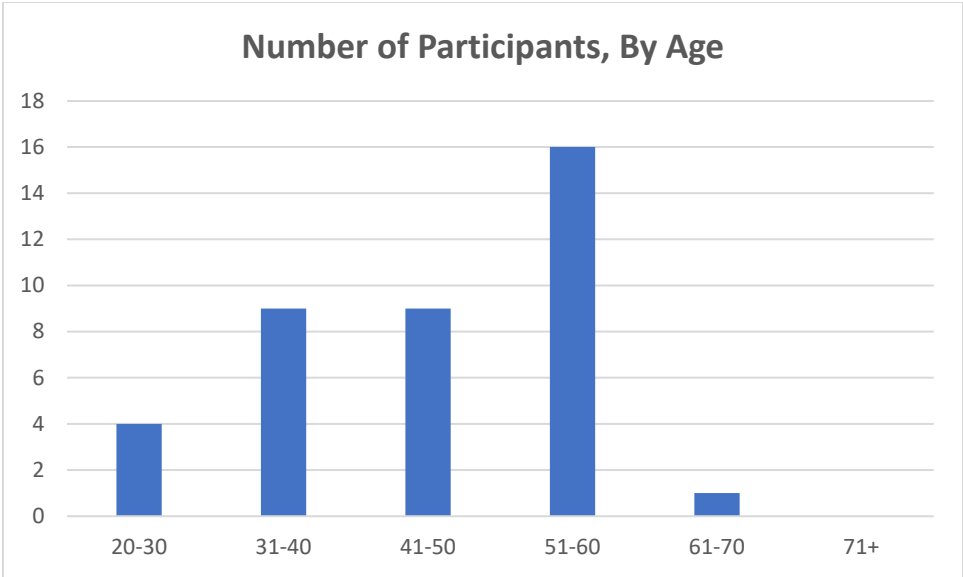


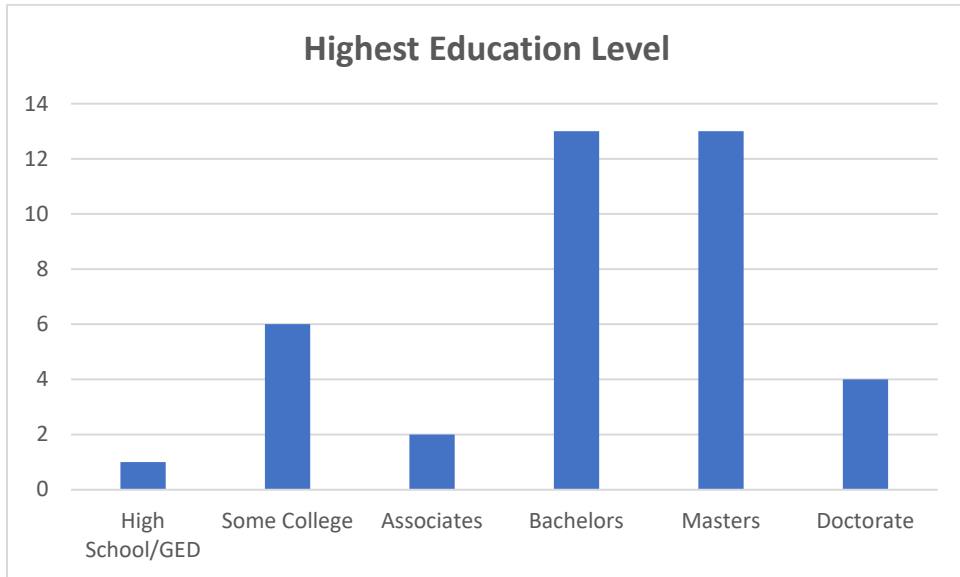
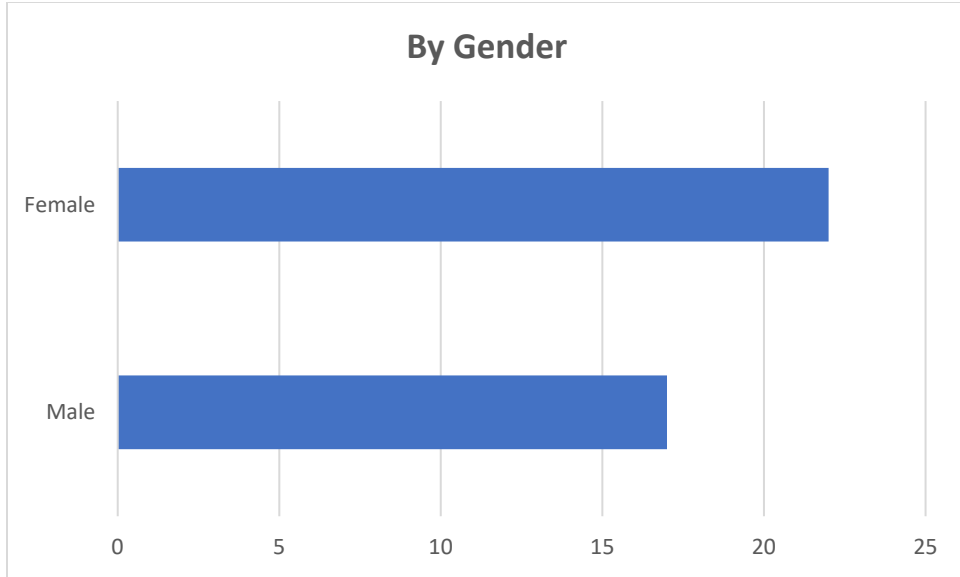
Industry

| | |
|-----------------------------------|---|
| Construction & Supplies | 8 |
| IT Equipment, Services & Staffing | 8 |
| Management Consulting | 5 |
| Marketing and Public Relations | 5 |
| Training | 3 |
| Entertainment | 3 |
| Other unique services | 7 |

Certifications

| | |
|--------|----|
| HUB | 27 |
| MBE | 22 |
| WBE | 11 |
| DBE | 11 |
| SBE/SB | 6 |
| None | 4 |
| NMSDC | 3 |
| SDVOSB | 1 |
| ESBE | 1 |
| DIBE | 1 |
| ACDBE | 1 |
| VBE | 1 |
| VOSB | 1 |





II. Funnel One, Cohort Three Sessions

The topics, session dates, and speakers are shown on the project website at:
<https://www.smallbizxl8.com/new-ut-austin-training-program-for-hubs/>

Attendance varied by session. Based on their attendance at the main sessions, the three workshops, a request for reviews of their draft capability statements, and short-term technical assistance on bid submissions by two companies, submitting, 31 of the 38 HUBs were deemed to have finished the course. (This standard required a company to have attended at least half of the sessions and be active at the end of the training. We did not allow those who watched the videotaped sessions at a later time to count that toward their sessions.) The cohort completion rate was 81%, exceeding our expected rate of 70%.

A number of proven procedures were created to facilitate interaction and networking and preserve the session information. This included links to recordings of the sessions for those unable to attend the live training, and links to materials presented by the speakers.

Three workshops were held. The first was held on December 7 and was devoted to elevator pitch practice and feedback by a group of the project's business advisers. Twenty-two companies participated and received advice from 13 advisers, including three project staff members. One week later the second workshop was conducted on the benefits of certification. Twenty-two firms heard the presentation by a SMBR staff member and asked questions. The third workshop on January 11 was devoted to responding to purchasing solicitations and when and how to prepare proposals. Twenty-one companies attended.

In addition to the workshops, individualized assistance was given to participants who submitted draft capability statements in mid-December. These statements were bundled and sent to four business advisers for review and comments. Twenty-two companies took advantage of this opportunity, and feedback about the reviews was uniformly quite positive when companies received comments and suggestions in early January.

Advisers who served at one of the workshops or gave feedback on the capability statements included:

Jonathan Alba, Jonathan Alba Management
Cheryl Brown, MiraCosta College
Sallie Burchett, CEO, Diva Imaging
Dr. John Sibley Butler, Emeritus Professor, McCombs School of Business
Terry Chase, Texas A&M Engineering Experiment Station
Dr. April Lovelady, School of Engineering Medicine, Texas A&M University
Robert Meyer, Private Investor
Ahmed Moledina, CEO, Soal Technologies
Christina Mortel, Center for Women Entrepreneurs, Texas Woman's University
Patricia Rubio, CEO, Cognit Systems
Andy Smetana, Managing Director, PMCS Services

III. Findings from Post-Session Surveys **(Active and Inactive Participants)**

Summary

Over 60 percent of the respondents said the program had exceeded their expectations, and approximately 90 percent believe they will be able to use the information in their businesses and would recommend to colleagues or non-competitive businesses. Multiple suggestions for improvements were offered by the companies.

Note: All comments from the owners to the open-ended questions are provided without editing in this report. Because the survey was conducted, has been compiled, and is being presented by staff who had a major role in Funnel One, Cohort Three sessions, there is an element of “self-grading.” For that reason, the only descriptive comments appearing below from project staff relate to procedure and process or are statements that clearly are apparent from the data.

Introduction

Two surveys were conducted to obtain satisfaction levels of participants with the set of main sessions and the business advisory workshops.¹ Each of the 25 participants received an email invitation on January 26 with a link to an online survey. Non-respondents were sent multiple reminders. The survey was closed on February 10 with a total of 31 responses. A copy of the survey instrument is attached as a separate document.

General Evaluation of Funnel One Sessions and Workshops (Active Participants)

Five questions elicited general reactions from participants and then more specific questions captured detailed views. Please see Table I, Chart I, Table II, Table III, and Table IV for the general reactions.

¹ As noted earlier, 31 of the companies were considered as participants completing Funnel One. They received the main survey and will be the primary focus in the remainder of this report. Seven companies did not participate actively after their admission and received a shorter survey to probe why. Results from the five responses to the short survey are presented afterwards.

TABLE I.

Now that you have completed this course, how would you rate the entire series of RTP Funnel One sessions? Please choose one answer AND explain your choice.

| Answer Options | All Sessions (# of responses) | Percentage of Respondents |
|------------------------------|----------------------------------|------------------------------|
| Far exceeded my expectations | 10 | 32% |
| Exceeded my expectations | 9 | 29% |
| Met my expectations | 10 | 32% |
| Did not meet my expectations | 1 | 3% |
| No value add | 1 | 3% |

Note: Comments from respondents to this question are shown later starting on page 16.

GRAPH I.

SKILL IMPROVEMENT

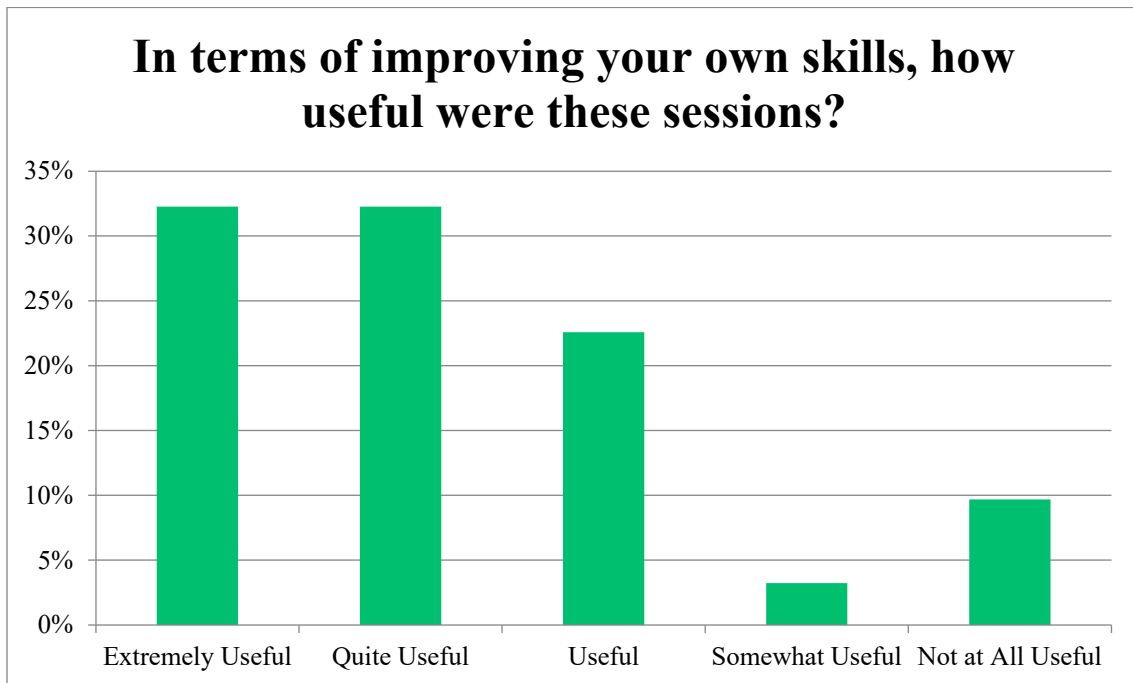


TABLE II.*Would you recommend these sessions to friends, colleagues, or business acquaintances who are not your competitors?*

| Answer Options | All Sessions (# of responses) | Percentage of Respondents |
|-------------------|----------------------------------|------------------------------|
| Yes definitely | 22 | 71% |
| Yes likely | 5 | 16% |
| Don't know | 2 | 6% |
| No unlikely | 2 | 6% |
| No definitely not | 0 | 0% |

TABLE III.*Characteristics of Sessions*

| <i>Please indicate your level of agreement or disagreement with each of the statements about the sessions.</i> | Strongly Agree | Agree | Neutral | Disagree | Strongly Disagree |
|--|----------------|-------|---------|----------|-------------------|
| The sessions provided information and content new to me. | 52% | 35% | 0% | 6% | 6% |
| The information and content were appropriate for my needs. | 42% | 42% | 10% | 0% | 6% |
| I will be able to use this information in my business. | 52% | 42% | 0% | 0% | 6% |
| The structure of presentations, exercises, and discussions was appropriate for my needs. | 45% | 39% | 10% | 3% | 3% |

TABLE IV.*Should the Readiness Training Program series (Funnel One) be offered again?*

| Answer Options | All Sessions (# of responses) | Percentage of Respondents |
|---|----------------------------------|------------------------------|
| Yes, without revision | 12 | 40% |
| Yes, with some revisions/modifications | 15 | 50% |
| Yes, with substantial revisions/modifications | 3 | 10% |
| Probably not | 0 | 0% |
| Definitely not | 0 | 0% |

Note: Comments from respondents to this question are shown later starting on page 18.

Specific Training Elements

A series of questions probed for more detailed reactions to the training and the training elements. As shown in Table V, reactions to each of the sessions showed some variation. The second session on November 28 received the most plaudits while the small business finance session on January 9 was rated slightly lower than the others.

| TABLE V. | | | | | | |
|---|-------------------------|---------------------|---------------|------------------------|--------------------------|---|
| <i>Usefulness of Each Session</i> | | | | | | |
| <i>Please rate each of the sessions.</i> | <u>Extremely Useful</u> | <u>Quite Useful</u> | <u>Useful</u> | <u>Somewhat Useful</u> | <u>Not At All Useful</u> | <u>Unable to Attend/ Not Applicable</u> |
| Company Introductions, Local Government HUB Program Overviews—November 14 | 39% | 16% | 16% | 16% | 6% | 6% |
| Communicating Your Capabilities (Value Propositions, Capability Statements, Elevator Pitches)—Brown—November 28 | 58% | 26% | 3% | 3% | 3% | 6% |
| State Government and University Program Overviews & Bid Databases—December 5 | 32% | 32% | 12% | 13% | 3% | 6% |
| Small Business Finance and Securing A Loan—Gonzalez, Bennett—January 9 | 23% | 13% | 26% | 13% | 13% | 12% |
| Regional Technical Assistance Resources—SCORE, SBDC, CWE, Apex Accelerator—January 16 | 32% | 19% | 23% | 13% | 3% | 10% |
| Successful Contractors—Mora, Johnson, Caudle, Callier—January 23 | 29% | 29% | 19% | 3% | 3% | 16% |

Table VI shows the owners’ reactions to several program components. The Participant Folder proved more useful than the website or social media networking group.

| TABLE VI. | | | | | | |
|--|-------------------------|---------------------|---------------|------------------------|--------------------------|-----------------------------------|
| <i>Usefulness of Program Activities and Components</i> | | | | | | |
| <i>Please rate each of these activities and components.</i> | <u>Extremely Useful</u> | <u>Quite Useful</u> | <u>Useful</u> | <u>Somewhat Useful</u> | <u>Not At All Useful</u> | <u>Did Not Use/Not Applicable</u> |
| Website | 32% | 16% | 29% | 3% | 3% | 16% |
| Social Media Networking Group | 23% | 19% | 10% | 26% | 6% | 16% |
| Participant Folder (download slides, watch a session I missed) | 58% | 29% | 3% | 3% | 0% | 6% |
| Communication & Interactions with Project Staff | 45% | 26% | 10% | 6% | 6% | 6% |
| Communication and Interactions with Session Presenters | 45% | 32% | 10% | 3% | 6% | 3% |

One question sought information from the HUBs about the most important benefit from the training for them.

Question: What was the single most important benefit you obtained from these sessions? In other words, what single thing did you learn that is likely to help your business now and in the future? If there was nothing, please enter “none.”

Verbatim responses are shown below in italics.

| |
|---|
| <i>The concept of proactive outreach and relationship building with buyers when a proposal does not exist.</i> |
| <i>Networking and confirming individuals I can engage when/if we have specific questions related to the sessions and content we covered throughout the program.</i> |
| <i>Slides</i> |
| <i>Hearing from the procurement professionals and getting appropriate links for vendor signup.</i> |
| <i>Networking matters</i> |
| <i>Learning to network and pursue other avenues.</i> |

| |
|--|
| <i>Information on applying and preparing materials for various submission areas (loans, grants, HUBs, etc)</i> |
| <i>Like I said Cheryl Brown was super helpful. I like stories from others who have done what I am trying to do and what they went through and how they got contracts. But, I also loved the introductions to the agency contacts. That was huge. I LOVE that you make the slides and the saved video available to watch later!! Thank you so much!! Feedback on my Capability Statement was so helpful as well!!</i> |
| <i>I learned a lot about how to position our company and expertise with government / public agencies through preparing the capabilities statement.</i> |
| <i>Learning to locate buyers for services my firm offers.</i> |
| <i>Resources for funding and how to navigate the PO procurement process.</i> |
| <i>Cheryl Brown's information on available opportunities that can be found outside of the traditional bid channels was informative and her presentation was inspirational for those of us who were looking to deepen our relationships with state and local government bodies.</i> |
| <i>"Don't boil the ocean" – providing one clear service and not offering "everything" is a key take away for my business.</i> |
| <i>I used this time as a refresher course as I learned about a lot of these resources in PTAC, or some of the other programs I've participated in.</i> |
| <i>Value Proposition/Capabilities Statement! Even though I haven't developed my value proposition, knowing about this marketing tool will help me be ready to bid and network!</i> |
| <i>Information about being registered to do business with different entities, such as AISD, TxDOT and others.</i> |
| <i>Networking, connecting with decision makers and not being shy to introduce myself and my business.</i> |
| <i>Since I have had the opportunity to sub for a company from the beginning, I didn't realize how important is to attend events and network. I wasn't aware of all of the organizations mentioned that are so helpful.</i> |
| <i>The information and the ability to access the slides</i> |
| <i>All above</i> |
| <i>How to sign up to receive bid opportunities information through the States</i> |
| <i>Sending procurement emails, learning on where and when to respond to a proposal and networking with different state and city of austin agencies.</i> |
| <i>I appreciate the willingness of presenters to be contacted if we had further questions. At times, I may not know what questions I need to ask until later in time.</i> |
| <i>I learned I can rise as a HUB and can get in the govt. contracting game. I learned how to read and write RFPs & scopes/statements of work. This class gave me confidence <3</i> |
| <i>All the sessions with Cheryl Brown were SO exceptionally useful. I feel more confident I can do business with the government because of her advice.</i> |
| <i>I learned that help is available this was the most single benefit for me. I called SCORE immediately and received a mentor in 48 hours.</i> |
| <i>Understanding the whole process</i> |
| <i>The networking as we build our businesses.</i> |

Question: Please comment on how these RTP training sessions may have changed your thinking about your product, service, market, or business strategy. If the sessions have not affected your business in any way, please enter "none."

Nine owners said “none.” Other comments are shown below.

| |
|--|
| <i>I will be less reactive and more proactive in encouraging the creation of requests that I can bid on.</i> |
| <i>Yes</i> |
| <i>Yea very informative.</i> |
| <i>Yes - more opps!</i> |
| <i>Yes, they helped change our strategy for going after bid opportunities and positioning our company and capabilities for them.</i> |
| <i>RTP training sessions taught me how to be better prepared for strategizing my business services.</i> |
| <i>For my business, finding a prime is essential.</i> |
| <i>Cheryl Brown's sessions were the most in line with our current business interests and helped refocus our activities and resource expenditures.</i> |
| <i>No it was a lot of redundant information that had no use. The presenters didn't give insight as to the RFP process and the ins and outs of proposal writing and resources that would be helpful.</i> |
| <i>As a digital marketing agency, we tend to be generalist; we work across all marketing channels and have several offerings so when asked "what we do", we have a we do it all mentality. However, this program has made me rethink our company positioning, specifically in the way we share our value. Instead of being a "we do it all" marketing agency, we will focus on highlighting our specialty, influencer marketing.</i> |
| <i>Yes it definitely, and to focus on really honing in on a particular niche and really becoming extremely knowledgeable in comparison to my competitors.</i> |
| <i>yes, I changed the the way to present my products.</i> |
| <i>Yes</i> |
| <i>Yes!</i> |
| <i>Yes it did. I am more focused on seeking relevant government organizations that are actively procuring services from my business.</i> |
| <i>These RTP training sessions changed my way of thinking about my services by reminding me to reword and focus my audience and elevator pitch. I'm grateful for the reminder to keep it simple and blunt, selling to the right audience and/or vendor.</i> |
| <i>The training sessions changed my thinking about taking a closer look at my services, strategies, and brand. I've been able to enhance my approach and strengthen weaker areas that have been overlooked.</i> |
| <i>Yes RTP change my thinking and I will be use all that I've learned. It's given me more confidence to be bold and ask for what I need.</i> |
| <i>Yes, it was a process that has helped me a lot I'm right now a city of Austin registered provider and also SBIR is a program that I'm entering</i> |
| <i>Yes.</i> |

Reactions to the workshops and advisers are shown below in Tables VII and VIII. The third workshop on responding to public procurement solicitations was rated highest and then the first workshop devoted to elevator pitch practice. As shown in Table VIII, satisfaction with the adviser feedback was very high among those that participated.

TABLE VII.*Usefulness of Workshops*

| <i>Please rate each of the workshops.</i> | <u>Extremely Useful</u> | <u>Quite Useful</u> | <u>Useful</u> | <u>Somewhat Useful</u> | <u>Not At All Useful</u> | <u>Did Not Use/Not Applicable</u> |
|--|-------------------------|---------------------|---------------|------------------------|--------------------------|-----------------------------------|
| Elevator Pitch Practice with Business Advisers-December 7 | 45% | 19% | 10% | 3% | 3% | 19% |
| Benefits of Certification—City of Austin—December 14 | 29% | 19% | 16% | 10% | 10% | 16% |
| Responding to Public Procurement Solicitations and Preparing Your Proposal—Cheryl Brown—January 11 | 52% | 26% | 6% | 3% | 3% | 10% |

TABLE VIII.*Satisfaction with Workshops and Advisers*

| <i>Please indicate your level of agreement or disagreement with each of the following statements.</i> | <u>Strongly Agree</u> | <u>Agree</u> | <u>Neutral</u> | <u>Disagree</u> | <u>Strongly Disagree</u> | <u>Unable to Attend/Not Applicable</u> |
|---|-----------------------|--------------|----------------|-----------------|--------------------------|--|
| I will be applying for one or more new certifications. | 35% | 29% | 10% | 0% | 16% | 10% |
| Feedback from the adviser on my draft capability statement was very good. | 48% | 19% | 6% | 0% | 0% | 26% |
| The elevator pitch advisers provided advice that I have been able to use. | 39% | 23% | 6% | 3% | 0% | 29% |
| The workshops were the appropriate length of time. | 55% | 23% | 6% | 6% | 3% | 6% |

Table IX captures the changes in confidence for the owners. At least three-quarters of the owners said the sessions increased their confidence on all six future-oriented actions.

| TABLE IX. | | | | | | |
|--|-----------------------------------|------------------------------|-------------------------|------------------------------|-----------------------------------|------------------------------|
| <i>Changes in Confidence</i> | | | | | | |
| <i>After this set of Funnel One sessions, how confident are you in performing the following actions compared to your level of confidence before these sessions?</i> | <u>Much More Confident</u> | <u>More Confident</u> | <u>No Change</u> | <u>Less Confident</u> | <u>Much Less Confident</u> | <u>Not Applicable</u> |
| Understanding which certifications are appropriate for my business. | 39% | 35% | 16% | 0% | 3% | 6% |
| Locating bid opportunities. | 26% | 52% | 13% | 3% | 3% | 3% |
| Knowing how to contact HUB program officials with questions | 29% | 52% | 16% | 0% | 0% | 3% |
| Communicating your business' past experience to potential customers | 32% | 52% | 10% | 0% | 3% | 3% |
| Finding a prime collaborator for pursuing bid opportunities | 16% | 65% | 13% | 0% | 3% | 3% |
| Making good decisions about pursuing a bid opportunity | 35% | 48% | 10% | 3% | 0% | 3% |

Comments from Respondents about Their Expectations for the Training (Table I)

| |
|---|
| <i>I've had some experience with government contracting and the information aligns with what I have been exposed to in the past.</i> |
| <i>The program was excellent for networking and gaining insights regarding internal business documents (i.e. CS, pitch, etc.). I have previously participated in similar programs through WBENC and NMSDC (through whom we have certifications) but this program offered great reminders and insights specific to local businesses.</i> |
| <i>Instructors were subpar and sometimes even unprepared, Presentations were often very basic.</i> |
| <i>Everything to me was so perfect, but the lady that spoke to us about how to negotiate with government agencies blew my mind.</i> |
| <i>Impressed with course offerings, good experience and good presenters</i> |

| |
|--|
| <i>The truth is I wasn't sure exactly what to expect as far as the structure but I have learned a lot from this and had the opportunity to listen and interact with different with a wealth of knowledge to share</i> |
| <i>I expected the speakers to be knowledgeable and engaging and they were. The breakouts were valuable bc they gave us opp for specific feedback.</i> |
| <i>I was very impressed by how organized and informative the program was. I absolutely loved the presentation by Cheryl Brown. She gave tips about government contracts that helped me immensely. I have been trying to do this for years, and sometimes, my APEX organization doesn't tell me what I really need to know, and that's what Cheryl did.</i> |
| <i>I was not expecting in depth material to be presented at each session. The level of commitment from the presenters and organizers and information was impressive.</i> |
| <i>The presenters along with information and insight was very informative.</i> |
| <i>As a new business owner and new to government contract work...the sessions opened up a whole new world for me.</i> |
| <i>Having been in business for more than a year, I wasn't expecting to find so much useful information in the course and the networking opportunities were quite valuable.</i> |
| <i>The presenters said that if we had any questions to reach out to them however everyone that I reached out to didn't even bother to respond or answer my emails. If they say they are available to answer our questions then follow through if not please don't say we can contact you if they don't bother responding. Also I didn't get templates or valuable practical information as to how to write a successful RFP. A lot of the information can be found on google or websites. It just seems some of the agency presenter just wanted to keep their jobs and not truly help us.</i> |
| <i>The program was informative and was a good refresher for my previous research.</i> |
| <i>A lot of these subjects were introduced to us as we achieved our certifications (HUB/DBE/etc) I wish the content was more high level and focused more on the award process then the programs.</i> |
| <i>The information shared not only covered the HUB application process, but provided an overview of many areas a Small Business needs to consider before participating in and government project.</i> |
| <i>At first I was under the impression it was just going to be a seminar with speakers of different backgrounds giving their expertise and advice. But it was extremely engaging and felt that we were all cheering each other on. It is difficult to start and/or grow your own business, so it is nice to feel support and get excited with new ideas that you can use to be successful.</i> |
| <i>I didn't know what to expect from this program but it provided valuable information. I love how we have the contact info if we want to ask additional questions. At times, the info was overwhelming because there were so many presenters scheduled on the same day but I understand and appreciate that was needed to get all the info across to us.</i> |
| <i>I am so excited for the next steps in my business. I feel like I really understand the procurement systems a bit better . I think those videos are going to be a resource that I will go back to over and over. It's like I didn't even know what the questions were before the classes so how was I going to ask about what I didn't know! The HUB RTP team did an amazing job with the sessions and the guests were phenomenal.</i> |
| <i>I found community, learned about how the government procuring works and how I can tailor my business that meets the government needs. Sessions with Cheryl Brown were particularly educational and instructive on how to address proposals and procurement emails.</i> |
| <i>The overall wealth of information was beneficial from a bird's eye point of view. There was a good variety of all companies and industries. It met my expectations knowing that this is an introductory session, with the foundation being laid.</i> |
| <i>This invaluable 10-week training, not only inspired me to stay the course, but it elevated my business knowledge, position, and strategy. I mean, I am so impressed and grateful to have been able to be a part of something that is going to sling-shot me into the future. I can feel it in my bones! Wonderful class, experience & small business community <3</i> |

I thought the program was for people who already had their HUB certification. So the sessions covering that were not useful at all to me. I'm grateful for all the time and effort put into the program by various organizations, but it often took a lot of time to get to the "meat" of the presentation because of all the introductions, etc. As a small business owner, I'm stressed about time. So I wish the sessions were a little more time-efficient.

The series exceeded my expectations, information was clear and relatable.

I was expecting less information from participating, but now, after participating in the group, I understand the contracting responsibilities for my company to grow.

Future RTP Programs

Two final survey questions elicited suggestions about possible changes and improvements to future Funnel One programs.

Comments about Possible Revisions to the Program

The presentations could survey attendees for questions and base their presentations responsive to those questions.

This is an excellent program for budding businesses or those looking for a refresher on specific topics.

Need better presenters

Breakouts the last 30 mins of allotted time

Possibly shorten the time to 1 hr sessions.

I would suggest a better form of contact for those presenters in regards to contact numbers along with email addresses.

More time on prime/subcontractor relations.

Subcontractor strategies to secure a prime.

Have the presenters response to participants emails and actually help not just show up to present to keep their jobs.

Focus more on the grant writing and/or solicitation response writing aspect of doing business with the Government. I think that's where most people could use the help. If you have participants that don't have a basic working knowledge of the available programs you may want to refer them to their local PTAC or SBA office for one-on-one training.

Maybe reduce the number of presenters in one day.

Well done

It would be beneficial if the presenters knew that we would be able to gain access to the ppts after the meetings. There were a few meetings where a presenter would read off the ppt, decreasing sharing time for other presenters. I would prefer to read it on my own, and allow a presenter to elaborate the ppt they created, giving more insight on their expertise.

Provide all contact info during presentations for each presenter.

Question: If you have any additional comments, criticisms, or recommendations for improving this set of training sessions (Funnel One), please describe them. Use as much space as you need. Otherwise, please enter "none."

| |
|---|
| <i>See question 13; To the extent that the delivery of information can be responsive to the questions of attendees; I wouldn't collect those questions during the session because there are always attendees that enjoy hearing themselves talk or fall into endless self promotion.</i> |
| <i>To the extent that the presentations can be engaging, almost entertaining that would be a big benefit.</i> |
| <i>I was very interested in following up with one of the pitch evaluators. Maybe that can be something that is more openly an option in future sessions...if the evaluators are willing.</i> |
| <i>I'm very appreciate to all those who took the time out to provide their insight and expertise for the program!</i> |
| <i>Appreciate the access not only to experts and processes - but also a new crop of potential collaborators and Partners in the other companies. Thanks!</i> |
| <i>I would suggest a long list of all the organizations represented in the program and their contact information on one sheet. I had to go to each of the slides and write those down. That would be helpful. Also, I would like a better way to get notified of new bids, like www.bidnet.com or any recommendations. I don't like Bidsmart. It uses keywords instead of NAICS codes. Also, help finding the points of contact for HUB in the different state organizations would be helpful too.</i> |
| <i>I loved the sessions. I'm eager for more education. If anything, the sessions helped me realize that I have a lot of work to do to prepare my business for procurements.</i> |
| <i>Great work and so helpful. Tkabo Tech has appreciated the effort that went into crafting this program and we're very grateful to have been a participant in it.</i> |
| <i>Just remind those presenters to respond to emails and follow through with their commitment to help especially if they say please contact me if you have any questions and if I can help but don't actually respond to any emails more insight in the RFP process and templates or handout we can use and help with knowing the language of the RFP process. It would have been better to have multiple sessions or a longer session with Cheryl because she actually gave practical advice and best strategies that we can actually take with us to help us be successful and insight as to the RFP process.</i> |
| <i>I was under the impression that this program was created for companies that have already obtained some form of certification, so a few of the courses felt redundant.</i> |
| <i>Thank you for your work. Small businesses are the engine that keeps Austin moving. Programs like this help not only the small business, but the entire metro area.</i> |
| <i>Thank you. I appreciate all of your efforts :)</i> |
| <i>For the elevator pitches practices, ensure that the facilitator understands how they should be providing feedback to us. One of the people we had, since I went first, feedback was asking me why I'm in the program? I was taken aback because I was waiting on feedback not an inquiry about why I'm in the program. She never gave feedback. When we changed people the second person was helpful.</i> |
| <i>Excellent team of facilitators and panelists</i> |
| <i>The only thing I would add to this experience is more workshops and one-to-one sessions with specific businesses.</i> |
| <i>Thank you for the time and wisdom! I gained a lot of knowledge, one being that HUB may not be in my best cards at the moment of my business stage.</i> |
| <i>I think it would be beneficial to have more communication, interaction and networking between</i> |

students in the class. I can only name on one hand of other participants. However this would require more class time, which passes the hour mark.

Thank you!

Oustanding job to Dr. Jarrett & the entire IC2 & UT team. You all are doing the Lord's work <3

Thank you for everything.

Again, Cheryl's advice made the program exceptional, because it was guiding us on how to make sense of a very confusing process. More information like that would be great!

Great job, I consider it a privilege to be present in the meetings. Each session, motivated and opened my thoughts and expanded my knowledge. Thank you I am very appreciative of the opportunity.

Second Survey (Inactive Participants)

Our experience with training has shown that every program beyond a single session has inactive participants. There were seven in this second cohort of Funnel One. Several attended the first and second sessions and several others attended three or four main sessions. To determine why, each received an email invitation on January 29 with a link to a five-question online survey. Non-respondents were sent two reminders, and the survey was closed on February 9, with five companies having responded.

Question 1: Would you like to participate in a future set of similar training sessions if UT-Austin offers them? Please choose one answer AND explain your choice if you want to.

One said “yes, definitely,” two said “yes, probably,” and two said “undecided.”

The comment was:

It would depend on session times, and the topics being covered.

Question 2: Although you did not participate in many sessions, did you watch any of the sessions later?

Four of the individuals indicated they had watched at least one of the videotaped sessions.

| | |
|------------------------------------|---|
| I did not watch any sessions later | 1 |
| Yes, I watched one | 2 |
| Yes, I watched two or three | 2 |
| Yes, I watched most of them | 0 |
| Yes, I watched all of them | 0 |

Question 3 identified a variety of reasons for lack of consistent participation.

| <u>QUESTION 3.</u> | | | | | |
|---|-----------------------|--------------|----------------|-----------------|--------------------------|
| <i>Reasons for Lack of Participation</i> | | | | | |
| <i>Please indicate your level of agreement or disagreement with each of the following statements about why you did not participate in the sessions.</i> | <u>Strongly Agree</u> | <u>Agree</u> | <u>Neutral</u> | <u>Disagree</u> | <u>Strongly Disagree</u> |
| I had unexpected work tasks that prevented me from attending. | 4 | 1 | 0 | 0 | 0 |
| My vacation plans precluded more participation | 0 | 0 | 0 | 2 | 3 |
| I did not think the information would be useful in my business. | 0 | 1 | 4 | 0 | 0 |
| I was interested only in several of the topics. | 1 | 3 | 1 | 0 | 0 |
| The Tuesday afternoon schedule and length of the sessions were inconvenient. | 1 | 2 | 2 | 0 | 0 |
| Illness/Personal Matters | 0 | 2 | 0 | 1 | 2 |
| Content was too advanced for my needs | 0 | 0 | 0 | 4 | 1 |
| Content was too elementary for my needs | 0 | 1 | 2 | 2 | 0 |

Question 4: What could we have done differently for you to participate more frequently in the program sessions?

Comments:

I think approaching this more as a business coaching workshop and less as a technical overview of different programs would be useful. More interactivity, more person-centered content and less instruction-style meetings with presenters reading the powerpoints. Breakout rooms for participants to discuss together. Brainstorming activities.

The 4:30 start times interfered with my work schedule. I am a research contractor, and project times are unpredictable. I think an in-person workshop would benefit those of us looking for partnerships.

Pick and choose where we can know in advance the level of contents and profile of speakers.

Many of the speakers were knowledgeable in their areas but were not good speakers. A little too dry which isn't helpful for subjects as dense as the ones covered.

Starting during the work hours was difficult. Starting at 530PM or after would have been ideal. Having shorter more frequent meetings.

Question 5: If you have any additional comments, criticisms, or thoughts to share about this set of training sessions (Funnel One), please share them below.

My business received two short-term contracts during this time that required a shift in my time to turn around work very quickly. I ended up with a conflict during a few of the sessions that I wasn't able to shift.

It was helpful to see the capability statement examples. I had a primary question regarding the contracting process that was kind of brushed aside and not really taken seriously.

The 1st and 2nd sessions were the most helpful in terms of business strategies. I am a HUB but I generally work alone. It's discouraging that so many RFP would require me to build a larger team. It appears that my best strategy is to join a team that is bidding on a job.

The back-to-back PowerPoint presentations were a little sleepy - again shorter more frequent meetings after the work hours would have been easier to digest and follow through.

INTERLOCAL COOPERATION AGREEMENT

BY AND BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

THE UNIVERSITY OF TEXAS AT AUSTIN

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**CapMetro**”) and The University of Texas at Austin, an agency and institution of higher education organized under the laws of the State of Texas (“**University**”). CapMetro and University are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS:

1. WHEREAS CapMetro is responsible for Disadvantaged Business Enterprise (“DBE”) and Small Business Enterprise (“SBE”) programs designed to enhance DBE and SBE participation in federally and locally funded contracts and procurements. The intent of the DBE and SBE program is to provide full and fair opportunities for equal participation by all disadvantaged and small businesses to compete for CapMetro prime contracts and associated subcontracts.
2. WHEREAS The University, under its IC² Institute, offers a Readiness Training Program (RTP) for small businesses that include intermediate to advanced business concepts, techniques, and information aimed at business growth and in doing business with the public sector.
3. WHEREAS CapMetro will partner with the University to provide business development training services through the University’s IC² Institute’s RTP to DBEs and SBEs that may compete for CapMetro contract and procurement opportunities.
4. The Parties’ execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

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

AGREEMENT

1. **Overview.** This Agreement will assist with the education of DBEs and SBEs of CapMetro's Supplier Diversity Program, expansion of the CapMetro's Supplier Diversity Program, and participation of DBEs and SBEs in CapMetro contract and procurement opportunities.
2. **CapMetro understands and agrees that it is responsible for the following:**
 - a) Participate in scheduled meetings with the University's IC² Institute.
 - b) Develop and present training on doing business with CapMetro and present at scheduled trainings under the University's IC² Institute.
 - c) Provide a primary point of contact and back-up for CapMetro's DEI Department.
 - d) Will communicate with the University one week prior to scheduled training if unable to attend or need to be added to future scheduled trainings.
3. **University understands and agrees that it is responsible for the following:**
 - a) Provide a primary point of contact and back-up for the University IC² Institute.
 - b) Include CapMetro naming as a sponsor in IC² Institute's Readiness Training Program marketing materials.
 - c) Market the University IC² Institute's Readiness Training Program to certified DBEs and SBEs.
 - d) Schedule CapMetro to provide at least 2 trainings during the term of the contract.
 - e) Allow CapMetro to reschedule or be placed on future training if unable to attend a scheduled training.
 - f) Provide CapMetro with an ongoing IC² Institute RTP training schedule.
 - g) Provide contact information of DBEs and SBEs participating in the University IC² Institute's RTP.
 - h) Target at least twenty-five firms for training presentations that include CapMetro.
 - i) Make attendance sheets with DBE and SBE contact information available to CapMetro following training provided by CapMetro.
 - j) Provide business development training to vendors aimed at business growth.
 - k) Provide assistance to vendors in seeking contract and procurement opportunities under CapMetro.
 - l) Provide assistance to vendors seeking participation in a Mentor Protégé program.
2. **Term and Termination.** The term of this Agreement ("**Term**") will commence on November, 1, 2024, ("**Effective Date**") and will remain in effect through October 31, 2025 ("**Initial Term**"). The Parties may extend the Term by mutually written agreement for up to one additional 12-month renewal option period ("**Renewal Term**"). Either Party may terminate this Agreement, in whole or part, without cause, upon thirty (30) days' prior written notice.
4. **Financial Terms.**
 - a. **Contract Amount.** The total Agreement amount that CapMetro will pay for UT Austin services will not exceed a total of **\$120,000.00** (\$60,000 for the Initial Term and \$60,000 for the Renewal Term).

- b. **Invoices.** UT Austin will submit quarterly invoices to CapMetro for the services provided in the preceding three months. Invoices shall include UT Austin's name, invoice number, list of specific services provided, and authorized signature verifying invoiced costs are in compliance with the contract terms. Invoices shall be sent to the below address:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308

Or via e-mail to ap_invoices@capmetro.org

All undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).

A semi-annual and annual report of vendors going through the IC² program must be submitted on the following dates prior to issuance of payment. The reports are due on July 31, 2025 and October 30, 2025.

The semi-annual and annual will report will be inclusive of the following information and data:

- Total number of companies enrolled in the program;
- Ethnicity and gender of each company enrolled in the program;
 - African American,
 - Asian American,
 - Hispanic American,
 - Native American,
 - Women American,
 - Male,
 - Female,
- Number of trainings conducted;
- Number of companies in each training;
- Business type for each company going through the program;
- Data by Funnel One and Two; and,
 - Total number of bids submitted to and awards/sub-awards on CapMetro projects by gender and ethnicity and overall, prior to participation in the IC² program.
 - Total number of bids submitted to and awards/sub-awards on CapMetro projects by gender and ethnicity and overall, during participation in IC² program.
- Survey results of companies going through program.

UT will also provide a comprehensive report of UT IC²'s overall program report.

5. General Terms and Conditions

- a. **Funding.** This Agreement is dependent upon the availability of funding. CapMetro's payment obligations are payable only from current funds appropriated and available for the Agreement.

- b. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.
- c. **Maintenance of Records.** CapMetro and UT Austin will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.
- d. **Publicity Releases.** Neither Party may issue any press release relating to this Agreement without the prior approval of the other Party.
- e. **Liability.** TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT EACH PARTY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE INTENTIONAL, WRONGFUL, NEGLIGENCE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT AND AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.
- f. **Force Majeure.** Except as otherwise provided, neither Party is liable for any delay in, or failure of performance, or a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, or the common enemy, or the result of war, riot, civil corruption, sovereign conduct, strikes, fires, explosions or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.
- g. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code ("Texas Public Information Act") and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of the other Party. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this Agreement.
- h. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
- i. **Successors and Assigns.** This Agreement may not be assigned, in whole or in part, by either Party without prior written consent of the other Party. Any attempt to assign this

Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors (if any).

- j. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.
- k. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
- l. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever or no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all provisions of this Agreement, which will remain of full force and effect.
- m. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.
- n. **Notices.** All notices permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Either Party may change its address for notice by written notice to the other Party.

UT Austin: The University of Texas at Austin
 Attn: The IC² Institute
 2815 San Gabriel St
 Austin, Texas 78705
 Phone: 512-475-8900
 Email: jj@ic2.utexas.edu

CapMetro: Capital Metropolitan Transportation Authority
 Attn: Jacqueline Evans
 Diversity, Equity, & Inclusion Department
 2910 E. 5th Street
 Austin, Texas 78702
 (512)-389-7542:
 Email: Jacqueline.evans@capmetro.org

- o. **Sovereign Immunity.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
- p. **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same

document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.

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

[Signatures Page Follows]

DRAFT

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

Capital Metropolitan Transportation Authority

By: _____
NAME
TITLE

Date: _____

The University of Texas at Austin

By: _____
NAME Linda Shaunessy
TITLE Business Contracts Manager

Date: _____

DRAFT

Readiness Training Program

October 2024 through September 2025

Introduction

The IC² Institute at the University of Texas at Austin proposes to continue the Readiness Training Program for the forthcoming fiscal year of October 2024, through September 2025 (FY 2025). This continuation allows for conducting the fourth cohort for Funnels One (fall 2024) and Two (spring-summer 2025) of the RTP. (Initial support for the training was provided by Travis County, AISD, and the City of Austin.)

Based on the continuing significantly positive participant responses and in-depth discussions about the training framework, project staff believes that only minor changes should occur in the upcoming year.

Both cohorts in the coming year will admit a minimum of 20 companies as was proposed in the initial training series. It is important to note that all six cohorts to date have surpassed their minimum admission goals. The Funnel Two recently completed had 38 graduates, the largest number of companies in any cohort to date. The RTP, moreover, has reached the milestone of over 200 participants. The details about the planned topics and schedules for the upcoming Funnels One and Two are presented below.

Administration

Key staff are Professor John Sibley Butler, Dr. James E. Jarrett, and Mr. J. Jorge Anchondo of Anchondo Research Management & Strategies (ARMS). Ms. Carly Wolosyn will continue as a part-time social science associate, and Dr. Greg Pogue will be contributing on a part-time basis as well. In addition, several undergraduates from the McCombs School of Business will serve as interns.

The following sections describe Funnel One and Funnel Two. Please note that all dates and session and workshop activities are subject to slight changes depending on the availability of speakers and the on-going needs assessment performed within the funnels and workshops.

Funnel One, Cohort Four
(Fall 2024)

At-a-Glance

Goal: Increase the awareness of the governmental contracting process and business practices

Enrollment: A minimum of 20 companies.

Number of Sessions: 5

Number of Workshops: 2-3

Anticipated Start Date: October 29, 2024 with a break for Thanksgiving.

Project Final Date: One final session and one workshop will occur in January 2025.

Comment

The overall schedule will be like that of the fall 2023 sessions and workshops. Technical assistance will be provided to some Funnel One companies by business advisers and advanced business honors undergraduates.

Sequence and Tentative Agenda of Sessions and Workshops (Projected Dates)

Session 1-Welcoming Remarks, Self-introductions by participating HUBs, Presentations by local government HUB office representatives (Travis County, City of Austin, Capital Metro, and Austin Independent School District)

Session 2-Presentations on Value Propositions, Capability Statements, Elevator Pitches

Projected Date: November 12, 2024

(Capability statements from HUBs to be submitted in writing by November 22, 2024, with written feedback provided by advisors and staff by December 10, 2024)

Session 3-Presentations by State and University HUB/DBE/SBE Program Overviews, Certification, Bid Databases-(Comptroller of Public Accounts Statewide HUB Program, Texas Department of Transportation, Texas Facilities Commission, Texas Department of Information Resources, and The University of Texas at Austin)

Projected Dates: November 19, 2024

Workshop #1—Practice Elevator Pitches and Feedback

Projected Date: November 21, 2024

Session 4—Presentations on Regional and Community Resources Available to Small Businesses

Projected Dates: December 5, 2024

Workshop #2—Benefits of Certification

Projected Date: December 12, 2024

Session 5—Presentation on Successful Contracting, Graduation, and Preview of Funnel Two

Projected Date: January 14, 2025

Workshop #3—Responding to Purchasing Solicitations and Developing Proposals

Projected Date: January 9, 2025

Funnel Two, Cohort Four
(Spring-Summer 2025)

At-a-Glance

Goal: Build the capacity of HUB firms

Enrollment: A minimum of 20 companies.

Number of Sessions: 5

Number of Workshops: 2, two others on construction bonds are optional

Anticipated Start Date: Spring 2025

Project Final Date: Summer 2025

Comment

Based on the three cohorts to date, Funnel Two companies are focused on seeking solutions to immediate problems they are facing and are less receptive to presentations that might not address their current needs. For these reasons and because all evaluations have shown that personalized attention/feedback have been ranked very highly, Funnel Two of cohort four will be customized to the extent possible, given available resources.

Tentative Session Topics (Sequence to be determined)

Welcoming Remarks, Recognition of Sponsors, and Company Self-Introductions

Marketing for Growth

Financing Options for Owner-Operated Businesses

Human Resources

One other session and the second workshop will be selected by the participating companies from such topics as Responding to Purchasing Solicitations, Exploring Federal Opportunities, Competing with Larger Firms, Artificial Intelligence Program Applications, and others. The one session and the workshop will be determined by conducting a short survey of the admitted companies about their preferred topic. (That was the procedure used in the most recent Funnel Two cohort, and it proved successful.)

Scheduled and Optional Workshops/Technical Assistance

An initial workshop will occur on current and near-term local government purchasing opportunities involving the entities that have provided funding. A second workshop will be held on a topic selected by the admitted companies. Participants also will be able to attend the bonding and finance workshops that are described below.

In addition, Funnel Two companies will be provided the opportunity to receive personalized assistance in two ways: (a) review and written feedback on their capability statements by the project business advisers; (b) and one-on-one assistance from a business adviser and/or undergraduate business student for a limited number of hours. Companies requesting personalized assistance will be required to provide specific information about their need(s), and project staff then will match a business adviser and/or business student with that company. Depending on the number of requests, project staff may need to restrict the amount of technical assistance due to budgetary constraints.

Construction-Related Procurement Bonding and Financing

Introduction

The University of Texas at Austin (UT-Austin) will offer two informational workshops on construction-related procurement bonding and financing. The workshops seek to increase the basic awareness and operational knowledge in bonding and financing for HUBs who bid and work on construction and maintenance procurement projects for public sector entities. CapMetro DBE and SBE vendors will be able to attend these workshops, although no funding from CapMetro will be utilized.

The back-to-back sequence and timing of the workshops will change in the coming year. One workshop will cover all the material now presented in two workshops. Project staff will, however, offer two workshops with the revised/identical format during 2025, albeit six months apart. That will enable newly formed construction companies to have more opportunity to participate. The anticipated dates of the workshops are February 2025 and August 2025.

DRAFT

Board of Directors

Item #: AI-2024-1296

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution adopting the 2025 CapMetro Board Meeting Calendar.

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: Holding regularly scheduled Board and Board Committee meetings increases the likelihood of meaningful public input and ensures the timely execution of Agency business.

BUSINESS CASE: The CapMetro Board is required to meet monthly, and advance coordination of the calendar helps ensure public transparency in Board business, and coordination of Board business with other partner agency events.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28, 2024.

EXECUTIVE SUMMARY: This action includes approval of the 2025 CapMetro Board meeting calendar, including the schedule for Committee Meetings. The calendar has been coordinated with partner agency calendars to minimize conflicts for Board Members. CapMetro Board and Committee Meetings will continue to be held in the boardroom at 2910 East 5th Street.

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-2024-1296

WHEREAS, Section 451.514 of the Texas Transportation Code requires the Board of Directors to hold at least one regular meeting each month to transact the business of the Authority and to set the place, date and time for each meeting.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors will hold regular monthly meetings and adopts the schedule laid out in the attached document for calendar year 2025.

**Secretary of the Board
Becki Ross**

Date: _____

2025

Committee Meetings

10 a.m. (Finance Committee) and 12:30
p.m. (Operations Committee)

Board Meetings

Noon

| | | |
|-----------|-----------------|-----------------|
| January | Wednesday 1/15 | Monday 1/27 |
| February | Wednesday 2/12 | Monday 2/24 |
| March | Wednesday 3/12 | Monday 3/24 |
| April | Monday 4/14 | Monday 4/21 |
| May | Wednesday 5/7 | Monday 5/19 |
| June | Wednesday 6/11 | Monday 6/23 |
| July | Wednesday 7/16 | Monday 7/28 |
| August | Wednesday 8/13 | Monday 8/25 |
| September | Wednesday 9/10 | Monday 9/22 |
| October | Wednesday 10/8 | Monday 10/20 |
| November | Wednesday 11/5 | Monday 11/17 |
| December | Wednesday 12/10 | Wednesday 12/17 |

All dates subject to change.

Updated: 10/17/24

Board of Directors

Item #: AI-2024-1310

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract, including a lease agreement, with Bright Horizons Family Solutions, LLC for the operation of the Childcare and Learning Center for one base year and four one-year options for a total contract amount of \$230,000.

FISCAL IMPACT:

Funding for this action is in the proposed 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: CapMetro provides support for the Childcare Center to support CapMetro families and the community that need access to quality childcare. In addition, the proposed contract provides a fiscally responsible solution to continued operation of the Childcare Center through a lease approach and substantially reduced financial contributions from CapMetro.

BUSINESS CASE: Maintaining the Center allows Capital Metro to fill a childcare void in the community while also benefiting CapMetro employees who are able to utilize the Center. The proposed contract award is based on Bright Horizons' proposal to provide high quality education, maintain National Association for Young Children accreditation and to operate the Center under a lease agreement with declining financial contributions from CapMetro during the term of the contract and lease agreement. Utilization of the space that is covered under the proposed lease makes business sense because the space is already equipped as

a childcare and learning center. This space is not currently needed for other CapMetro uses and the conversion of the space for another purpose is costly. In addition, the lease approach to the continued operation of the childcare and learning center provides priority access to CapMetro and service provider employees whose childcare needs can be served by the center.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28th 2024.

EXECUTIVE SUMMARY: CapMetro opened the Childcare and Learning Center in 2006 as a benefit to employees and as a mechanism to attract and retain employees. Over the past several years, changes to the CapMetro workforce such as additional work locations and increased teleworking have resulted in reduced utilization by employee families. In 2012, CapMetro opened the Center to the community to maintain high enrollment and reduce the subsidy required to continue operation of the Center. The Center is licensed for 65 children ages infant to five years old. Typical Center enrollment is now approximately 20 percent CapMetro families and 80 percent community families. Bright Horizons Family Solutions has operated the Center since its inception. With the declining enrollment of CapMetro families, staff committed to the board to seek a more financially sustainable solution to the continued operation of the Childcare Center and to seeking additional solutions to support the childcare needs of employees whose needs are not served by the Center located at 624 Pleasant Valley Road.

The recommended contract with Bright Horizons for a total of five year accomplishes the goal of reducing the CapMetro contribution and shifting the responsibility for Center operations completely to the contractor, while still benefitting CapMetro employees. Bright Horizons will offer priority enrollment for CapMetro and service provider families at the CapMetro Center and at the other two Bright Horizons Childcare Centers in the Austin area. This will provide additional high quality childcare solutions for families in southwest and north Austin. The CapMetro contribution during the proposed contract term is a fixed contribution as follows: Contract Year 1: \$125,000; Contract Year 2: \$75,000; Contract Year3: \$30,000; Contract Years 4 and 5: No CapMetro contribution.

The terms of the proposed lease agreement include: Bright Horizons (“Tenant”) shall use the premises for the sole purpose of operating a childcare and learning and shall maintain Texas Rising Star accreditation for the Center for the period of the Lease. Tenant shall provide child development activities to children ages six (6) weeks to five (5) years enrolled in the Center. Tenant shall operate the Center Monday through Friday for 12 hours, except for Landlord holidays. The Center shall be designed to serve sixty-five (65) FTE enrollees unless expanded by agreement of the parties. Classroom, kitchen, and playground equipment (“Equipment”) will be provided by CapMetro for utilization during the term of the lease. CapMetro will be responsible for all repair and maintenance of the facility, playground equipment, and classroom and office furniture. CapMetro will replace equipment and furniture as needed to maintain the safety, licensing, and accreditation of the Center. Bright Horizons will provide priority enrollment to CapMetro and service provider families over community families.

DBE/SBE PARTICIPATION: A 0% SBE was placed on this project since there were no subcontract opportunities.

PROCUREMENT: On August 22, 2024, a Request for Proposal was issued and formally advertised for the licensing and full operation of CapMetro's Childcare Facility. By the closing date of September 16, 2024, two (2) proposals were received.

The evaluation team used the following factors in their assessment of both proposals: 1) The offeror's demonstrated qualifications of the offeror's proposed staff to be assigned to CapMetro's Childcare Center operations to ensure high-quality childcare and learning services; 2) The offeror's demonstrated commitment to an operating and financial approach that meets the requirement for a high-quality childcare program taking into the account CapMetro's limited financial support to the Childcare Center's operational cost; 3) The offeror's demonstrated understanding of how parent fees and teacher compensation will need to be balanced to create a high-quality and sustainable program; 4) The offeror's demonstrated past performance providing high-quality childcare and learning services; and 5) The extent to which the offeror's mission and related organizational values for serving the community are aligned with CapMetro's mission and values.

The proposal from Bright Horizons Children's Centers, LLC is determined to be the best value to the Authority, price and other factors considered. The contract is a Firm Fixed Price One-Year Base Period Contract with four (4) One-Year Option Periods. The term for the Base Period will be one (1) year from issuance of the Notice to Proceed at a not to exceed contribution amount of \$125,000.00. Option Period 1 (Contract Year 2) will have a not to exceed contribution amount of \$75,000.00, Option Period 2 (Contract Year 3) will have a not to exceed contribution amount of \$30,000.00, and Option Periods 3 and 4 (Contract Years 4 and 5) will have no contribution amount.

RESPONSIBLE DEPARTMENT: People and Culture

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1310

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to outsource the operation of the CapMetro Childcare and Learning Center to a third party under a lease agreement model that is financially sustainable.

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 and lease agreement with Bright Horizons Family Solutions, LLC for the operation of the CapMetro Childcare and Learning Center for one base year and four one-year options for a total contract amount of \$230,000.

Date: _____

**Secretary of the Board
Becki Ross**



Childcare Center Operations Contract and Lease Agreement

CapMetro Board Meeting

October 28, 2024

Recap of Childcare Support Goals

- Continue providing childcare support options to parents with children at the CapMetro Childcare and Learning Center and offer options to those who need other childcare solutions
- Maintain the current Childcare and Learning Center as a benefit to employees and the community with a sustainable financial model
- Remain within the FY 25 budget for the childcare program costs

The Work We Have Done

Parent & Employee Communications

- Regular meetings and status updates with Bright Horizons parents and CapMetro employees
- Employee survey and findings
- Engagement of service provider employees and leadership




Determining Cost & Need

- Ways to reduce CapMetro subsidy
- Employee demographics
- FY 2025 budget adoption
- Negotiated a reduced subsidy under the current Bright Horizons contract from \$597,090 to \$390,000 annually
- Designed framework of childcare stipend program for employees

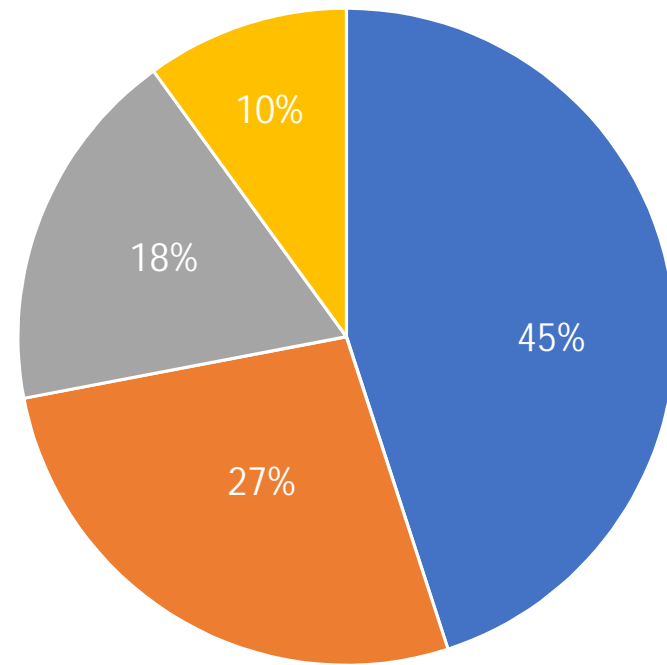
Exploration of Partnerships

- Completed RFP process for lease of the childcare space at 624 Pleasant Valley location to include a reduced subsidy that declines over time

Key May 2024 Survey Findings

-  10.28% Expecting a child in the next nine months and anticipate needing childcare.
-  51.4% Have one or more children ages 0–5 years old who require childcare.
-  38.28% Have one or more children 5 years old (in kindergarten) or older who require childcare

Childcare Location Preference



■ Near Home ■ Near Work ■ No Preference ■ No Response

Childcare Center Sustainability Solution

Current Bright Horizons
Contract Completion



- Increased tuition to reduce subsidy for period September 2024 – March 2025

New Contract and Lease
Agreement with
Childcare Provider



- Completed RFP process for contract with contractor to lease childcare center with some support to reduce over the contract period.
- Proposed contract award to Bright Horizons includes CapMetro contribution of \$125,000 for the base year and reduces over the next 4 option year periods.
- Priority enrollment for CapMetro and service provider employees not only at CapMetro building and other Bright Horizons locations
- CapMetro to provide utilities, security and building maintenance

Recommendation for Contract with Bright Horizons

Contract Agreement

- Contract will include a lease agreement for one base year with options for 4 additional years
- Contract includes a contribution paid by CapMetro:
 - \$125,000 for first year
 - \$75,000 for second year
 - \$30,000 for third year
 - Year 4 and 5 will not require contribution

Lease Agreement

- Lease is for one base year with options for 4 additional years
- Lease is for the childcare space at 624 Pleasant Valley Road. Lease payment will be \$10 annually
- CapMetro is responsible for routine and required maintenance, classroom, playground equipment/furniture replacement or repairs, janitorial services, security and utilities

Childcare Program Cost

| | ANNUALIZED COST UNDER REVISED PROGRAM | FY25 PROJECTED COST | FY 24 ACTUAL COST |
|---|--|---------------------------|----------------------|
| Childcare Center Operations Contribution | \$125,000* | \$257,500** | \$576,470 |
| Employee Childcare Support Stipend | \$600,000 | \$300,000 | NA |
| Facility Lease Services Value Covered by CapMetro | \$75,000 | \$75,000 | \$75,000 |
| Equipment Replacement | \$5,000 | \$5,000 | NA |
| TOTAL | \$805,000 | \$637,500 | \$651,470 |
| * Year 1 of Contract: Declines each year | | | |
| ** \$ 12,500 less than approved FY 25 Budget | | | |

Dependent Care Flexible Spending Account Contribution

- Up to a \$3,000 annual benefit to regular full-time employees of CapMetro and Service Providers
- Eligibility based on CapMetro or Service Provider base income and family size
- Special open enrollment for benefit with effective date of April 1, 2025
- Estimated annual cost: \$600,000

| Family Size | 2025 Gross Income Limit |
|-------------|-------------------------|
| 2 | \$110,864 |
| 3 | \$125,203 |
| 4 | \$138,566 |
| 5 | \$149,669 |
| 6 | \$160,716 |

What's Next?

- November 2024 to March 2025: Continue employee and parent communication
- April 1, 2025: New contract structure in place
- April 1, 2025: Initiate Childcare Stipend Program
- Throughout FY 2025 and term of contract: Monitor enrollment and utilization of childcare stipend program
- November 2025: Report to board on childcare center and stipend program enrollment



Questions?



Board of Directors

Item #: AI-2024-1243

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee to finalize and execute an Interlocal Agreement (ILA) with the State of Texas through its government entity, Texas State Library and Archives Commission, for digital document scanning and future document storage services starting November 1, 2024 with a termination date of August 31, 2026 in an amount not to exceed \$3,500.

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: CapMetro’s Real Estate & Right-of-Way Department (the “Department”) manages a record inventory consisting of 162-miles of railroad right-of-way, real property and land assets. Preserving these archives to the “highest standards” by partnering with the Texas State Library and Archives Commission demonstrates CapMetro’s commitment to excellence and ensures CapMetro’s archives are properly maintained for future generations.

BUSINESS CASE: Authorization is required to execute the ILA for the Texas State Library and Archives Commission to commence the work. The funding for these services is included in the FY2025 operating budget and will be included in the operating budget for future fiscal years. The maximum amount of this ILA shall not exceed \$3,500 for records storage and imaging related services. For Year 1 of the ILA, \$500.00 of the

not to exceed amount is designated for storage services and \$2,500.00 is designated for imaging services. For Year 2, fiscal year 2026, an estimated \$500.00 of this amount is designated for storage services and \$0.00 for imaging services. Any unspent funds from Year 1 of the ILA are automatically added to the estimated total for Year 2. However, the total ILA amount can only be increased by executed written amendment to the ILA approved by CapMetro’s Board of Directors. The funds for these services are in the approved FY 2025 Operating budget and the funds required for FY 2026 will be included in the budget request for that year.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28th, 2024.

EXECUTIVE SUMMARY: The Real Estate Department takes great pride in being a regional leader and steward of these “legacy archives”. Many of these archives, railroads in particular, date back to the late 1800’s and were established by some of our predecessor railroads that transported materials for the early development of the Greater Austin Region. The execution of the ILA will allow CapMetro’s Real Estate & Right-of-Way Department the ability to preserve its railroad archives in a professional digital format and state of the art facility utilizing the services of the Texas State Library and Archives Commission.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Real Estate and Right-of-Way Department

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1243

WHEREAS, the Capital Metropolitan Transportation Authority (“CapMetro”) Board of Directors and CapMetro management endeavor to provide accurate and efficient records management; and

WHEREAS, the CapMetro Board of Directors and CapMetro management recognize the need to approve execution of the Texas State Library and Archives Commission Interlocal Agreement (ILA); for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the CapMetro Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute an Interlocal Agreement with the State of Texas through its government entity, Texas State Library and Archives Commission, for digital document scanning and future document storage services starting November 1, 2024 with a termination date of August 31, 2026 in an amount not to exceed \$3,500.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1293

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution adopting the FY2025 Annual Internal Audit Plan.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This plan will ensure good stewardship and internal controls for the agency and supports the CapMetro Strategic Plan.

BUSINESS CASE: Does not apply.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Finance, Audit and Administration Committee on October 16, 2024.

EXECUTIVE SUMMARY: The Institute of Internal Auditor’s International Standards for the Professional Practice of Internal Auditing require risk-based audit plans be developed to determine the priorities of an internal audit activity, consistent with the organizational goals. The proposed FY2025 Internal Audit Plan (the Plan) summarizes the proposed audits and projects that were identified during a comprehensive risk assessment performed by CapMetro’s Internal Audit Department. The Plan presents audit activities in two categories:

Assurance Services, and Advisory & Consulting Services. The CapMetro Internal Audit Charter requires that the Chief Audit Executive “present for approval to the Finance Audit & Administration Committee a risk-based Audit Plan which documents the priorities of the internal audit function and is consistent with the Authority’s strategic goals and objectives.” After FAA Committee consideration, the Plan is taken to the full Board for its review and approval.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Internal Audit Department

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1293

WHEREAS, the FY2025 Internal Audit Plan considers the potential risks and the opportunities of the Authority; and the FY2025 Internal Audit Plan was prepared in accordance with the professional internal auditing standards; and

WHEREAS, the FY2025 Internal Audit Plan provides a mix of audit projects to mitigate risks, develop recommendations for improvement and/or costs savings, and monitor the progress toward implementing past recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the FY2025 Internal Audit Plan is adopted and sets a program to provide relevant and useful information to the Board of Directors.

Date: _____

**Secretary of the Board
Becki Ross**



To: Matt Harriss, Member, Chair, Finance, Audit & Administrative (FAA) Committee
Dianne Bangle, Member, Vice Chair, FAA Committee
Leslie Pool, Member, FAA Committee
Becki Ross, Member, FAA Committee

CC: Dottie Watkins, President/CEO

From: Terry Follmer, CPA, MBA, CIA, CISA, CISSP
VP, Internal Audit

Date: October 16, 2024

Subject: **Proposed FY2025 Internal Audit Plan & Annual IIA Governance Requirements**

Purpose

The purpose of this memo is to review the Institute of Internal Audits (IIA) annual governance and communication requirements as well as request the approval from the Board for the proposed FY2025 Audit Plan. The IIA has revised their Global Internal Audit Standards effective 2025 and this memo will highlight key requirements that are required to be approved by the Board, some of which are new. Additionally, this memo contains the proposed CapMetro Internal Audit Plan (Audit Plan) and summarizes the planning methodology and the audit projects that Internal Audit recommends performing during FY2025.

Board Governance of Internal Audit Function

The CapMetro Internal Audit Department follows two sets of internal audit standards, one from the IIA (Red Book), and the other from the U. S. GAO (Yellow Book) which are almost identical in requirements. The chief difference between the two standards is that the Government Accounting Standards issued by the U.S. GAO requires an external quality assessment every three years versus the IIA which only requires the assessment every five years. The revised IIA standards require that the following specific items to be discussed and reviewed by the Board at least annually:

- Internal Audit Department Charter
- Internal Audit Mandate from the Board
- Annual Audit plan and any significant changes



- Annual Budget and resource plan
- The Chief Audit Executive’s appointment and removal
- The Chief Audit Executive’s Remuneration
- The external quality assessment plan
- The results of the external quality assessment and any action plans

FY2025 Audit Plan & Updates

The Institute of Internal Auditor’s (IIA) *International Standards for the Professional Practice of Internal Auditing* require that risk-based plans be developed to determine the priorities of the internal audit activity, consistent with the organization's goals.

The proposed FY2025 Internal Audit Plan (Table 1) was developed by performing a comprehensive risk assessment. This included a risk assessment survey sent to management and Board members, management interviews, and discussions with Board members. The Internal Audit Department also reviewed CapMetro’s operating and capital budgets, organization charts, Strategic Plan as well as prior external consulting and audit reports (e.g., FTA Triennial, Quadrennial Performance Audit, etc.), to help ensure other potential risk and opportunity areas were identified and proposed projects are aligned to address the strategic risks of the Authority. The proposed Audit Plan has been designed with a special focus on CapMetro’s Strategic Plan with input from the Board and President on down through the organization. Additionally, we collaborated with other Texas transit agencies and reviewed the audit plans of METRO in Houston, VIA in San Antonio, and DART in Dallas.

This year’s Risk Assessment (Table 3) identified the top 15 risks facing CapMetro in FY2025 and only one risk (Fuel & Inventory Controls) was new from last year’s results. The other fourteen risks were all noted in the prior year risk assessment, however, the risks categories had quite a bit of movement in the shuffling up/down. Some of the more notable movements is that with this being a major election year the risk called “Political Risks – Funding” came in at #1, and with the reduction of the growth rate in Sales Taxes the risk called “Managing Projected Costs vs Revenues” came in at #2. Additionally, the continuation of large capital projects, including the electric bus program, establishing new transit facilities and offices, MetroRapid delivery, the standup of the new North Base Demand Response and CapMetro Police Department facilities was notably reflected in the risk survey results. Some key FY2025 financial drivers of risks are noted as follows: Capital Projects budgeted at \$230 million (e.g., Project Connect MetroRapid Stations; North Base Demand Response Facility; Bus Electrification Infrastructure; and new Fifth & Tillery headquarters); Total Expenses at \$454 million; and Total Revenues budgeted at \$513 million (\$403 Sales Taxes; \$65 million Grants).

The proposed FY2025 Audit Plan was put together using the annual risk assessment and other activities (e.g. interviews; review of FY25 budgets and strategic plan; etc.) detailed above and

contains 26 projects. Three of the proposed projects are required by external regulations as follows: Quadrennial Performance Audit is required every four years per Texas Transportation Code 452.454; the FTA Triennial Review is required by FTA every three years; and a Quality Assessment Review of the Internal Audit Department is required every three years per the Government Auditing Standards issued by the U.S. GAO. Additionally, the Plan includes ten projects that are already “in-process” and two projects (Inventory Controls (Fuel, Parts & Electricity); and A/P Non-PO Procurements) that UT Interns will participate in this Fall semester. With the new operating models for Bus (Keolis contract) and Demand Response (MTM contract) we will be auditing their payroll “pass through charges” to ensure adequate controls are in place to validate accurate and timely payments to service provider staff and related invoicing to CapMetro. The proposed plan also includes two IT projects which includes a follow-up on the cybersecurity assessments conducted by CISA to benchmark against prior year results, and the Annual Cybersecurity Review (i.e., IT Penetration and Vulnerability Assessments) which is performed by a third party. Some other highlights from the Plan are projects in the following areas: Police Department Standup; Capital Projects – Costs & Reporting Controls; new Brinks contract and reconciliation of cash collected; a review of Keolis bus maintenance and training; and a Survey of Oracle Users to identify opportunities for improvement.

The FY2025 audit plan also includes a list of contingent projects (Table 2 – five projects listed as Contingent Audit Projects) that will serve as backup projects that will be performed if the original plan is running ahead of schedule or if some of the projects must be delayed or cancelled. Furthermore, the Audit Plan is meant to be a risk based flexible audit plan so as emerging risks arise or priorities change, the Internal Audit Department will bring these future project changes to management and the FAA Committee for approval.

Internal Audit Budget & Resource Plan

Staffing for the FY25 Audit Plan will use a combination of internal and external resources to perform the projects. This past year the Internal Audit Department completed seventeen audit projects. The FY25 plan includes twenty-six assurance/advisory projects, and Internal Audit believes these additional projects can be completed because ten of the projects are already “in-process” and through better planning, scoping and coordination with management. The department is currently fully staffed with five full time auditors, and we continue to mature the UT Audit Intern program which started in 2018. This Fall semester we will have five graduate Accounting students from UT’s #1 ranked Masters of Professional Accounting program who will be assisting on two advisory projects as part of their required Auditing-2 class. This is our thirteenth semester participating in this highly successful program, and we plan on continuing the UT Audit Intern program with a fresh class in the Spring. Each student in the intern program is providing up to 60 hours per semester (about 5 hours per week) of volunteer project time for the semester as part of their Auditing-2 class. Additionally, on the IT security side we have registered with CISA to follow-up on this year’s cybersecurity assessments, and the external Annual Cybersecurity Review (i.e. IT Penetration and Vulnerability Assessment) is

performed by a consulting firm which is funded by the IT Department. We believe this mix of internal and external resources is sufficient to perform the projects listed in the FY2025 Audit Plan (see Table 1).

The FY25 Internal Audit Department budget of \$1 million is sufficient to support the FY25 Audit Plan and includes an extra \$220K to cover the professional service fees to perform the Texas mandated Quadrennial Performance Audit which has been contracted to come in under budget at \$195K.

Professional Requirements & Auditor Independence

The Internal Audit Department conducts our audits in conformance with Generally Accepted Government Auditing Standards promulgated by the Comptroller General of the United States and the IIA's International Standards for the Professional Practice of Internal Auditing and Code of Ethics. These standards require that we be independent from any entity or person that we audit or may audit and be objective when conducting such audits. Furthermore, IIA Standard 1110 requires that the CAE confirm to the board, at least annually, the organizational independence of the internal audit activity. Capital Metro Internal Audit is organizationally independent of management and, as such, remains objective when conducting audits, and our staff have no conflicts of interest with the proposed FY2025 Audit Plan. Additionally, the Internal Audit Department conforms with the International Standards for the Professional Practice of Internal Auditing.

TABLE 1 – FY2025 Audit Assurance & Advisory Projects

| | Audit Project | Audit Type | Audit Objective & Scope | Estim ated Hours |
|----|---|-----------------------------|--|-------------------------|
| 1 | Semiannual Implementation Status Updates - November 2024 | Assurance | Monitor and report on implementation status of previously agreed-upon corrective action plans (CAPs). Status updates are performed twice each year (Spring and Fall.) | 200 |
| 2 | Semiannual Implementation Status Updates - May 2025 | Assurance | Monitor and report on implementation status of previously agreed-upon corrective action plans (CAPs). Status updates are performed twice each year (Spring and Fall.) | 200 |
| 3 | FY2025 Risk Assessment & FY2026 Audit Plan Development | Continuous Improvement & QC | Develop the annual risk based internal audit services plan to identify audit and non-audit projects and effectively allocate resources. Update and align the plan with changing organizational risks/opportunities. | 350 |
| 4 | Quadrennial Performance Audit | Assurance & Advisory | State-Mandated Performance Audit per Section 452.454 of the Texas Transportation Code describes the requirements and purpose of the Quadrennial Performance Review. | 200 |
| 5 | FTA Triennial Review | Assurance | FTA Mandated Triennial audit performed every three years by a consulting firm chosen by the FTA. | 200 |
| 6 | QAR (Quality Assurance Review) of Internal Audit practices | Assurance | Complete FY2025 external Quality Assurance Review: GAGAS requires an external peer review at least once every 3 years. | 300 |
| 7 | Keolis Payroll Pass Through Controls | Assurance & Advisory | Build data analytics model to identify potential payroll errors, and ensure controls are appropriate to validate. Ensure Keolis employees are paid in compliance with the Collective Bargaining Agreement and CapMetro is properly billed. | 500 |
| 8 | MTM Payroll Pass Through Controls - New Contract in Demand Response | Assurance & Advisory | Ensure controls are appropriate to validate the MTM employees are paid in compliance with the Collective Bargaining Agreement and CapMetro is properly billed. | 500 |
| 9 | FastPath - Analyze Oracle segregation of duties | Advisory / Consulting | FastPath software has been purchased to analyze segregation of duties (SOD) across the financial transactions (e.g. Payments; Payroll; etc.) | 300 |
| 10 | Oracle Survey - User Satisfaction & Opportunities | Advisory / Consulting | Post implementation survey of users across all department to measure user satisfaction and determine opportunities for improvement. | 250 |
| 11 | Capital Projects - Costs & Reporting Controls | Advisory / Consulting | Review the efficiency, completeness and accuracy of Capital Projects data across Oracle, Planview, and Hexagon. Evaluate whether the training, and policies/procedures are adequate. | 400 |
| 12 | Police Dept Standup (Recordkeeping & Compliance Requirements) | Assurance | Document required recordkeeping and compliance activities per Federal, State and City agencies, and evaluate current controls to ensure compliance. | 300 |
| 13 | Inventory Controls (Fuel & Parts) & Utilities (Electricity) | Advisory & Assurance | Evaluate policies, procedures and systems (i.e. Oracle, Hexagon, GasBoy, etc.) | 400 |
| 14 | A/P Non-PO & P-Card Controls | Advisory & Assurance | Evaluate controls and perform testing of Non-PO purchases which includes P-Card and payments made through Check Requests. | 300 |
| 15 | Brinks Contract and Outsourced Treasury Controls | Assurance | Review Brinks contracts and controls related to the collection, deposit and reconciliation of cash collected on buses. | 200 |
| 16 | Keolis - Bus Maintenance & Training | Advisory / Consulting | Review records related to maintenance training and preventive maintenance plans. | 300 |
| 17 | Automation of Bus Incidents/Accidents Reporting | Advisory / Consulting | Evaluate new automation controls for Bus incident/accident reporting. | 400 |

| | Audit Project | Audit Type | Audit Objective & Scope | Estimated Hours |
|----|---|-----------------------------|--|-----------------|
| 18 | Safety Management System (SMS) - Management of Change | Advisory / Consulting | Compliance with FTA requirements related to safety and "management of change". | 400 |
| 19 | Bus Charging Infrastructure & EV Program | Advisory / Consulting | Review project plans related to the EV Bus Program and evaluate where policies/procedures will need to be defined to properly support the EV fleet. Assess the reliability, integration, and maintenance of the charging systems. Review operational responsibilities and identify lessons learned to improve efficiency and system integration. | 400 |
| 20 | Bytemark Contract for e-Ticket & Collections - Administrative Fees | Assurance & Advisory | Review process and technology controls to ensure internal controls over Bytemark e-Tickets and collections have correct administrative fees. | 400 |
| 21 | United Healthcare - Eligibility & Payment Support | Assurance | Review eligibility controls for participants. Ensure proper support for administrative fees based upon contract, and support for United Healthcare claim payments. | 300 |
| 22 | McKalla Station - Capital Project Controls | Assurance | Review construction process for compliance with contracts, policies, procedures and regulatory requirements. Review contract close-out and lien releases. | 350 |
| 23 | BikeShare Program | Assurance & Advisory | Review ILA and other contracts and develop RACI Chart defining all key roles and responsibilities. Ensure credit card fees from Stripe agree to contract. | 150 |
| 24 | CLS System for Right of Way Revenues (Permits, RWIC, Licenses) | Assurance & Advisory | Review orders in CLS system and contracts, and validate proper billing in Oracle. Evaluate billing controls for accuracy and timeliness. | 100 |
| 25 | NIST Cybersecurity Framework (CISA Facilitated Self Assessment) - re-assessment from 2024 baseline | Assurance | CISA will re-perform two reviews (Cyber Resilience Review and External Dependency Mgt) which checks for compliance with best practices as listed in the NIST Cybersecurity Framework | 300 |
| 26 | Annual Cybersecurity Review (Verizon) | Assurance | Annual Cybersecurity Assessment with outsourced IT Penetration & Vulnerability Assessment | 200 |
| 27 | Support to Transit Industry & Professional Organization | Continuous Improvement & QC | Internal special projects including support of local and industry professional associations (ISACA, IIA, APTA, ALGA, Toastmaster, etc.), responding to professional exposure drafts, internal training and other internal quality improvement opportunities as needed. UT Audit Intern Program (Fall & Spring). | 240 |
| 28 | Management Requests, Consulting & Special Projects 1) Advisor on various Committees; 2) Investigations; 3) Emerging Risks & Special Projects as requested, etc.. | Advisory / Consulting | Internal auditing best practices include allocating an undesignated contingency for management requests and other unanticipated special projects. | 600 |

TOTAL ESTIMATED HOURS

8,740

Project started in FY2024

UT Intern projects Fall 2024

TABLE 2 – FY2025 Contingency Audit Projects (To Be Used as Backups)

| | Audit Project | Audit Type | Audit Objective & Scope | Estimated Hours |
|------------------------------|---|----------------------|--|------------------------|
| 1 | Lease Vehicle Program - non-Revenue Vehicles | Assurance & Advisory | Review lease contract, fleet utilization, and related controls to ensure contract compliance and proper asset management. | 400 |
| 2 | Microsoft SharePoint & Active Directory | Assurance | The confidentiality, integrity and availability of the Microsoft Active Directory and SharePoint. | 250 |
| 3 | Real Estate - Life Cycle Management & Controls | Advisory | Evaluate controls from cradle to grave as it relates to both purchased and leased properties. Review how the Hexagon EAM and other systems support the maintenance life cycle of the property. | 400 |
| 4 | Grant Reporting Process (Small Starts, Single Audit, Subrecipients) | Advisory | Evaluate grant reporting controls from cradle to grave as it relates to identification to final disposition on every grant application. Review Oracle and other system controls used to monitor and report grant status. | 250 |
| 5 | Board Policies/Goals - Monitoring & Reporting (e.g. OTP; Fare Recovery; DBE; Title 6 Equity Analysis; etc.) | Assurance | Review Board policies/goals to ensure that they are periodically reviewed and updated, and that related performance metrics are being tracked and reported. | 300 |
| TOTAL ESTIMATED HOURS | | | | 1,600 |

TABLE 3 – FY2024 Risk Assessment Survey Results

| No. | Response | (A) Average of Impact Scores | (B) Average of Likeliho od Scores | (A x B) Residual Risk | (D) Mitigating Controls | Count of Accept Risk | Count of Requires Plan | "Requires Plan" Recommendations to improve Risk Management Activities |
|-----|---|--|--|-----------------------------|--|-------------------------------|---------------------------------|--|
| 1 | Political Risks (Federal & State) - Funding & Project Connect | 7.4 | 7.3 | 54.1 | <p>CapMetro will continue to be a supportive voice for continuing the voter approved program of projects from November 2020 and will continue to highlight/educate elected offices on the impact of public transit on the regional economy and overall community wellbeing. Regular updates will be provided to the SET and SMT throughout the new Congress and next session of the Texas Legislature for information and identification of areas / hearings where a CapMetro perspective may be beneficial to offer.</p> <p>For Federal funding and reauthorization in the next Congress, Government Affairs will continue to work closely with APTA, SWTA, TTA, TEX-21, The Bus Coalition, and Transportation Advocates of Texas to highlight the need for continued, sustained and dependable funding contributions to support economic vitality and growth. These advocacy organizations will supplement the work being undertaken by the federal Government Affairs team to bring awareness and attention to the impact of federal funding.</p> | 3 | 4 | |
| 2 | Managing Projected Costs vs Revenues (Sales Taxes Flat) | 7.5 | 6.5 | 48.8 | <p>Annual Budgets by Department approved by mgt and Board. Monthly tracking of Actual vs Budget with reporting to Mgt/Board. Budget Dept that is separate from Actual accounting that works on ST/LT forecasts and challenges mgt on assumptions. All material expenditures and commitments require approval from the Board. FY24 there is a freeze on FTE growth, with focus on filling/adjusting vacancies first. Developing structured process for evaluating/filling vacancies. The Senior Executive Team conducts a monthly review of operating and capital actual expense vs budget.</p> | 3 | 4 | <p>Strengthen Project review processes and procedures to avoid scope creep. In light of ATP being the FTA direct recipient of new starts grants and light rail delivery, a thorough and critical review of workforce needs and FTE growth is needed. Some level of benchmarking with our peer systems would be beneficial with a nuanced review of our core and support functions. Setting up monthly operational and financial key performance indicator tracking could</p> |

| No. | Response | (A) Average of Impact Scores | (B) Average of Likeliho od Scores | (A x B) Residual Risk | (D) Mitigating Controls | Count of Accept Risk | Count of Requires Plan | "Requires Plan" Recommendations to improve Risk Management Activities |
|-----|--|--|--|-----------------------------|--|-------------------------------|---------------------------------|---|
| | | | | | | | | potentially be beneficial with tracking efficient use of funds. |
| 3 | Safety of Operations (Customers & Operators) | 7.2 | 6.4 | 46.1 | Safety Policies & Training; Ops Procedures; Ops Mgt; Safety Plans; Oversight from Mgt, Fed, State & Contractors; Accountability & PDC's; Reg Requirements for Safety Plan; SMS in place; SMS plan in development for new FTA Requirements; Passenger Safety Initiatives planned; | 3 | 4 | Improved driver training & mgt; Continued focus on safety systems/policies; Complete required Safety Plan; Develop System Safety Program Plan; Develop improved safety plans, procedures, protocols, policies, and training programs. Continue rollout of Battery Electric bus safety training. Ensure safety plans evolve with technology in a timely manner. |
| 4 | Electric Buses - Strategy/Delivery/Mgt | 6.2 | 7.0 | 43.4 | Bus Infrastructure has been scheduled and has been shared with the FTA for MetroRapid (Expo & Pleasant Valley). 2910 Plan developed with Proterra. Contingency is being developed around Proterra recent Bankruptcy. Planning for N Ops expansion with solar grid and bus charging is underway. Close coordination with Austin Energy. FTA required Fleet Transition Plan which is routinely updated. David Carr, Dir of Zero Emission Vehicles. Good contract and OEM management with the bus builders to prevent defects. Additional Field Service Techs have been added to contracts to ensure availability/reliability. New EV specialty shop to address diagnostics and repairs and related training. | 3 | 4 | Develop a technology of choice fleet Plan allowing us to look at various zero to near zero emission propulsion system. Use of Hybrid electric vehicles in the future as we review emerging technologies, such as Hydrogen fuel cell buses, keeping an eye on the advances in battery power density and ensuring we stay on course to be carbon neutral in 2040. Continue to work with the newly formed Phoenix Motor Car as the prime OEM for 46 of our delivered battery electric buses working through warranty, parts, and service issues. |
| 5 | MetroRapid Delivery | 6.8 | 6.3 | 42.9 | Project Management approach has been developed for overall delivery of the two Rapid lines; including a Risk Register that is regularly reviewed and updated with senior staff; CapMetro monthly Metro Rapid project team meeting; Tri-Party meeting of appropriate department leaders (CM; ATP; COA); Monthly Executive Tri-party meeting (CM; ATP; COA); FTA monthly/Qtrly meeting with CapMetro. | 3 | 4 | The first two MetroRapid projects as part of Project Connect will be operationalized in 2025.Plans are being made for potential delivery risks, including charging and bus availability. |

| No. | Response | (A) Average of Impact Scores | (B) Average of Likeliho od Scores | (A x B) Residual Risk | (D) Mitigating Controls | Count of Accept Risk | Count of Requires Plan | "Requires Plan" Recommendations to improve Risk Management Activities |
|-----|--|--|--|-----------------------------|---|-------------------------------|---------------------------------|--|
| 6 | Workforce Shortage, Competition & Development | 6.5 | 6.0 | 39.0 | Over the past two years CapMetro has approved Increases in starting pay for frontline bus and maintenance employees. We are continuing Innovative hiring incentives including increased hiring bonuses, referral bonuses, relocation and temporary housing. In 2023-24 CapMetro completed a comprehensive salary structure and competitive pay review to remain competitive with the market. | 3 | 4 | P&C Department is developing updated leadership development training, succession planning and high potential programs to fill leadership and skill gaps and enhance employee retention. Also continuing collaboration with service providers to recruit frontline employees through outreach and marketing campaigns. |
| 7 | Standing Up CapMetro Police Dept | 7.2 | 5.2 | 37.5 | CapMetro received TCOLE Authorization in May of 2024. A Chief of Police has been hired and officer hiring is in progress. An ILA has been established with GATRRS and the City of Austin. We have begun procuring vehicles. Coordinating with Marketing on branding/imaging, etc.. of uniforms, equipment, vehicles, etc. P&C helping develop enhanced PD training program including customer and Operator interface. Staff regularly meet with Public Safety Committee which is appointed by the Board. Public Dispatchers are currently being trained to become certified dispatchers. RMS system has been purchased and is being prepped to interface with COA CAD system (CTECC). | 4 | 3 | Plans are needed for challenges in hiring officers in a timely manner. |
| 8 | Service Provider Performance & Contract Management | 6.3 | 5.3 | 33.4 | Continue to refine Contract & Oversight programs; PDC; Employee engagement; QA in contracts & periodic audits; Contract Management Plans; Contract Monitoring Plans created by PM's; Mode-specific oversight in place; Software (GRC & Contract Performance Mgt) is in the works to help manage this; | 4 | 3 | Develop Contract oversight plans to cover all elements within the new model. Focus on pass-through cost and refine performance measures of service providers on how the workforce is managed per the CBA. Use existing tools to develop methods to verify invoicing. Track all costs. Develop revised KPIs with more focus on workforce management (FMLA, Safety, Grievance performance, etc.) |

| No. | Response | (A) Average of Impact Scores | (B) Average of Likeliho od Scores | (A x B) Residual Risk | (D) Mitigating Controls | Count of Accept Risk | Count of Requires Plan | "Requires Plan" Recommendations to improve Risk Management Activities |
|-----|--|--|--|-----------------------------|---|-------------------------------|---------------------------------|---|
| 9 | New Fare Structure - Develop & Implement | 5.8 | 5.3 | 30.8 | A Director of Revenue & Fares was hired during FY24 in the Finance Dept to help lead the development and implementation of the New Fare Structure. Developed a 3 year plan including implementation for Fare collections system and fare structure compaction. Plan includes multi-year plan for future fare increases which requires Board Action. We are also 2 months into the implementation of a new fare system, with rollout scheduled for Spring of 2025; project is on time and on budget. | 0 | 7 | In the interim, before the new fare system is rolled out, we continue troubleshooting errors with the current Bytemark/Siemens system and just completed the final draft of the separation agreement with Bytemark/Siemens to formally part ways. |
| 10 | Oracle (ERP) Performance & Business Process Optimization | 5.3 | 5.3 | 28.1 | Oracle has Executive Steering Committee that meets monthly to discuss open items and prioritize. FTA grants and requirements will drive needed new reporting. EDAP and ability to pull data quickly and routinely. EAM Consultant being hired to evaluate Hexagon asset management strategy and execution. Oracle University library is being established to track and record specialty classes completed. | 4 | 3 | We have just completed a full assessment of the system with the support of Gartner. They provided a staffing framework along with estimates of long-term costs. The updates were presented to the Oracle Steering Committee, and next steps will be to develop a plan around Gartner's findings and present at a near-term SteerCo meeting. |
| 11 | Ridership Levels & Creating a Culture of Ridership | 5.4 | 4.3 | 23.3 | While focusing on reliable rider segments that has included students (with a 15% increase in UT ridership and a 320% increase in "Kids ride free"); agency should simultaneously expand ridership to other markets and riders with mobility options. The introduction of Rapid routes in East Austin provides an opportunity to build ridership in an area that has a mix of reliable riders and potential commuters. The new Decker Pickup zone will be promoted to build a ridership base for the on-demand service Customer Experience monitoring. Customer Experience (CX) testing has been a longer-term mitigation plan for understanding and addressing the customer experience through research, the identification of pain points and corrective actions budgeted and taken that can be publicly shared. | 3 | 4 | Balance between transit dependent and transit riders of choice in our Service Plan and reflect that in our fare strategy. Marketing strategy targeting commuters and appealing to the low price of transit as compared to car ownership; sustainable plan for the unhoused and non-destination rides, re-open dialogue with employers. Development of long-term strategy for Pickup service. Develop the new baseline for bus service (local and commuter) based on Transit Plan 2035 recommendations and data from CapMetro's 2024 trip patterns model that would offer a better understanding of service levels we are offering based on service demands and unmet needs. |

| No. | Response | (A) Average of Impact Scores | (B) Average of Likeliho od Scores | (A x B) Residual Risk | (D) Mitigating Controls | Count of Accept Risk | Count of Requires Plan | "Requires Plan" Recommendations to improve Risk Management Activities |
|-----|---|--|--|-----------------------------|---|-------------------------------|---------------------------------|--|
| 12 | Fuel & Inventory Controls | 5.0 | 4.5 | 22.5 | CapMetro uses the following systems to capture the fuel inventory and expenditure cycle: Oracle; Gasboy; Hexagon; and Veeder Root. For parts, CapMetro uses the following systems: Oracle and Hexagon. PO's are required for purchases and physical inventories and reconciliations occur on a monthly basis. | 2 | 5 | The Internal Audit Department has sheduled a FY2025 audit of this area to evaluate the adequacy of internal controls and see if there is any opportunities for improvement. |
| 13 | IT Risks & Cybersecurity | 5.5 | 4.0 | 22.0 | The Cybersecurity team has now been staffed with seasoned security professionals, and have external monitoring in place to watch for malicious threats. Recently we also launched and had employees complete Cyber Security training via Litmos Learning. | 4 | 3 | Continue to work the current plan, which includes yearly cyber security risk assessments and incorporate any findings into the current security framework with a plan and appropriate dates for completion, by the CapMetro CISO and team. |
| 14 | Establishing Transit Facilities & Offices | 4.5 | 4.3 | 19.4 | Facility Catalogue to support the Facility Master Plan. SOG in Hexagon and required NTD reporting in compliance with FTA. Facilities costs is included in the long range financial plan. | 2 | 5 | Facility Master Plan has been drafted to guiding facility capacity and improvements. Plan includes initiative to map integration between facilities and technology (Hexagon, GIS, BIM). Facility catalogue developed. |
| 15 | ATP/CapMetro - ILA, Alignment & Business Process Optimization | 4.4 | 4.0 | 17.6 | JPA and amendments and ILA's will help manage the risk. An ILA is in development to reimburse for current and near term capital costs for the CapMetro components of Project Connect. | 4 | 3 | Plans for the next investment will be developed through the Transit 2035 Plan. |

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Settlement Agreement in Lieu of Condemnation with the City of Pflugerville to grant the City one Temporary Construction Easement across up to 1.208 acres of the 25.00 acres of land owned by CapMetro located at 10805 Cameron Road, in exchange for compensation to CapMetro in the amount of \$67,521.

FISCAL IMPACT:

This action reimburses Capital Metro \$67,521.

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 City of Pflugerville (the “City”), one of CapMetro’s community partners, is constructing a 42-inch raw water line (the “waterline”) from the Colorado River to Lake Pflugerville, within an existing easement along the northern boundary line of CapMetro’s property located at 10805 Cameron Road, parallel to Cameron Road. The City says the waterline is necessary to support the region’s growing population. CapMetro sees this as an opportunity to support the region and foster its community partnership with the City of Pflugerville.

BUSINESS CASE: A Temporary Construction Easement (TCE) is desired by the City of Pflugerville to aid its construction of a new raw water supply line from the Colorado River to the City’s treatment facilities parallel to an existing raw water line within an existing easement, which the City says is necessary to support its rapid

growth and demand. The City has offered to compensate CapMetro for the temporary use of this property based upon an appraisal completed, submitted, and reviewed by CapMetro staff. The easement location overlaps with the location for CapMetro's planned construction of the North Base Demand Response facility; as part of this TCE agreement, the City has agreed to accelerate its construction schedule and reduce the duration of the TCE, so as to minimize impact on CapMetro's construction schedule.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28, 2024.

EXECUTIVE SUMMARY: The City of Pflugerville has advised CapMetro that it is installing a new raw water supply line within an existing easement. In order to construct this line, the City desires to utilize a 60-foot wide strip of vacant CapMetro land immediately adjacent to this easement. Because the proposed TCE construction period would overlap with CapMetro's planned development of the property, CapMetro staff asked the City to accelerate its construction of this phase of its project and complete the work by October 31, 2025, so that the City's construction does not impair or delay the CapMetro project. On September 24, 2024, the TCE agreement was approved by City Council. CapMetro staff and the City's staff will continue to coordinate the two projects throughout the duration of each project's construction. As consideration for CapMetro's Board approving this TCE, a Memorandum of Understanding has been executed among the parties stipulating items regarding a separate license for the City's raw water line to cross CapMetro railroad corridor new Delwau Lane, CapMetro's waiver of license fees, and City's agreement to allow CapMetro's drainage features at the Cameron Road parcel.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Real Estate

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2023-978

WHEREAS, the Capital Metropolitan Transportation Authority (CapMetro) Board of Directors and CapMetro management endeavor to partner with communities to support regional growth; and

WHEREAS, the Board and CapMetro management recognize the City of Pflugerville’s desire for a 60-foot Temporary Construction Easement to support the City of Pflugerville’s construction of a 42-inch raw water line across the northern boundary of CapMetro’s property located at 10805 Cameron Road; and

WHEREAS, the Board and CapMetro management are willing to grant the City of Pflugerville the Temporary Construction Easement so long as the City of Pflugerville’s water line project and the granting of the Temporary Construction Easement does not impair or delay CapMetro’s development of its property; and

WHEREAS, the City of Pflugerville has indicated a willingness to accelerate its construction schedule so as to not impair or delay CapMetro’s development of its property in exchange for CapMetro granting the Temporary Construction Easement.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, to finalize and execute a Settlement Agreement in Lieu of Condemnation with the City of Pflugerville to grant the City one Temporary Construction Easement across up to 1.208 acre (52,614 square feet) of the 25.00 acres of land owned by CapMetro located at 10805 Cameron Road, Austin, Travis County, Texas, in exchange for compensation to CapMetro in the amount of \$67,521; and that the President & CEO, or her designee, is authorized to finalize and execute all agreements necessary to effectuate the settlement.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1281

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute contracts with Bowman Consulting Group, LLC, Doucet & Associates, Inc., McGray & McGray Land Surveyors, Inc., and Surveying and Mapping, LLC, for Real Property Surveying services on a task order basis for a base period of three (3) years with two (2) option periods for 12 months each in an aggregate amount not to exceed \$2,955,000.

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: Real Property Surveying services are required to provide consultant surveying services to CapMetro for field surveying and associated office services for project designs, acquisition of easements, property line/boundary determinations, railroad right of way, and surveys and chain of title for encroachments into CapMetro's Railroad Right of Way. It is reasonable to expect recurring needs for Real Property Surveying services and task order contracts offer the most efficient and cost-effective option to respond to such needs.

BUSINESS CASE: The ability to respond quickly to a business need provides value to CapMetro. The funding for these services is included in the FY2025 Operating Budget.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28, 2024.

EXECUTIVE SUMMARY: CapMetro requires Real Property Surveying services to provide consultant surveying services to conduct field surveys and related office services for project designs, acquisition of easements, utilities locations, topographic surveying, location of improvements and field features, surveys and chain of title for encroachments into CapMetro's Railroad Right of Way and related documentation and any other services that are included in services normally and usually provided by a Registered Public Land Surveyor. Through these surveying services contracts, CapMetro will secure the services of professional and registered surveyors and other related surveying professionals to complete budgeted operating and capital projects during the contract term.

DBE/SBE PARTICIPATION: A 5% DBE goal was placed on this project. The contractors have committed to the following DBE goals and will be monitored during the term of the contract:

- Bowman Consulting Group Ltd - 15%
- Doucet & Associates - 5%
- McGray & McGray Land Surveyors, Inc. - 100% (DBE Firm)
- Surveying and Mapping, LLC - 5%

PROCUREMENT: On March 29, 2024 a request for Statements of Qualifications was issued and formally advertised. By the closing date of May 2, 2024, four (4) submittals were received. The evaluation team used the following factors in the evaluation of submittals:

1. Qualifications, experience, and capabilities of proposed project personnel. Personnel must be an active employee or subcontractor with verifiable work history with firm for at least 6 months and hold a valid RPLS Surveyors License.
2. Experience and demonstrated past performance of proposed project personnel on previous projects of a similar size, scope, complexity and nature. State and Federal Government Agency projects preferred.
3. The offeror's demonstrated, relevant work experience/technical background and capabilities of the firm as a whole on projects of a similar size, scope, complexity, and nature.

The submittals from Bowman Consulting Group, LLC, Doucet & Associates, Inc., McGray & McGray Land Surveyors, Inc., and Surveying and Mapping, LLC, were rated highest, all factors considered. Capital Metro negotiated and finalized pricing based on cost and market evaluation of the hourly rates, overhead and profit for similar services. The contracts are indefinite delivery, task order contracts. The term is a base period of

three (3) years from the Notice of Award, with two (2) option periods for 12 months in an amount not to exceed: \$2,955,000, for all four (4) contracts.

RESPONSIBLE DEPARTMENT: Real Estate

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1281

WHEREAS, the Capital Metropolitan Board of Directors and Capital Metro management endeavor to pursue the improvement of transportation and operational infrastructure; and

WHEREAS, the Capital Metropolitan Board of Directors and Capital Metro management recognize the need for Real Property Surveying services contracts to continue, and multiple awarded task order contracts will allow agency staff to respond those organizational needs.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors approves a resolution authorizing the President & CEO, or her designee, to finalize and execute contracts with Bowman Consulting Group, LLC, Doucet & Associates, Inc., McGray & McGray Land Surveyors, Inc., and Surveying and Mapping, LLC, for Real Property Surveying services on a task order basis for a base period of three (3) years with two (2) option periods for 12 months each in an aggregate amount not to exceed \$2,955,000.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1270

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Austin for the design and construction of a Redline double-track and multimodal improvements project along East 5th Street through which CapMetro will contribute \$14,184,000, while the City contribution will not exceed \$5,000,000.

FISCAL IMPACT:

Refer to executive summary for clarification.

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 Red Line double track and multi-modal project will enhance and serve the region through the responsible delivery of high-quality public transportation. The project will improve connectivity and foster economic activity by ensuring safe, environmentally sustainable and equitable access to public transit and surrounding services. Partnering with the City of Austin and U.S. DOT to deliver this project allows CapMetro to be fiscally responsible stewards of public funds.

BUSINESS CASE: This Red Line double tracking and multi-modal project amplifies CapMetro's ability to efficiently deliver capital projects thorough enhanced collaboration with local partners. Additionally, double tracking the Rail ROW and the associated multi-modal project will not only enhance transit service delivery and customer experience but will also improve safety for people biking, scooting, or walking along and across

the Rail ROW. The funding for this project is included in the FY 2025 capital budget and the 5-year capital improvement plan.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28, 2024.

EXECUTIVE SUMMARY: CapMetro was awarded an \$18 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant from the U.S. Department of Transportation. This grant will fund the double tracking of a portion of the CapMetro Rail Red Line near Plaza Saltillo and includes a commitment of at least \$900,000 in local matching funds from the City of Austin for multimodal improvements along East 5th Street and across the CapMetro Rail right-of-way.

This Interlocal Agreement (ILA) sets a not-to-exceed amount of \$5,000,000 for the contribution from the City of Austin and acknowledges the potential for additional, unforeseen costs during the design and construction phases, such as drainage, permitting, or utility fees. To address these uncertainties and minimize impacts on the project schedule, CapMetro and the City of Austin have agreed to collaborate closely, as outlined in the agreement, to successfully deliver the double-tracking and multimodal project in compliance with the RAISE grant requirements.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Capital Construction Engineering & Design (CCED)

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1191

WHEREAS, CapMetro has been awarded \$18 million in Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funds for double tracking the CapMetro Rail Red Line near Plaza Saltillo Station and adjacent multi-modal improvements; and

WHEREAS, to be eligible to receive the full grant funding, the City of Austin and CapMetro must complete the full proposed scope of work and contribute the necessary funds as defined in the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metro Board of Directors authorizes the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Austin for the design and construction of a Redline double-track and multimodal improvements project along East 5th Street through which CapMetro will contribute \$14,184,000, while the City contribution will not exceed \$5,000,000.

Date: _____

**Secretary of the Board
Becki Ross**

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF AUSTIN AND THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
(RAISE GRANT PROJECT WITH CITY PROJECT ELEMENTS)**

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into by and between the City of Austin, Texas, a Texas home-rule City and municipal corporation (“**City**”), and Capital Metropolitan Transportation Authority (“**CapMetro**”), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code, upon the premises and for the consideration stated herein. The City and CapMetro are referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

WHEREAS the City and CapMetro recognize that transit and urban trail investments are key to realizing the Austin Strategic Mobility Plan’s goal that 16, 5, and 4 percent of Austinites use transit, bicycles, and walking, respectively, to get to work respectively by the year 2040; and

WHEREAS, in connection with the Austin Strategic Mobility Plan, the City and CapMetro are working collaboratively to expand access to transit and increase transit capacity by offering more choices that link people, neighborhoods, opportunities, and employers; and

WHEREAS, to expand access to transit and increase transit capacity, CapMetro will design and construct a double-tracking project along the Red Line from Onion Street/Navasota Street in the west to the East Timbes control switch point in the east (Robert T.Martinez Jr. Street/Austin Wye/Mile Marker 56.68). This project will provide substantial improvements to the Red Line reliability of service; and

WHEREAS, the City has identified multimodal improvements to the infrastructure that sits within or adjacent to the double-tracking project along East 5th Street (collectively, the “**City Project Elements**” or “**CPE**”s). These CPEs include a shared-use path and on-street striping improvements along 5th Street from Chicon Street to Pedernales Street; and

WHEREAS, the proposed project was selected for a RAISE grant for up to \$18,000,000 in Federal financial assistance, including \$16,900,000 for the CapMetro Red Line double-tracking project elements and \$1,100,000 for the City Project Elements; and

WHEREAS, to be eligible to receive the full award, the City and CapMetro must complete the full proposed scope of work and contribute a minimum of \$14,184,000 in matching funds including \$13,284,000 from CapMetro for the Red Line double-tracking project elements and \$900,000 from the City for the City Project Elements; and

WHEREAS, the parties acknowledge that if the actual project costs exceed these proposed estimates or if any additional work is added to the scope beyond what has been proposed, no additional RAISE grant funds will be provided to cover these excess costs; and

WHEREAS, the parties agree that each party shall be responsible for paying its respective portion of any costs that exceed the proposed estimates or result from an expanded scope of work; and

WHEREAS, to avoid the time and costs involved with each Party designing and constructing separate projects within the same area, and to avoid having to pull up and redo completed work, the Parties agree that CapMetro will integrate into the design and construction of its double-tracking Rail Project the multimodal improvements included in the approved RAISE grant and that the City will reimburse CapMetro accordingly up to agreed-upon limits established in this Interlocal Cooperation Agreement (ILA); and

WHEREAS the Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

NOW, THEREFORE, the Parties agree as follows:

1. **Term and Termination.**

- a. The Effective Date of this Agreement is from the date that the last Party signed it ("**Effective Date**"). This Agreement commences on the Effective Date and terminates upon completion of all warranty phases and acceptance of all CPEs agreed to be completed by the Parties in accordance with this Agreement.
- b. Any Party may terminate the Agreement early by providing the other Party with at least sixty (60) days' written notice.

2. **Party Representatives.**

- a. CapMetro's Chief Executive Officer or their designee ("**CEO**") will act on behalf of CapMetro with respect to this Agreement, coordinate with the City, receive, and transmit information and instructions, and will have complete authority to interpret and define CapMetro's policies and decisions with respect to this Agreement. CapMetro will designate a CapMetro Project Manager and may designate other representatives to act on behalf of CapMetro with respect to this Agreement.
- b. The City of Austin Transportation and Public Works Department (TPW) Director ("**Director**") will act on behalf of the City with respect to this Agreement and the CPEs, coordinate with CapMetro, receive, and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the CPEs. The Director may designate one or more Project Managers and may designate other representatives to act on behalf of the City with respect to this Agreement and the CPEs.

3. **City Project Elements (CPE) Development and Schedule.**

- a. CapMetro, with collaboration and technical support from the City, will procure, contract, and manage the design of the multimodal improvements identified in the CPE Scope of Work outlined in Appendix A, attached hereto. As the multimodal projects occur within the City right-of-way (ROW), substantial collaboration may include but will not be limited to collaborative review of the scope of work; design review meetings; identifying, discussing, and solving challenging design issues; and opportunities for over-the-shoulder reviews.
- b. CapMetro will procure the construction contract for, manage and construct CPEs identified

by the Parties.

- c. The City will reimburse CapMetro for the related costs in accordance with this Agreement. Costs incurred during the design and construction phases will be included but are not limited to project management, permitting, traffic control plans, utility coordination, drainage coordination, construction management, and other project-related activities.
 - d. The Parties have developed the CPEs to be performed by CapMetro as outlined in Appendix A of this Agreement.
 - e. The CPEs will be established and prioritized by CapMetro and the City, prioritizing areas of safety, improved access to transit, and optimization of transit operations.
4. **Scope of the CPEs.** The scope of each CPE will consist of certain multimodal improvements beyond the base scope of the Double-Tracking Project design that the Parties agree to will be incorporated into the Double-Tracking Project.
5. **Responsibilities of the Parties with respect to CPEs.**
- a. CapMetro will:
 - i. As applicable, procure and manage the design and construction contract for each CPE, including (i) engineering design, drawings, plans and specifications, bid and contract documents necessary for the construction of a CPE, (ii) surveying and geotechnical engineering, (iii) construction, (iv) inspection, testing, and any required permitting and environmental assessments and clearances, (v) contract administration and project management, (vi) coordinating with the City to allow the City to inspect the construction of CPEs, and (vii) coordinating with the City to obtain the City's written acceptance of the completed CPE work (the "**Work**").
 - ii. Prepare the design, drawings, plans, and specifications of the CPEs in compliance with all applicable federal, state, and local laws, rules, and regulations. The plans and specifications for each CPE must comply with the City's design and construction standards applicable to a CPE, Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), CapMetro Transit Design Guide, CapMetro Design Criteria Manuals, AASHTO Guide for the Development of Bicycle Facilities and/or the National Association of Transportation Official's (NACTO) Residential Shared Street Guidelines unless otherwise agreed by the Parties. If there are any conflicts between the City's and CapMetro's design standards, etc., for the design, construction, and installation of infrastructure that will be owned and maintained by the City, City Design Standards prevail.
 - iii. Oversee the solicitation of its bids for the construction of the CPEs based on the approved plans and specifications if applicable.
 - iv. Be responsible for procuring all engineering design and other professional services required for the design and construction phases of the CPEs. CapMetro will select and contract professional services with the most highly qualified engineering consultant in

accordance with the requirements of Chapter 2254 of the Texas Government Code. The City's responsibility for the cost of engineering the City's Project Elements will be included in the costs described below in Section 6.

- v. Permit the City to review and provide feedback on the design and construction scope of work prior to procurement of the contractor to ensure that multimodal elements specific to the trail project are incorporated appropriately.

- vi. Require that its design engineer or other applicable engineering or design consultant take any appropriate remedial action necessary to correct any design errors, omissions, or other deficiencies in the drawings, plans, or specifications identified by the City or by CapMetro. CapMetro will ensure that its professional services agreements with its design engineer and other professionals contain terms sufficient to obligate the consultant to revise any drawings, plans, or specifications to correct design errors, omissions or deficiencies identified by CapMetro within a timely manner. Ongoing collaboration and frequent communication between the City, CapMetro, and the design engineer are essential for reaching 60/90/100% milestones. The City, CapMetro, and the design engineer will identify design challenges and develop solutions during the 30% to 60% design development, including but not limited to collaborative discussions at regular project development meetings, over-the-shoulder plan reviews, or interim design review exhibits. Design issues may be identified up to the 60% level within reason, given good faith effort to address comments and issues identified in the iterative design review process. Issues identified after the 60% level of design must be minimal in nature, i.e., require no change to the schedule of design and construction and require less than a 1% change in the total cost of the project, or cause severe safety concerns as confirmed by CapMetro's Safety and Security Certification Committee. For any change requested by the City after the 60% design phase that impacts the schedule or exceeds 1% of the total project cost, and is not a confirmed safety concern by CapMetro, the City shall incur the cost of the change to the project in the form of a change order, including but not limited to the design, project management, and schedule impacts. However, CapMetro is responsible to the federal government for compliance with the project schedule and budget as defined in the grant agreement, and all associated communication. CapMetro will review and determine if such additional scope items can be added to the project and will articulate accordingly to the City. This provision does not limit the adequate and reasonable resolution of issues by CapMetro identified by the City at the 60% review, at the 90% or 100% deliverables as necessary. These provisions also do not limit the adequate and reasonable resolution of design issues caused by unplanned requirements (e.g. drainage system requirements that were not fully understood at the 60% design.)

a. **60% Design Level ("In Progress Design Submittal")**

All design elements should appear on the drawings and in the specifications. This review point is extremely important as it represents the last time significant changes can be made to construction contract documents. At this point, the basic layout of all drawings has been completed with only final details left to be developed. All design quality-control checks must be made at this point including all design coordination with all disciplines.

- A. Advance design to resolve and integrate solutions for all identified

conflicts from the previous design phase, including in consultation with the City of Austin on Active Transportation elements.

- B. Delineate envelope and energy modeling to ensure the efficiency of structure and building systems.
- C. Delineate and calculate partial property acquisitions and necessary easements.
- D. Identify temporary right-of-way requirements for access during construction, construction storage/staging areas, slope easements, and all other property acquisition needs.
- E. Provide required site development permitting documentation for initial submission and completeness check. Transmit and respond to feedback from permit reviewers, ensuring that there is agreement regarding any required changes to the design.
- F. Provide an updated estimated construction cost based on the updated design development, including analysis of any increased costs and design suggestions for meeting the established budget.
- G. Serve as a permanent record of the development of design reflecting the basic concurrence of all parties.
- H. The 60% submittal will consist of drawings and calculations to a level sufficient to meet the purpose defined above and an updated cost estimate. Includes, but is not limited to, disposition and incorporation of 30% design review comments, and incorporation of applicable standard and directive drawings.
- I. Unless otherwise directed by CapMetro, 90% of design development may advance while CapMetro is reviewing 60% of design deliverables.

b. 90% Design (Pre-Final Design Submittal)

The purpose of this submittal is to provide an opportunity for CapMetro and the City of Austin, to evaluate the quality and review the proposed construction as shown in the Consultant's work product; and to serve as the basis for obtaining approval from the City, county, and state, and federal agencies, public and private utilities and railroads, and to provide a basis for an estimate of construction cost.

The design, including all disciplines and system safety and security considerations, shall be complete and checked, the plan must show all the details necessary for construction and must be coordinated among the various disciplines prior to submittal. Detailed checking of the set by the designer shall be completed before the pre-final submittal. Resolution of all previous design review comments must be accomplished and incorporated into the plans and specifications.

All elements included in the scope of work shall be complete.

The Consultant shall submit design documents to the authorities having jurisdiction for permit approvals at the 90% design level unless otherwise directed by CapMetro. The consultant shall complete all permit applications and pay for permit application fees which will be reimbursed by CapMetro as a direct expense.

Unless otherwise directed by CapMetro, the 100% design development may

advance while CapMetro is reviewing the 90% design deliverables.

c. **100% Design (“Final Design Submittal”)**

The purpose of the submittal is to provide complete contract documents. This submittal includes the disposition and incorporation of prefinal review comments and Development Services Department permitting. Approval of this submittal constitutes acceptance of the technical content of the bid package for construction/procurement contracts. The construction contract documents, including all drawings, specifications, reports, and calculations, must be checked, and signed by the Architect/Engineer.

- vii. Provide as-builts and other project close-out and inspection information for the CPEs, including any documentation requested by the City related to testing results.
 - viii. Provide the City with an accounting of payments for CPEs and make its records available at reasonable times to the City’s auditors.
 - ix. Timely pay contractor-submitted invoices for the CPEs based on work completed in accordance with the approved plans and specifications and in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.
 - x. Provide the following services and deliverables:
 - 1. Written responses to the City’s initial plan review comments within fourteen (14) business days of receipt from CapMetro.
 - 2. Written notice to the City of the schedule for design, advertisement for bids (if applicable), award of contract, and construction of the CPEs.
 - 3. Written notice to the City of the bid tabs for the CPEs.
 - 4. Written copy to the City of all contracts affecting the CPEs.
 - 5. A monthly itemized statement to the City of disbursements made and liabilities incurred during the preceding month relating to the City’s portion of the CPEs, including copies of invoices, statements, vouchers, or any other evidence of payment.
 - 6. Executed change orders to the City, jointly approved by both Parties, related to the CPEs.
 - 7. A copy to the City of the record drawings of the CPEs for the City’s records.
- b. The City will:
- i. Review submitted plans and specifications for the CPEs and provide any comments within two calendar weeks (10 business days) days of receipt of the initial submittal and work in good faith to resolve any outstanding issues. Issues may be identified by up to

60% of design drawings within reason. Issues identified after the 60% level of design must either be minimum in nature, i.e., require no change to the schedule of construction and require less than a 1% change in the total cost of the project, or cause severe safety concerns as confirmed by CapMetro's Safety and Security Certification Committee, given good faith effort to address comments and issues identified in the iterative design review process. For any change that impacts the schedule or exceeds 1% of the total project cost and is not a confirmed safety concern identified by CapMetro, the City shall incur the cost of the change to the project in the form of a change order, including but not limited to design, project management, and schedule impacts. This provision does not limit adequate and reasonable resolution by CapMetro of issues identified by the City at the 60%, 90%, or 100% deliverables as necessary. This provision also does not limit the adequate and reasonable resolution of design issues caused by unplanned-for requirements (e.g. drainage system requirements) that were not fully understood at the 60% design.

- ii. Review of any applicable permit applications required and work in good faith to resolve any outstanding issues within a timely manner, or within fourteen (14) business days.
- iii. Review any change order proposal and respond to CapMetro within one week (5) business days of its receipt by the City's Project Manager, with a written recommendation for its disposition or a request that the contractor provide any supporting data.
- iv. At the option and expense of the City, conduct any additional inspections or testing on the CPEs beyond the requirements of the construction contract, in coordination with CapMetro's inspectors and the Parties' Project Managers. Any additional testing required by the City must be scheduled to avoid delaying the construction of the CPEs to the maximum extent practical. The City will designate inspectors to make any such inspections, including any final inspection of the CPEs; the City's inspectors will communicate any issues to the Parties' Project Managers; CapMetro's Project Manager will then communicate those issues to its construction contractor.
- v. Report any deficiencies observed in the construction of the CPEs immediately to CapMetro's Project Manager with an additional written report within two (2) business days. Review and provide joint approval or denial of those parts of the construction contractor's application for progress and final payments that relate to CPE work by reviewing, completing, as applicable, and returning pay requests related to the CPEs within five (5) business days of receiving them from CapMetro.
- vi. Attend coordination meetings as scheduled by CapMetro's Project Manager.
- vii. Review the design of CPEs and provide comments to CapMetro at different levels of design, and complete stages within fourteen (14) calendar days of the City's receipt of CapMetro's initial informal submittal of the design documents.
- viii. Participate in the final walk-through at substantial completion of the project and provide applicable approvals of the construction of CPEs upon satisfactory completion

of construction in accordance with the construction contract documents.

- ix. As applicable, provide acceptance of the CPEs upon satisfactory completion of any applicable warranty or construction performance period.

- c. The Parties will participate in joint review meetings with representatives from all affected City and CapMetro departments to avoid and resolve conflicts in review comments. The Parties will provide a designated review team to expedite the review process for their respective portions of the CPEs. CapMetro agrees that it is the responsibility of CapMetro's design engineers and consultants to design to the applicable design standards and to participate in joint meetings when its design engineers and consultants believe those design standards cannot be met. In such meetings, CapMetro agrees that it is the responsibility of its design engineers and consultants to provide suggested solutions to the identified conflicts for discussion and that as the multimodal projects occur within the City ROW, the City, through a designee of the Director, will participate to provide advice and guidance as required to achieve a timely resolution of any conflict.

6. CPE Financial Obligations.

- a. The City hereby authorizes the obligation of local matching funds up to a maximum of \$5,000,000 for the City Project Elements. If additional local matching funds are required beyond the authorized \$5,000,000, City staff must seek and obtain authorization from the City Council for the additional funds.

CapMetro shall immediately halt all work related to the City Project Elements until the necessary additional funds are authorized and made available. The resumption of work will occur only after the City has provided written confirmation of the authorized additional funding.

The RAISE grant award includes \$1,100,000 in federal assistance and \$900,000 of the City of Austin local match for the City's portion of the project, based on the City's estimated total project cost of \$2,000,000. If, during the project, the actual costs exceed the initial estimate of \$2,000,000, the City shall be solely responsible for covering any and all additional costs incurred. The City agrees to use its own funds to pay for these additional expenses without any expectation of further federal assistance or adjustment to the grant amount.

- b. Any additional funding by either Party will require the approval of their respective governing bodies and a written amendment of this Agreement.

- c. Anticipated CPEs are set forth in Appendix A of this Agreement.

- d. CapMetro will submit (but not more frequently than monthly) to the City a written request for reimbursement for its reimbursable costs for each CPE. Each reimbursement request must designate the services or improvements (or portion thereof) to which the reimbursement pertains and must include the applicable contractor invoices and other supporting documentation for such improvements. With respect to the work of the CPEs, the City will verify and determine the total eligible cost amount for each CPE and CapMetro will certify the amount paid by CapMetro for the CPE improvements was in accordance with

the total eligible cost amount for CPE. If the City determines that the amount payable to CapMetro is the same as the amount submitted by CapMetro, the City will reimburse CapMetro within thirty (30) calendar days after the receipt of the reimbursement request. If the City determines that the amount owing to CapMetro is less than the amount submitted by CapMetro, the City will: (i) work diligently and in good faith to notify CapMetro of the discrepancy within fifteen (15) business days of CapMetro's submittal to the City; (ii) provide CapMetro with all supporting documentation upon which the discrepancy is based; and (iii) work diligently and in good faith to resolve the discrepancy within the ensuing fifteen (15) business days.

- e. Subject to the availability of funding, the City's obligations to reimburse CapMetro for work may survive the termination of this Agreement through the completion of any warranty period for any Work if the warranty period extends beyond the term of this Agreement, unless the Parties agree otherwise.
 - f. For any change orders for the CPE Work that cause the actual costs of design and construction of specific elements of CPEs to exceed CapMetro's funding, CapMetro will notify the City that CapMetro's funding will be exceeded, and the City will make its funds available to CapMetro within ninety (90) days of receipt of an acceptable invoice by the City, subject to Section 3.a. of this Agreement. Such an invoice must be accompanied by the change order request from the construction contractor, which has been recommended for approval by the Parties' Project Managers.
7. **Bond and Guarantee.** All construction contracts affecting the CPEs must include a payment and performance bond acceptable to and in favor of and benefiting the City and CapMetro for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the City and CapMetro for a period of one (1) year from the date of acceptance of the CPEs, as applicable. The City and CapMetro will be named as co-obligees on the bonds.
8. **Maintenance Responsibilities.** Unless otherwise agreed to by the Parties, the City will maintain all CPEs that are in, on, or under the City's ROW, and CapMetro will maintain all improvements located in, on, or under CapMetro-owned or operated facilities, including, but limited to, transit stops and transit stations.
9. **Default.** A Party shall be in default under the Agreement if it fails to fully, timely and faithfully perform any of its material obligations which are expressly stated in the Agreement. In the event of default, the non-defaulting party may pursue all available legal and equitable remedies, including termination of this Agreement, subject to the dispute resolution procedure set forth in Section 10 of this Agreement.
10. **Dispute Resolution.** Initial disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions below. If satisfactory resolution cannot be achieved between the representatives of the Parties within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all Parties (or if the dispute is between two Parties, both Parties) are

satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, to the extent permitted by Texas law, unless the involved Parties agree, in writing, to waive the confidentiality.

11. **Liability.** To the extent allowed by Texas law, the City and CapMetro agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions. In addition, CapMetro will endeavor to ensure each design or other professional services consultant, and each construction contractor shall be required by contract to provide worker's compensation insurance, auto liability, and general liability insurance in the standard amounts required by the City and CapMetro, and each design consultant shall also be required to provide professional liability insurance in the standard amounts required by the City and CapMetro. The City and CapMetro will be included as additional insurers on the general liability and auto insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.

12. **General Provisions.**

a. **Current Revenues.** Each Party's monetary obligations are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

b. **Right to Audit.** (A) CapMetro agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, must, upon reasonable written notice and during reasonable business hours, have access to, and the right to audit, examine, or reproduce, all records of CapMetro related to the performance under this Agreement. CapMetro must retain all such records for a period of three years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of CapMetro are resolved, whichever is longer. CapMetro agrees to refund to the City any overpayments disclosed by any such audit. (B) CapMetro must include Section A or substantially similar language in contracts entered into in connection with this Agreement. (C) The City agrees that the representatives of the CapMetro Internal Audit Department, or other authorized representatives of CapMetro, must, upon reasonable written notice and during reasonable business hours, have access to, and the right to audit, examine, or reproduce, all records of the City related to the performance under this Agreement. The City must retain all such records for a period of three years after final payment on this Agreement or until all audit and litigation matters that CapMetro has brought to the attention of the City are resolved, whichever is longer. The City agrees to refund to CapMetro any overpayments disclosed by any such audit. (D) The City must include Section C above or substantially similar language in contracts entered into in connection with this Agreement.

c. **Good Faith.** The Parties agree to always work together in good faith, meet regularly, keep each other informed as to activities of the other Parties, and maintain at all times formal representatives to serve as points of contact for communications.

d. **Alteration.** This Agreement may not be altered, amended, or modified except with written

agreement from all the Parties.

- e. Cost for Preparation. Each Party will be responsible for all costs and expenses associated with the preparation and adoption of this Agreement and future actions related thereto.
- f. Amendments. The City's Assistant City Manager and CapMetro's CEO or their designee will have the authority to negotiate and execute amendments to this Agreement without further action by the Austin City Council and CapMetro Board of Directors to the extent necessary to implement and further the clear intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement's terms and conditions or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by each Party's governing body.
- g. Counterparts. This Agreement may be executed in multiple counterparts which, taken together, will collectively constitute a single agreement. The City shall retain all counterparts and file them with the City Clerk of the City of Austin. In making proof of such Agreement, any Party may obtain certified copies of all counterparts from the City Clerk. It will not be necessary to provide original counterparts.
- h. Texas Public Information Act. It will be the responsibility of each Party to comply with provisions of Chapter 552, Texas Government Code ("Texas Public Information Act"), and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any other action under the Texas Public Information Act on behalf of the other Party. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this section survive the termination or expiration of this Agreement.
- i. Government Immunity. By execution of this Agreement, neither Party waives nor relinquishes any immunity rights available to it by law except as otherwise stipulated by applicable laws.
- j. Venue and Applicable Law. This Agreement will be performed and enforced in Travis County, Texas, and will be construed in accordance with the laws of the State of Texas and the United States of America. The venue, with respect to all disputes, resides with the county or district courts of Travis County, Texas. All rules, regulations, and other requirements imposed by local, state, or federal law apply to the performance of the Parties under this Agreement.
- k. Force Majeure. In the event that the performance by the City or CapMetro of any of its obligations or undertakings hereunder shall be interrupted, delayed or prevented by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil corruption, sovereign conduct, strikes, riot, insurrection war, terrorism, weather, governmental action or inaction, inability to procure materials or labor, unavailability of utility service, public health emergency, pandemic or epidemic, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

- i. Notice. Formal notices, demands and communications between the Parties will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, or sent by electronic mail transmission (including PDF) with confirmation or acknowledgment of receipt by the designated recipient (which confirmation or acknowledgment may be indicated by a response to the electronic mail transmission), to the addresses of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

CITY: Richard Mendoza, P.E., Director
City of Austin Transportation and Public Works
Department (TPW)
3701 Lake Austin Boulevard
Austin, Texas 78703

WITH COPY TO: City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

CAPMETRO: Dottie Watkins
President & Chief Executive Officer
CapMetro
2910 E. 5th St.
Austin, Texas 78702

WITH COPY TO: Chief Counsel
CapMetro
2910 E. 5th St.
Austin, Texas 78702

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused), in the case of certified mail two (2) business days following deposit of such instrument in the United States Mail or, in the case of electronic mail, the date when received and acknowledged by the intended recipient.

- m. Severability. Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision. Any provision that is held to be void, voidable, or for any reason whatsoever of no force or effect, shall be construed as severable from the remainder of this Agreement and shall not affect the validity of any other provisions of this Agreement, which shall remain in full force and effect.
- n. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- o. Number and Gender Defined. As used in this Agreement, whenever the context so indicates,

the masculine, feminine, or neuter gender and the singular or plural number must each be deemed to include the others.

- p. Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the scope and purpose of it. Any other agreement, statement, or promise related to its scope and purpose that is not contained in this Agreement shall not be binding except by subsequent written amendment to this Agreement signed by the Parties. The Recitals contained in this Agreement are incorporated herein for all purposes.
- q. Other Instruments. The Parties covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- r. Invalid Provision. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective must not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

CITY OF AUSTIN, TEXAS

By: _____
Robert Goode
Assistant City Manager

Date: _____

Approved as to form:

Veronica Ocanas
Assistant City Attorney

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Dottie Watkins
President & CEO

Date: _____

Approved as to form:

Ayeola Williams
CapMetro Deputy Counsel

Appendix A CPE Scope of Work for 5th Street Multi-Modal Improvements

Overall Goal: Design and construct a shared-use path, multi-modal crossings, multi-modal intersections, a shared street, associated lighting and landscape architecture needed to support the project elements outlined below and provided to the public in August of 2023.

Below is a summary of proposed multi-modal improvements for each segment of the project based upon 30% design and associated public engagement. The improvements below represent the trail portion of the RAISE grant scope and are not part of the Double Tracking Project. Therefore, the design, construction, project management, permitting, and other related costs will be invoiced to the City of Austin as associated CPEs.

Navasota Street to Chicon Street

The highlighted orange section below represents the limits of Urban Trail/Shared Use Path



- Narrow E. 5th and convert to one-way westbound motor vehicle traffic.
- Repave E. 5th St.
- Continuous sidewalks on E 5th St.
- Crossing improvements (initial community engagement revealed interest from the public in incorporating trees, shade, and green elements).
- Intersection safety improvements at Navasota St. & Comal St.
- New raised crossing at Onion St.
- Evaluate a potential new pedestrian crossing at Chalmers Paseo
- Trail crossing islands at Chicon St.
- Any necessary drainage work to meet Austin City Code and Drainage Criteria Manual Requirements.

Chicon Street to Robert T. Martinez Jr. Street

The highlighted yellow section below represents the limits of the Urban Trail/Shared Use Path



- Narrow E. 5th St. and convert to one-way eastbound motor vehicle traffic.
- Repave E. 5th St.
- Potential parking modifications on E. 5th St.
- Continuous trail on the south side of the tracks.
- Crossing improvements.
- Trail crossing the island and raised crossings at Robert T Martinez Jr. St.
- Any necessary drainage work to meet Austin City Code and Drainage Criteria Manual Criteria Manual Requirements.

Appendix B Federal Clauses

The City and its contractors will comply with the applicable federal contracting requirements set forth in this exhibit in providing services under this Agreement and all federally assisted contracts resulting from this Agreement. To the extent applicable, these provisions supersede and take precedence over any other clause or provision contained within this Agreement that may be in conflict therewith. For purposes of this Agreement, the term "Subrecipient" shall include the City of Austin and its contractors. Subrecipient shall require that its lower-tier subrecipients, its contractors, and their lower-tier subcontractors comply with these terms and conditions. Subrecipient shall include all terms of this Appendix in every lower-tier subaward and include all appropriate terms of this Appendix in every contract.

Article 1. NONDISCRIMINATION

Subrecipient and its contractors and any subcontractors must not discriminate based on race, color, national origin, or sex in the performance of any U.S. Federal Transit Administration (FTA) or U.S. Department of Transportation (DOT)-assisted sub agreement and the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The subrecipient and its contractors and any subcontractors must take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted sub-agreements. Failure by Subrecipient and any of its third-party contractors or third-party subcontractors to carry out these requirements is a material breach of this Agreement. The following remedies, or such other remedy as CapMetro deems appropriate, include, but are not limited to: (1) withholding monthly or other periodic progress payment; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying Subrecipient from future bidding or subawards as non-responsible.

Subrecipient will require all contractors, subcontractors, sub-consultants, and suppliers related to this Agreement to comply with the provisions of this Section, and any other provisions so designated within this contract, by inserting those requirements in any written contract agreements executed between Subrecipient and other related parties using DOT funds.

Article 2. CIVIL RIGHTS

During the performance of this Agreement, the Subrecipient for itself, its assignees and successors in interest (herein-after referred to as the "Subrecipient "), agrees to comply with the following requirements:

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive

Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against individuals based on disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (e) Information and Reports. The Subrecipient shall provide all information and reports required by the regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information, the Subrecipient shall so certify to the Authority, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (f) Sanctions for Noncompliance. In the event of the Subrecipient's noncompliance with the provisions of this Agreement, the Authority shall impose such Agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to the Subrecipient under the Agreement until the Subrecipient complies; and/or
 - (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- (g) Assurances. Subrecipient shall not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third-party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26. Subrecipient and each of its subcontractors must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub agreements, third party contracts, and

third-party subcontracts, as applicable. Failure by the Subrecipient or its subcontractors to carry out the requirements of this Subsection (g) is a material breach of this Agreement. The following remedies, or such other remedy as the Subrecipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient or, if applicable, its subcontractor from bidding as non-responsible.

- (h) Incorporation of Provisions. The Subrecipient shall include the provisions of paragraph (a) through (g) of this clause in every subcontract, including subcontracts for materials and leases of equipment, unless exempt by the applicable law or regulations, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any subcontract or procurement as the Authority or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance: provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Subrecipient may request the Authority, and, in addition, the United States to enter into such litigation to protect the interests of the Authority and the United States.
- (i) The Subrecipient agrees to comply with the anti-discrimination provisions of any other federal law.
- (j) The Subrecipient shall compile and submit to CapMetro a list of complaints, investigations, or lawsuits relating to its compliance with the foregoing laws and regulations upon request.

Article 3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION

- (a) Overtime Requirements. Subrecipient and contractors or subcontractors contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (b) Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) above, Subrecipient, contractor, and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient, contractor and subcontractor shall be liable to the United States (in the case of work done under the Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) above, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) above.
- (c) Withholding for Unpaid and Liquidated Damages. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient, contractor or subcontractor under any such contract or any other federal contract with the same entity, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same entity, such sums as may be

determined to be necessary to satisfy any liabilities of such Subrecipient, contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payroll and Basic Records.

- (1) Payroll Records. The Subrecipient, contractor or subcontractor shall maintain payroll records during the course of the Project and shall preserve them for a period of three (3) years from the completion of the Project Term for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 C.F.R. § 5.5(a)(3) implementing the Davis-Bacon Act.
- (2) Inspection. The records to be maintained under paragraph (d) (1) of this clause shall be made available by the Subrecipient, contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Authority, the FTA, or the Department of Labor. The Subrecipient, contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.
- (3) Subcontracts. The Subrecipient, contractor or subcontractor shall insert in any lower-tier subawards, contracts or subcontracts the provisions set forth in paragraphs (a) through (d) above, and a provision requiring the lower-tier entity to include these clauses in any lower-tier subawards, contracts, or subcontracts. The Subrecipient shall be responsible for compliance by any lower-tier subrecipient, contractor, subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) above.

Article 4. LABOR PROTECTION PROVISIONS

The Subrecipient will abide by the labor provisions set forth in this Attachment D-1. In addition, the Subrecipient will comply with any of the labor protection provisions as listed below for the protection of employees in the mass passenger transportation industry in the Project.

- A. The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the Project.
- B. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued.
- C. The Subrecipient shall be financially responsible for any deprivation of employment or other worsening of employment position because of the Project.
- D. In the event an employee is terminated or laid off as a result of the Project, he or she shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become qualified. In the event training is required by such employment or reemployment, the Subrecipient shall provide for such training or retraining at no cost to the employee.
- E. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the Project, including

any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges, and benefits as specified in the employee protective arrangement certified by the Secretary of Labor. An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the Project" as used herein shall include events occurring in anticipation of, during, and after the Project.

- F. In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Subrecipient, the employees, or their representatives, may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions.
- G. The Subrecipient agrees that any controversy respecting the Project's effects upon employees, the interpretation or application of these conditions, and the disposition of any claim arising hereunder may be submitted by any party to the dispute, including the employees or their representative for determination by the Secretary of Labor or other applicable dispute resolution procedure.
- H. The Subrecipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary for the making of the decisions called for in the preceding paragraph.
- I. The Subrecipient will post, in a prominent and accessible place, a notice stating that the Subrecipient is a recipient of federal assistance under the Federal Transit Act, as amended from time to time, and has agreed to comply with the provisions of 49 U.S.C. § 5333(b). The notice shall also specify the terms and conditions set forth herein for the protection of employees.

Article 5. CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Subrecipient for itself, its assignees and successors in interest agrees as follows:

- (a) Compliance with Regulations. Subrecipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (b) Nondiscrimination. Subrecipient, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, religion, age, sex, or national origin in the selection and retention of lower tier subrecipients or contractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitations for Contracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Subrecipient for work to be performed under a contract, including procurements of materials or leases of equipment, each potential contractor or supplier shall be notified by Subrecipient of Subrecipient's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- (d) Information and Reports. Subrecipient shall provide all information and reports required by the

Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Subrecipient shall so certify to the Authority, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Subrecipient under Agreement until Subrecipient complies; and/or
- (2) Cancellation, termination or suspension of the Agreement, in whole or in part.

(f) Incorporation of Provisions. Subrecipient shall include the provisions of paragraph (a) through (f) of this clause in every subaward and contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Subrecipient shall take such action with respect to any subaward or contract or procurement as the Authority or FTA may direct as a means of enforcing such revisions including sanctions for noncompliance: provided, however, that in the event Subrecipient becomes involved in, or is threatened with, litigation with a lower-tier subrecipient, contractor or supplier as a result of such direction, Subrecipient may request the Authority, and, in addition, the United States to enter into such litigation to protect the interests of the Authority and the United States.

Article 6. SINGLE AUDIT REPORT

The Subrecipient shall comply with the requirements of the U.S. Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2. C.F.R. Part 200 Subpart F, including requirements related to single audits, and shall comply with any related regulations required by DOT. If Subrecipient expends \$750,000 or more in federal awards during the Subrecipient's fiscal year, Subrecipient must submit a Single Audit Report and Management Letter (if applicable) to CapMetro, along with any audit findings relevant to Subrecipient's use of FTA funds, and a statement that clearly states the expected action of Subrecipient to repay any disallowed costs, make financial adjustment, or take other action. CapMetro may impose conditions on further funding based on such audit findings. In the event Subrecipient fails to obtain the audits or provide the documents as required by this Agreement, or the inability or unwillingness of Subrecipient to have a required audit as stipulated by this Agreement and the regulations, CapMetro may, in addition to remedies outlined in 2 C.F.R. § 200.339:

- (a) Withhold reimbursements of a percentage of the grant funds until the audit(s) is completed, or the documents are provided.
- (b) Withhold reimbursement of any disallowed overhead costs.
- (c) Suspend or condition further grant funding awards or reimbursements until the audit(s) is completed; or,
- (d) Terminate the Agreement.

If Subrecipient's federal-award expenditures are less than \$750,000 during the Subrecipient's fiscal

year, Subrecipient must submit a statement to CapMetro's Finance Department as follows: "We did not meet the \$750,000 expenditure threshold set by federal law and therefore are not required to have a single audit performed for FY _____, under 2 C.F.R. Part 200 Subpart F and has not and will not have any such audit." For each year the Project remains open for federal funding expenditures, the Subrecipient will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the term of this Agreement unless otherwise amended or the Project has formally closed, and no expenses have been incurred within the current fiscal year.

Article 7. STANDARDS FOR FINANCIAL ADMINISTRATION

The Subrecipient's standards for financial administration must conform to the requirements of 2 C.F.R. § 200.302 and § 200.303.

Article 8. PROCUREMENT STANDARDS

The Subrecipient shall use its previously developed or shall develop documented procurement procedures that reflect applicable state and local (and, if applicable, Tribal) laws and regulations, provided that the procurement procedures and requirements conform with applicable Federal law and the standards in 2 C.F.R. § 200.318 through § 200.327, including, but not limited to, standards for competitive procurements; methods of procurement; contracting with small and minority firms, women's business enterprise and labor surplus area firms; contract cost and price; awarding agency review; and insurance and bonding. The Subrecipient's procurement system must include, but not be limited to, the following procurement standards:

- A. Procurement procedures must promote full and open competition while conforming to the applicable federal, state and local laws and regulations.
- B. A contract administration system that ensures that the contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. A written code of standards of conduct governing the performance of employees engaged in the award and administration of contracts under this Agreement. No employee, officer, board member, or agent of the Subrecipient shall participate in selection or in the award or administration of a contract supported by state or federal funds if there is a conflict of interest, real or apparent.
- D. A process for review of proposed procurements to avoid purchase of unnecessary or duplicative items.
- E. Use of state and local intergovernmental agreements for procurement or use of common goods and services to foster greater economy and efficiency.
- F. Use of value engineering clauses in contracts for construction projects.
- G. A mechanism to make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the contract. The mechanism should provide assurances regarding the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.
- H. Records sufficient to detail the significant history of procurement, including rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- I. Limited use of time and materials contracts and additional oversight for such contracts.

- J. Mechanisms that use good administrative practices and sound business judgment to settle contractual and administrative issues arising out of procurements made in accordance with this Agreement.
- K. Protest procedures to handle and resolve disputes relating to procurements. The protest procedure should provide a way to promptly disclose information regarding a protest to CapMetro.
- L. If equipment or real property is transferred to Subrecipient, that equipment or real property shall be owned and operated in accordance with the same rules and regulations governing the ownership and operation of equipment or real property acquired with financial assistance from FTA.
- M. The equipment and program provisions survive the termination or expiration of this Agreement.

Article 9. PROPERTY MANAGEMENT

CapMetro must agree to the award of all purchase orders for non-expendable personal property as defined in 2 C.F.R. § 200.313 and § 200.314. The acquisition, use, and disposition of real property must comply with 2 C.F.R. § 200.311.

Article 10. EQUIPMENT MANAGEMENT

- A. Subrecipient’s Equipment Management standards shall include, but not be limited to the following:
 - 1. Maintaining equipment records that include: a description of the equipment; a serial number or other identification number; the source of funding for the equipment (including the Federal Award Identification Number); who holds title; the acquisition date and cost of the equipment; percentage of federal participation in the project costs for the Federal award under which the equipment was acquired; the location, use and condition of the equipment; maintenance history for each vehicle or item of equipment; and ultimate disposition data including the date of disposal and sale price.
 - 2. Conducting a physical inventory of FTA-funded equipment at least once every two (2) years and reconciling the inventory with equipment records described in the preceding paragraph.
 - 3. Developing a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be immediately reported to CapMetro and investigated by Subrecipient to determine the reason for the loss, damage, or theft conditions.
 - 4. Developing and following procedures to keep the FTA-funded equipment maintained and in good condition. At a minimum, the Subrecipient shall follow the vehicle maintenance schedule recommended by the manufacturer, showing the date the maintenance was performed. Maintenance records shall be provided to CapMetro upon request.
 - 5. Requesting disposition instructions and approval from CapMetro, and if authorized to sell the equipment, using proper sales procedures to ensure the highest possible return.
- B. The Subrecipient will comply with FTA Circular 5010.1E, *Award Management Requirements* and 2 C.F.R. Part 200, to protect the public investment in real property and equipment purchased in whole or in part with state or federal funds.
- C. If FTA-funded Project equipment is not used in the proper manner or is withdrawn from public transportation services, the Subrecipient shall immediately notify CapMetro. CapMetro

reserves the right to direct the sale or transfer of property acquired under this Agreement upon determination by CapMetro that said property has not been fully or properly used upon termination of this Agreement, or as otherwise allowed by applicable rules and regulations.

- D. All vehicles purchased under this Agreement shall comply with the Motor Vehicle Safety Standards established by DOT and state law.
- E. Irrespective of coverage by insurance, unless otherwise approved in writing by CapMetro, in the event of loss or damage to Project property, whether by casualty or fire, the fair market value will be the value of the property immediately before the casualty or fire.
- F. The Subrecipient shall notify CapMetro immediately of theft, wreck, vandalism, damage or other destruction of Project-related facilities or equipment.

Article 11. DRUG-FREE WORK-PLACE REQUIREMENTS

Subrecipient certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, 41 U.S.C. § 8103, *et. seq.*, 49 C.F.R. Part 32, 2 C.F.R. Part 182.

Subrecipient certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about—
 1. The dangers of drug abuse in the workplace.
 2. The Subrecipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a) above.
4. Notifying the employee in the statement required by paragraph (a), above, that as a condition of employment under the Agreement, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying CapMetro within ten (10) calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 and Americans With Disabilities Act of 1990, as amended; or
 2. Requiring such employees to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

To the extent applicable, Subrecipient also agrees to establish and implement a drug and alcohol testing program that complies with 49 U.S.C. § 5331, 49 C.F.R. Part 655, and 49 C.F.R. Part 40, produce any documentation necessary to establish its compliance with such requirements, and permit any authorized representative of the DOT or its operating administrations, any state oversight agency, and/or the Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The subrecipient agrees further to certify annually its compliance with Part 655 before (*insert date*) and to submit the Management Information System (MIS) reports before (*insert date*) to the Authority. To certify compliance Subrecipient shall use the "Alcohol and Controlled Substances Testing" certification in the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements," which is published annually in the Federal Register.

Article 12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- (a) It is the policy of the Authority and DOT that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 and CapMetro's DBE program requirements apply to this Agreement and all contracts awarded under this Agreement.
- (b) It is the policy of CapMetro to give DBE firms the opportunity to compete fairly for contracts and subcontracts. Accordingly, Subrecipient must follow CapMetro's approved DBE Program which can be found at: <https://www.capmetro.org> and all contractors are required to follow CapMetro's DBE program. This requirement must be included in any subaward, or contract related to the grant of funds hereunder. (c) CapMetro has established a DBE goal of twenty percent (20%) annually. The objective is to seek to award 20% of its annual contracts to DBE firms. Subrecipient and any contractor(s) will strive to meet the annual DBE goal set by CapMetro by offering DBEs the opportunity to compete fairly for contracts and subcontracts. DBE participation shall be reported monthly, including payments and awards made to DBE-certified firms. CapMetro shall have the right to monitor and audit Subrecipient's DBE program and program records to ensure compliance with this provision.
- (d) These requirements shall be included in any contract related to the Project.
- (e) Failure to carry out the requirements set forth above shall constitute a material breach of this Agreement and may result in termination of the Agreement by CapMetro or other such other remedy as CapMetro deems appropriate.

Article 13. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

Article 14. BUY AMERICA

This Agreement is subject to the Buy America provisions of the Surface Transportation Assistance Act of 1982, as amended ("Buy America Act"), and the FTA's implementing regulations found at 49 C.F.R. Part 661. The Subrecipient agrees to comply with the Buy America Act and implement regulations. The provisions of that Act and its implementing regulations are hereby incorporated by reference into this Agreement. The Subrecipient shall ensure that all relevant provisions of the Buy America Act and its implementing regulations are incorporated into every applicable sub-award, contract, and subcontract, and ensure that they are included in procurements of more than \$150,000.

Article 15. TITLE VI PROGRAM

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin for the programs and activities receiving Federal financial assistance. In accordance with the requirements of Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, and its implementing regulations, the Subrecipient shall adopt and submit to CapMetro a Title VI Civil Rights Program (Title VI Program) that complies with the requirements set forth in FTA Circular 4702.1B. CapMetro shall have the right to monitor and audit Subrecipient's Title VI program and program records to ensure compliance with this provision. The below provides a high-level overview of some of the program requirements, but it does not replace the requirements set forth in the statute, regulations, and circular.

- A. The Subrecipient must provide CapMetro with a certificate and assurance of its compliance with Title VI on an annual basis. The Subrecipient is responsible for providing CapMetro evidence of approval of its Title VI Program by its governing body.
- B. The Subrecipient must adopt procedures relating to how members of the public may file a Title VI complaint and make the procedures available to the public and CapMetro upon request.
- C. The Subrecipient must post a notice that the Subrecipient complies with Title VI and the procedures for the public to request additional information on the Subrecipient's Title VI obligations and the procedures that members of the public should follow to file discrimination complaints against the Subrecipient. The Subrecipient shall post the notice on its website and prominently display it in its facilities and if providing transportation services, in its vehicles and/or stations or stops.
- D. The Subrecipient shall compile and maintain a list of complaints, investigations, or lawsuits alleging discrimination based on race, color, or national origin and submit such a list to CapMetro upon request.
- E. If the Subrecipient has transit-related non-elected planning boards, advisory councils, or committees, or similar bodies (Committees), the membership of which is selected by the Subrecipient, the Subrecipient must provide a table depicting the membership of those Committees broken down by race, and a description of efforts made to encourage the participation of minorities on such Committees. The Subrecipient must submit all the above information to CapMetro on a schedule requested by CapMetro.
- F. The Subrecipient shall adopt a plan to provide meaningful access to benefits, services,

information, and other important portions of the Subrecipient's programs and activities for persons with limited English proficiency (LEP Plan), based on DOT guidance or a copy of the alternative framework for providing access to activities and programs which shall include the identification and distribution of persons with limited English proficiency as well as guidance for assistance for language assistance measures.

- G. The Subrecipient shall adopt a public participation strategy that offers early and continuous opportunities for minority populations to be involved with transportation decisions. Such outreach efforts shall include community-based organizations serving minority and/or low-income populations through meetings and other means of communication.
- H. The Subrecipient shall comply with other requirements as CapMetro may request from time to time.

Article 16. SUSPENSION AND DEBARMENT

The Subrecipient certifies that the Subrecipient and its principals are not debarred, suspended or otherwise excluded from or ineligible for participation in any "covered transaction" as defined in 2 C.F.R. §§ 180.220 and 1200.220. The Subrecipient further certifies that it will not do business with any party that is or has a principal that is debarred, suspended or otherwise excluded from or ineligible for participation in any "covered transaction." The Subrecipient must verify that each lower tier subrecipient and contractor with which it does business (and their principals as defined in 2 C.F.R § 180.995) is not debarred, suspended or otherwise excluded from participating in a "covered transaction," and the Subrecipient shall maintain documentation of verification of compliance. The verification may be accomplished by (1) checking the System for Award Management (SAM) maintained by the U.S. General Services Administration (GSA) and available at <https://www.sam.gov>, or (2) collecting a certification from the entity, and when requested by CapMetro, furnishing a copy of such certification.

Article 17. MAINTENANCE OF AND AUDIT AND INSPECTION OF RECORDS

- (a) Subrecipient shall maintain complete and readily accessible records and shall permit the Authority, the DOT, and the Comptroller General of the United States or any of their duly authorized representatives' access to and the right to examine any directly pertinent books, documents, papers, and records of Subrecipient, involving transactions related to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Such access requires the Subrecipient to provide timely and reasonable access for the purpose of interview and discussion related to such documents.
- (b) Subrecipient agrees to comply with the record-retention requirements in 2 C.F.R. § 200.334 (previously 2 C.F.R. § 200.333). Under such requirements, the Subrecipient shall maintain all books, documents, papers, and records required under the Agreement for a period of at least three years after the date of termination or expiration of the Agreement, or the disposition of all litigation, appeals, claims, or exceptions related to the Agreement (whichever is later). The rights of access in this clause are not limited to the required retention period(s) but last as long as the records are retained. Subrecipient further agrees to otherwise comply with 49 U.S.C. § 5325(g) and federal-access-to-records requirements set forth in the applicable DOT Common Rules.
- (b) Subrecipient further agrees to include in all subawards and contracts a clause that requires the lower tier subrecipient or contractor:
 - (i) To maintain complete and readily accessible records and to permit the Authority, the

DOT, and the Comptroller General of the United States or any of their duly authorized representatives' access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the lower-tier subaward or contract, for the purpose of making audit, examination, excerpts and transcriptions. The clause shall also require Subrecipient to provide timely and reasonable access for the purpose of interview and discussion related to such documents.

(ii) To comply with the record-retention requirements in 2 C.F.R. § 200.334 (previously 2 C.F.R. § 200.333). Under such requirements, lower-tier subrecipients and contractors shall maintain all books, documents, papers, and records required under the Agreement for a period of at least three years after the date of termination or expiration of the Agreement, or the disposition of all litigation, appeals, claims, or exceptions related to this Agreement (whichever is later). The clause shall note that the rights of access in the clause are not limited to the required retention period(s) but last as long as the records are retained.

(iii) Flow down these requirements to lower tier subrecipients or contractors.

Article 18. RESTRICTIONS ON LOBBYING

This provision applies if the Agreement exceeds \$100,000. Subrecipient shall timely comply with the requirements of the lobbying restrictions set forth in 31 U.S.C. § 1352, as implemented by the DOT in 49 C.F.R. Part 20, and other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, as those authorities may be hereafter amended, and shall make all disclosures and certifications as required by law. The subrecipient must submit to the Authority with its executed copy of this Agreement an executed copy of the *Certification Regarding Lobbying* attached to this Agreement as Attachment F-1. Subrecipient certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Subrecipient also certifies that Subrecipient will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL, "Disclosure Form to Report Lobbying" to the Authority. The requirements of this provision shall be included in all subawards and contracts exceeding \$100,000.

Article 19. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES

Subrecipient shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq.; Federal Transit law, specifically 49 U.S.C. § 5332; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. App. 1612; and the following regulations and any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37.
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27.

- (3) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. Part 39.
- (4) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35.
- (5) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36.
- (6) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.
- (7) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.
- (8) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.
- (9) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38.
- (10) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.
- (11) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- (12) Other Federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

Article 20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA-assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Subrecipient, to the extent the Federal Government deems appropriate.
- (c) Subrecipient agrees to include the above two clauses in each subaward, and contract associated with this contract. It is further agreed that the clauses shall not be modified, except to identify the party who will be subject to the provisions.

Article 21. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (a) Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.
- (b) Subrecipient agrees to include the above clause in each subaward, or contract associated with this Agreement. The clause shall not be modified, except to identify the lower tier subrecipient or contractor who will be subject to its provisions.

Article 22. FEDERAL CHANGES

- (a) Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in CapMetro’s Master Agreement with the FTA as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient’s failure to so comply shall constitute a material breach of this Agreement.
- (b) Subrecipient is advised that federal requirements applicable to this Agreement as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this Agreement. Any such changes shall also apply to this Agreement and subawards, contracts, and subcontracts awarded under the Agreement.

Article 23. RECYCLED PRODUCTS

Subrecipient agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, including but not limited to the regulatory provisions of 40 C.F.R Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

Article 24. DAVIS BACON ACT FOR PUBLIC WORKS PROJECT

(40 U.S.C. § 3141-3148, as amended by Public Law 109-284)

(The language in this clause is mandated under the DOL regulations at 29 C.F.R. § 5.5)

If the Agreement is in excess of \$2,000 and the Subrecipient’s work will include construction, alteration, and/or repair of a public building or work, this clause will apply to the Subrecipient, and the Subrecipient is a “contractor” for purposes of this clause. If the Subrecipient will contract for construction, alteration and/or repair of a public building or work, the Subrecipient shall ensure that this clause is included in the contract and each lower-tier subcontract.

(a) Minimum Wages. (1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such

laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(i) The Authority shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The Authority shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Authority agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Authority to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Authority or will notify the Authority within the 30-day period that additional time is necessary.

(iii) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Authority do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Authority shall refer the questions, including the views of all interested Parties and the recommendation of the Authority, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Authority or will notify the Authority within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(b) Withholding. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and

subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Authority for transmission to the FTA, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Authority.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 C.F.R. § 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 C.F.R. § 5.5 (a)(3)(i) and that such information is correct and complete.

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions set forth in Regulations, 29 C.F.R. Part 3.

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. § 5.5 (a)(3)(ii)(B).

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(i) The contractor or subcontractor shall make the records required under 29 C.F.R. § 5.5 (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) Apprentices and Trainees (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed

as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. Part 30.

(e) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated by reference in this contract.

(f) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses

contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 C.F.R § 5.5.

(g) Contract Termination: Debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) Compliance with Davis-Bacon and Related Act Requirements. All the rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

CapMetro

RAISE Grant
Redline Double Track Project

City of Austin
Interlocal Agreement

Board
Operations, Planning and Safety Committee
Meeting

October 16, 2024

Redline Double Track Project – Onion St. to Austin Wye, Plaza Saltillo Platforms and Bike Trail

OVERVIEW:

- Double Track from Onion to Austin Wye (Including wayside signalization & PTC Mod.)-0.70 miles
- Railroad crossings – 4 (Onion, Comal, Chicon, Robert T. Martinez)
- Plaza Saltillo Station Side Platforms (North & South) – Length 280 feet each.
- Reconfiguration of 5th Street between Navasota and Chicon – One way WB.
- Sidewalk & Shared Use Path – Onion to Robert T. Martinez. – 0.70 Miles



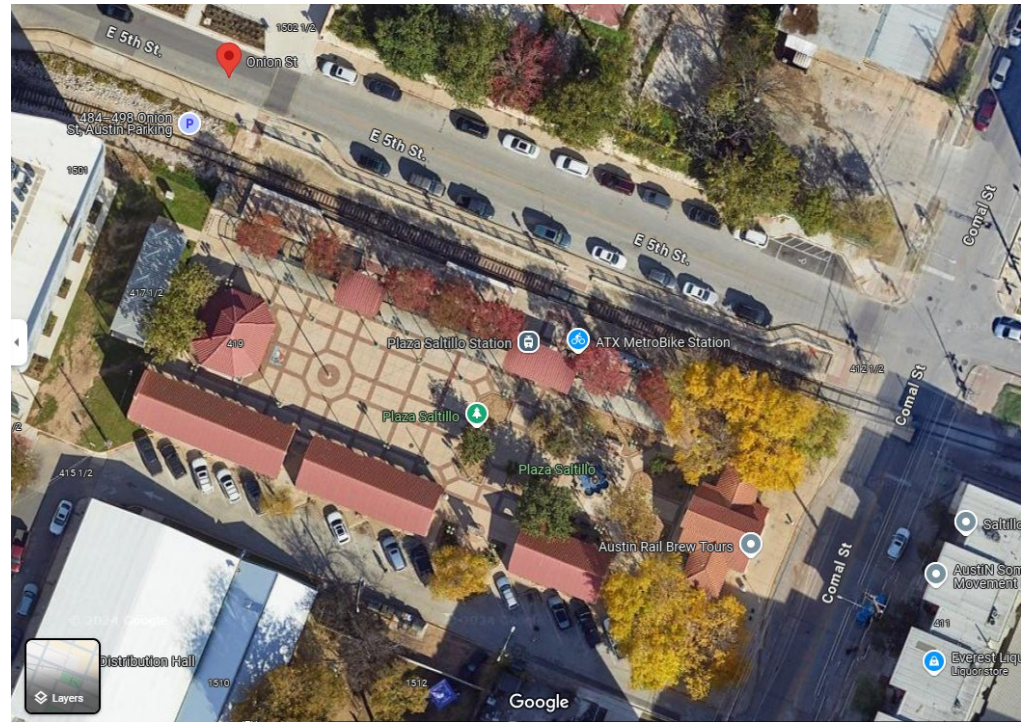
E. Timbes – Austin Wye

CapMetro

2

Redline RAISE Grant

- Redline Double Track Project
 - Budget: \$32,184,000
- RAISE Grant: \$18 million (56%)
 - Local Share: \$14.184 million (44%)
 - CapMetro share: \$13.284 million
 - City share: \$0.9 million
- Project
 - Design completion (2025)
 - Construction (2026 – 2028)



ILA Terms



RAISE grant includes \$16,900,000 for the CapMetro Red Line double-tracking project elements and \$1,100,000 for the City Project Elements.



If the actual project costs exceed the proposed estimates or if any additional work is added to the scope beyond what has been proposed, no additional RAISE grant funds will be provided to cover these excess costs.



Each party shall be responsible for paying its respective portion of any costs that exceed the proposed estimates or result from an expanded scope of work.



To save time and costs, CapMetro will integrate the RAISE grant multi-modal improvements into its double-tracking Rail project, and the City will reimburse CapMetro up to the agreed limits of the ILA.

CapMetro

Thank you!

Board of Directors

Item #: AI-2024-1137

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute the granting of an electric utility easement to the City of Austin on CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas 78747, for the purpose of placing, constructing, reconstructing, installing, operating, repairing, maintaining, inspecting, replacing, upgrading or removing electric distribution and electric telecommunications lines and systems to serve the battery electric bus charging infrastructure as set forth in the easement, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the facilities/improvements.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

- 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 conveyance will provide CapMetro infrastructure capabilities for Battery Electric Bus Charging Infrastructure at the Goodnight Ranch Park and Ride at 2401 East Slaughter Lane which supports sustainable regional growth in response to customer needs. This easement is required for the successful completion of the Federal Transit Administration Small Starts Grant funded, Project Connect, Pleasant Valley Bus Rapid Transit Line.

BUSINESS CASE: Conveyance of the electrical easement to the City of Austin will allow electrical power to

serve Battery Electric Busses Charging Infrastructure at 2401 East Slaughter Lane. Through the establishment of this easement, Austin Energy will extend electric service to the bus charging infrastructure. This easement will be provided to the City of Austin at no cost.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28, 2024.

EXECUTIVE SUMMARY: CapMetro desires to convey an electric utility easement to the City of Austin, which will enable Austin Energy to serve the Battery Electric Bus Charging Infrastructure at the Goodnight Ranch Park and Ride at 2401 East Slaughter Lane. The bus charging at the Goodnight Ranch Park and Ride is part of the implementation of Project Connect and an essential part of addressing the transportation and mobility needs of the Austin community, thereby increasing people's access to jobs, services, and entertainment in a reliable, safe, and convenient manner.

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

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

CapMetro procedure requires Board approval before CapMetro grants an easement across its property. This easement will only be conveyed after the agency has completed the acquisition of the property.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1137

WHEREAS, the Capital Metropolitan Transportation Authority is responsible for executing the CapMetro Rapid Pleasant Valley Bus Rapid Transit Line and the Goodnight Ranch Park and Ride that are part of Project Connect; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or her designee, to finalize and execute the granting of an electric utility easement to the City of Austin on CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas 78747, for the purpose of placing, constructing, reconstructing, installing, operating, repairing, maintaining, inspecting, replacing, upgrading or removing electric distribution and electric telecommunications lines and systems to serve the battery electric bus charging infrastructure as set forth in the easement, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the facilities/improvements.

Date: _____

**Secretary of the Board
Becki Ross**

CapMetro

Goodnight Ranch Park & Ride Easements

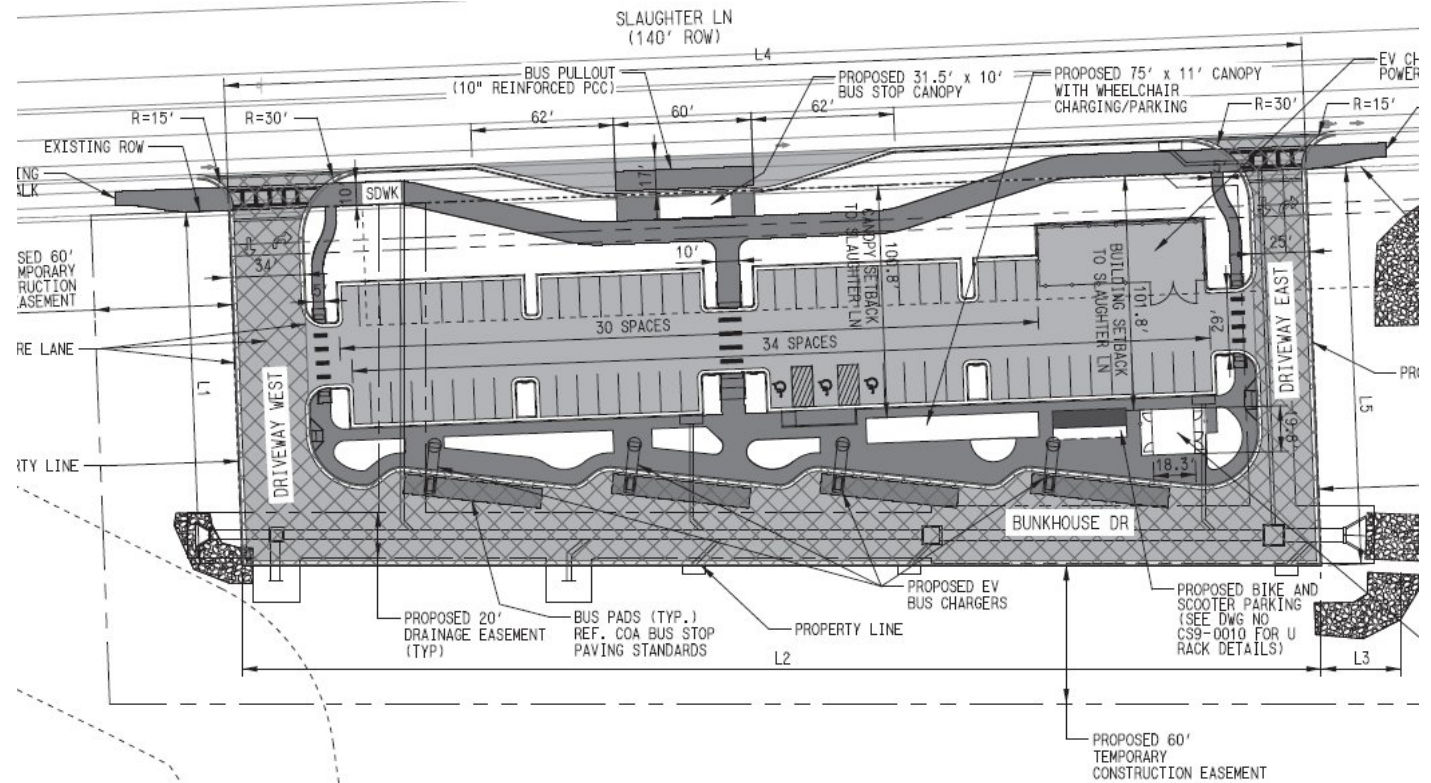
October, 2024

Goodnight Ranch Easements

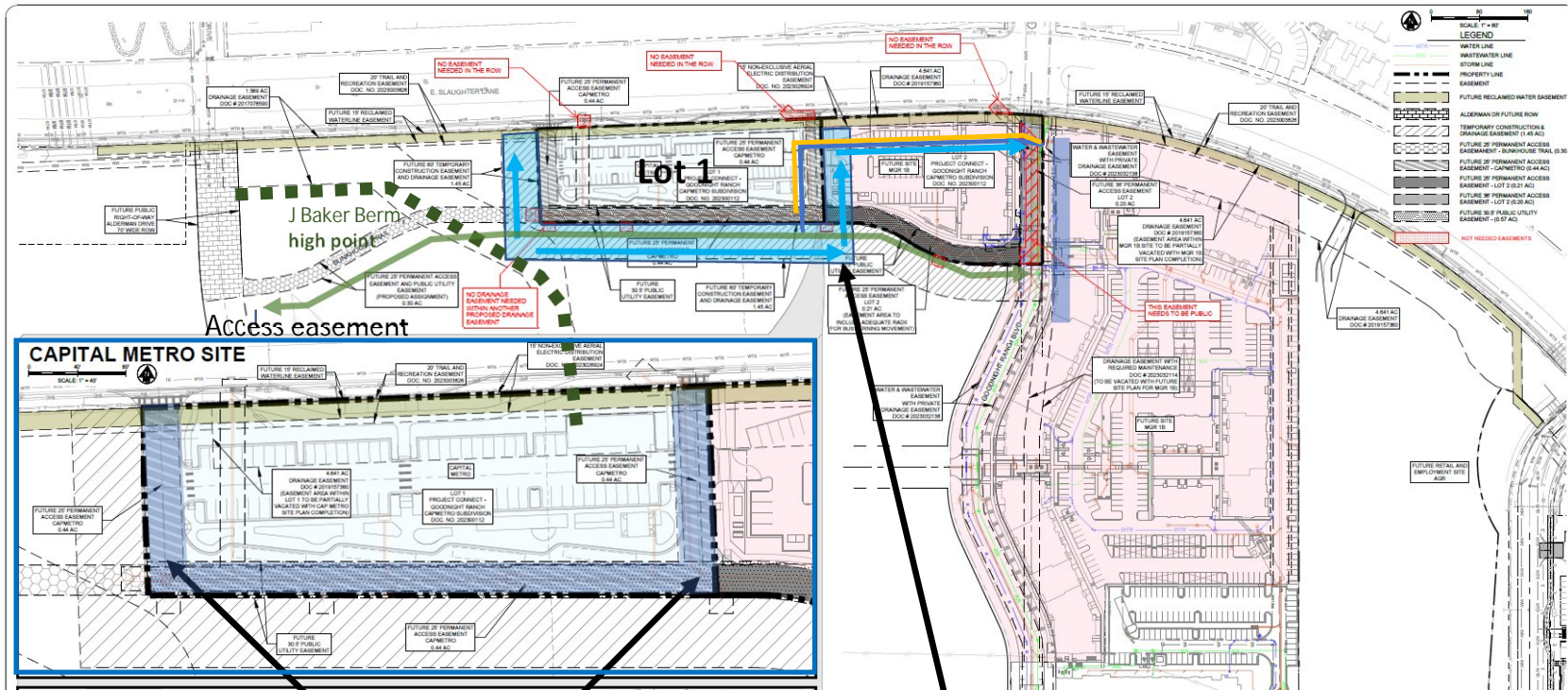
- Board authorized acquisition of Goodnight Ranch Park & Ride (April 2024).
- Easements and agreements necessary for the development of the Park & Ride have now been confirmed.
- Easements to be executed only after land acquisition is completed.
- Easements required:
 - Joint access agreement/easement (Austin Goodnight Ranch)
 - Water/Wastewater Utility easement (City of Austin)
 - Electric Utility Easement (City of Austin/Austin Energy)
 - Traffic Signage Easement (Austin Goodnight Ranch)

Goodnight Ranch Park & Ride Site Plan

- 64 parking spaces
- Connection to route #318
- Cameras & lighting
- Electric bus and wheelchair charging
- Ticket Vending Machine
- Restroom for Drivers



Goodnight Ranch Park & Ride Easements



ACCESS EASEMENT
 SIGN EASEMENT (5' surrounding site)
 Austin Energy EASEMENT ("blanket")

60' DRAINAGE/SLOPE EASEMENT
 (temporary)



CapMetro

Thank you!

Board of Directors

Item #: AI-2024-1304

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to grant a Storm Sewer Drainage Easement and a Water/Wastewater Easement to the City of Austin for the Goodnight Ranch Park and Ride Construction Project.

FISCAL IMPACT:

Funding for this action is in the proposed 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: Granting the storm sewer drainage and water/wastewater easements for the Goodnight Ranch Park and Ride Construction Project directly supports the agency's ability to fulfill key strategic goals and objectives.

The storm sewer drainage easement ensures safe and reliable service by providing proper infrastructure for managing stormwater runoff, reducing the risk of flooding, and enhancing safety for the community. The water/wastewater easement provides for the utility infrastructure needed to support the new facility. The granting of these easements aligns with the agency's commitment to supporting sustainable regional growth by enabling the development of critical infrastructure that meets the demands of Austin's expanding population. Additionally, this infrastructure supports a responsive approach to community and customer needs, as it is necessary to sustain the expansion of transit service to the southeast section of the agency

service area.

BUSINESS CASE: The approval of the storm sewer drainage easement and the water/wastewater easement minimizes long-term maintenance costs by allocating the responsibility of maintenance and upkeep of stormwater management and water/wastewater infrastructure to the city. This reduces CapMetro's long-term financial burden for managing and maintaining these critical systems, ensuring that the infrastructure remains operational without direct capital or maintenance expenses on CapMetro's part. These easements align with CapMetro's strategic goals of supporting sustainable regional growth, which is crucial for long-term financial health. By providing the necessary infrastructure to support growth in the Goodnight Ranch area, CapMetro is ensuring that the Park and Ride facility will remain a valuable and financially viable asset as the community around it expands. There is no cost associated with granting these easements.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28, 2024.

EXECUTIVE SUMMARY: CapMetro will be constructing the Goodnight Ranch Park and Ride to serve the new Pleasant Valley Rapid Line. In order to support the facilities operation, water, wastewater and stormwater infrastructure must be developed. Upon completion of the project, this infrastructure will exist within easements granted to the city for long-term maintenance.

These easements are critical for the installation, maintenance, and operation of stormwater management, water, and wastewater infrastructure that will support the project and surrounding community.

The Goodnight Ranch Park and Ride facility is an essential part of CapMetro's plan to improve public transportation options in southeast Austin. As part of the project's development, reliable stormwater drainage and water/wastewater services are needed to ensure the facility's safety, functionality, and compliance with city standards. The storm sewer drainage easement will allow the City of Austin to install and maintain the necessary stormwater infrastructure to manage runoff and prevent flooding. Similarly, the water/wastewater easement will provide access for the city to install and maintain water and sewer lines, ensuring reliable transit service to the facility and surrounding areas.

CapMetro procedure requires Board approval before CapMetro executing an easement agreement across its property. This easement will only be conveyed to CapMetro after the agency has completed the acquisition of the property.

DBE/SBE PARTICIPATION: Does Not Apply.

PROCUREMENT: Does Not Apply.

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

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1304

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

WHEREAS, the Goodnight Ranch Park and Ride Construction Project is a key development that will enhance public transportation access and contribute to the ongoing expansion of services in southeast Austin; and

WHEREAS, the facility requires a storm sewer drainage easement and a water/wastewater easement to be granted to the City of Austin to ensure the ongoing maintenance, and operation of essential stormwater, water, and wastewater infrastructure;

NOW, THEREFORE, BE IT RESOLVED by the CapMetro Board of Directors that the President & CEO, or her designee, is authorized to grant a Storm Sewer Drainage Easement and a Water/Wastewater Easement to the City of Austin for the Goodnight Ranch Park and Ride Construction Project.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1306

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a signage easement agreement with Austin Goodnight Ranch, L.P., adjacent to CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas, 78747, for the purpose of the installation, construction, maintenance, operation, replacement, repair and upgrade of traffic control signs.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This agreement will provide CapMetro an easement for purposes of the installation, construction, maintenance, operation, replacement, repair, and upgrade of traffic control signs at 2401 East Slaughter Lane, which supports sustainable regional growth in response to customer needs. This signage easement is required for the successful completion of the Federal Transit Administration Small Starts Grant-funded Project Connect Pleasant Valley Bus Rapid Transit Line.

BUSINESS CASE: Execution of this agreement will allow the placement of traffic-control signs to enable the construction of the Goodnight Ranch Park and Ride facility. There is no cost associated with this easement.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28, 2024.

EXECUTIVE SUMMARY: CapMetro desires to enter into a signage easement agreement with Austin Goodnight Ranch L.P., which will enable the installation, construction, maintenance, operation, replacement, repair, and upgrade of traffic control signs during construction of the Goodnight Ranch Park and Ride at 2401 East Slaughter Lane. The traffic-control signage supports the implementation of Project Connect and is an essential part of addressing the transportation and mobility needs of the Austin community, thereby increasing people's access to jobs, services, and entertainment in a reliable, safe, and convenient manner.

CapMetro procedure requires Board approval before CapMetro executing an easement agreement across its property. This easement will only be conveyed to CapMetro after the agency has completed the acquisition of the property.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1306

WHEREAS, the Capital Metropolitan Transportation Authority is responsible for executing the CapMetro Rapid Pleasant Valley Bus Rapid Transit Line and the Goodnight Ranch Park and Ride that are part of Project Connect; and

WHEREAS, it is necessary to execute a signage easement agreement on CapMetro property with Austin Goodnight Ranch for the purposes of the installation, construction, maintenance, operation, replacement, repair, and upgrade of traffic control signs at the Goodnight Ranch Park and Ride facility located at 2401 East Slaughter Lane.

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 signage easement agreement with Austin Goodnight Ranch, L.P., adjacent to CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas 78747, for the purpose of installing, constructing, maintaining, operating, replacing, repairing, and upgrading traffic control signs.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1307

Agenda Date: 10/28/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute the granting of a joint access easement agreement with Austin Goodnight Ranch, L.P., on CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas, 78747, for the purpose of the construction, operation, maintenance, replacement, repair, upgrade, and use of a paved access drive, related curb cuts, access points from such drive onto adjoining rights-of-way, landscaping, curbs, gutters, drainage channels, drainage conveyance structures, and all other access-related improvements to be constructed within the access easement area.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This agreement will provide CapMetro and Austin Goodnight Ranch a perpetual, non-exclusive easement for purposes of vehicular ingress and egress over, on, and across the access easement area to and from Slaughter Lane, Goodnight Ranch Boulevard, and Alderman Drive at 2401 East Slaughter Lane, which supports sustainable regional growth in response to customer needs. This joint access easement is required for the successful completion of the Federal Transit Administration Small Starts Grant-funded Project Connect Pleasant Valley Bus Rapid Transit Line.

BUSINESS CASE: Execution of this agreement will allow vehicular ingress and egress to enable the construction of access-related improvements to be constructed on the property. There is no fee associated with the granting of this easement.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on October 28, 2024.

EXECUTIVE SUMMARY: CapMetro desires to enter into a joint access easement agreement with Austin Goodnight Ranch, which will enable both parties to construct and maintain access-related improvements at the Goodnight Ranch Park and Ride at 2401 East Slaughter Lane. The access improvements are part of the implementation of Project Connect and an essential part of addressing the transportation and mobility needs of the Austin community, thereby increasing people's access to jobs, services, and entertainment in a reliable, safe, and convenient manner.

CapMetro procedure requires Board approval before CapMetro grants an easement across its property. This easement will only be conveyed after the agency has completed the acquisition of the property.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

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

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1307

WHEREAS, the Capital Metropolitan Transportation Authority is responsible for executing the CapMetro Rapid Pleasant Valley Bus Rapid Transit Line and the Goodnight Ranch Park and Ride that are part of Project Connect; and

WHEREAS, it is necessary to grant a joint access easement on CapMetro property with Austin Goodnight Ranch for purposes of vehicular ingress and egress over, on, and across the access easement area to and from Slaughter Lane, Goodnight Ranch Boulevard, and Alderman Drive, which will enable construction of access-related improvements.

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 joint access easement with Austin Goodnight Ranch, L.P., on CapMetro-owned property located at 2401 East Slaughter Lane, Austin, Texas 78747, for the purpose of constructing a paved access drive, related curb cuts, access points from such drive onto the adjoining rights-of-way, landscaping, curbs, gutters, drainage channels, drainage conveyance structures, and all other access-related improvements to be constructed within the access easement area.

Date: _____

**Secretary of the Board
Becki Ross**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2024-1297

Agenda Date: 10/28/2024

President & CEO Monthly Update - October 2024

CapMetro

President's Report

October 2024

CapMetro in the Community

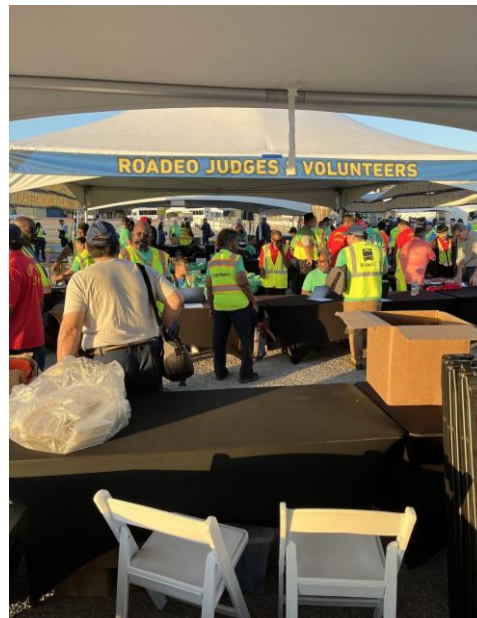


CapMetro Cares Adapt 40th Anniversary Bus Wrap Unveiling



White Cane Day at Texas School for the Blind and Visually Impaired

CapMetro Family Fun Day & Rodeo



A Week Without Driving



CapMetro

Awards and Recognitions

CapMetro

Jacob Calhoun

Director of Transit System Enablement

Leadership Austin Essential 46-2025



CapMetro

Jacqueline Evans

Director of Diversity, Equity & Inclusion

African American Leadership Institute 2024 Cohort



CapMetro

Nina Loehr

Executive Program Manager

Leadership Austin Essential 46-2025



LEADERSHIP APTA CLASS OF 2024



Peter Breton

CapMetro Community Engagement Coordinator

Accepted into The ATXelerator Class 2024



CapMetro



What's Being Said?

CapMetro in the News

AXIOS Austin

What to Know ACL Music Festival

STREETSBLOG

How Boomtown Austin is Thinking Beyond Highways

CI
ATX

Project Connect: Austin's 9.8-mile light rail system advances with \$193M budget approval

CBS
AUSTIN

2024 ACL Music Festival kicks off this weekend: Tips to walk, bike or ride there

CI
ATX

First-ever carless community broke ground this summer in Austin

AUSTIN
MONITOR

CapMetro Seeks Survey Participants for Transit 2035

FOX
7

CapMetro Offering Special Services During ACL

CI
ATX

CapMetro Seeks Community Input on Decades Long Transportation Project

CapMetro Customer Care

10,586 Calls

Call Volume Down 5%

Second Highest Month of Contacts

What We're
Hearing from our
Riders this Month

- Interests in
BikeShare
- General App
Related Questions

Where Dottie Has Been



What's Coming Up

Transit 2035 Stakeholder Workshops

- Gather feedback from all of our stakeholders including government and community groups
- Feedback will be added to the community feedback we have received



ATX Kids Camp

- November, 2nd
- A scavenger hunt across town via public transportation
- Help to raise money for camp scholarships



CapMetro Cares Unveilings

- November 4th celebrating Latinintas
- Austin City Limits for PBS later in November



CapMetro

Thank You!

October 2024