



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

2910 East 5th Street
Austin, TX 78702

Wednesday, September 10, 2025

12:30 PM

Rosa Parks Boardroom

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Public Comment

III. Action Items

1. Approval of minutes from the July 16, 2025 Operations, Planning and Safety Committee meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to implement the January 2026 Service Changes.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with The Arcanum Group for Hexagon EAM Licensing and Support Renewal, with a base term of one (1) year and four (4) option years including optional ad-hoc service hours, for a total amount not to exceed amount of \$3,762,152.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with GTS Technologies Solutions for Cervello licenses, for a term of three (3) years, in a total amount not to exceed \$757,896.
5. 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 \$1,555,551.
6. 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 unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$351,057 in FTA Section 5307 Funds and \$1,430,055 in local funds from Travis County in FY2026.

7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for the operation of limited paratransit and senior service in Fiscal Year 2026 for an amount not to exceed \$172,570 in Federal Transit Administration Section 5307 Funds and \$258,854 in local funds from the City of Georgetown.
8. 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 \$410,886.
9. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 8 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 \$1,506,390.
10. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 7 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 \$766,780
11. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 7 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 2026 in an amount not to exceed \$191,398.

IV. Presentations

1. Executive Operations, Planning and Safety Update - September 2025
Update on activities within the Facilities Maintenance Department, key performance indicators, personnel changes, communications and public outreach.

V. Items for Future Discussion

VI. Adjournment

ADA Compliance

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

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

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



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2025-1560

Agenda Date: 9/10/2025

Approval of minutes from the July 16, 2025 Operations, Planning and Safety Committee meeting.

Minutes
Capital Metropolitan
Transportation Authority
Operations, Planning and Safety
Committee

2910 East 5th Street
Austin, TX 78702

Wednesday, July 16, 2025

12:30 PM

Rosa Parks Boardroom

I. Call to Order

12:38 p.m. Meeting Called to Order

Present	Jeffrey Travillion, Chito Vela, and Paige Ellis
Absent	Eric Stratton

II. Public Comment

Miguel Torres and Carlos Leon provided public comment.

III. Action Items

1. Approval of minutes from the June 11, 2025 Operations, Planning and Safety Committee meeting.

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

Aye: Travillion, Vela, and Ellis

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the Center for Urban Transportation Research (CUTR) for conducting a comprehensive evaluation of CapMetro's bus operator training program with a base term of one year, with no option years, in a total amount not to exceed \$49,789.

A motion was made by Ellis, seconded by Travillion, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 7/28/2025. The motion carried by the following vote:

Aye: Travillion, Vela, and Ellis

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies, LLC for Genetec software license and support for a term of five (5) years in an amount not to exceed \$1,452,103.

A motion was made by Travillion, seconded by Ellis, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 7/28/2025. The motion carried by the following vote:

Aye: Travillion, Vela, and Ellis

IV. Presentations

1. FY2026 Budget Proposal
2. Executive Operations, Planning and Safety Update - July 2025
Update on safety and security program enhancements, key performance indicators, personnel changes, communications and public outreach.

V. Items for Future Discussion

VI. Adjournment

1:33 p.m. Meeting Adjourned

ADA Compliance

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

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

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

Operations, Planning and Safety Committee **Item #:** AI-2025-1590

Agenda Date: 9/10/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to implement the January 2026 Service Changes.

FISCAL IMPACT:

Funding for this action is available in the FY2026 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

EXPLANATION OF STRATEGIC ALIGNMENT:

The service change process is guided by and in accordance with CapMetro's Board-approved Service Standards and Guidelines.

BUSINESS CASE:

Service changes provide CapMetro with the opportunity to adjust services to meet the needs of customers and efficiently use our resources. Service changes occur up to three times a year typically in January, June, and August to coincide with local school and university calendars. In the interim months, between service change implementations, CapMetro continuously seeks and invites year-round feedback from the community.

COMMITTEE RECOMMENDATION:

The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

EXECUTIVE SUMMARY:

The following is a high-level summary of the proposed service changes for January 2026. Future service changes could include more substantial adjustments as we progress the development of our long-range plan update, Transit Plan 2035, and the full vision of Rapid 800 Pleasant Valley and 837 Expo Center.

- **Realignment of Route 485 Night Owl Cameron** - The proposed realignment would enable late-night connections to the dense active nightlife on East 6th, transfers to Greyhound Bus service (at Eastside Bus Plaza) that occur before dawn, and improved connectivity within Mueller. These areas show high propensity for late-night ridership, and community feedback has demonstrated strong interest in late-

night service near the eastside entertainment district and additional portions of Airport Boulevard. Additionally, the stops that would no longer be served have minimal ridership (0-1 average daily customers).

- **Realignment of Route 935 Tech Ridge Express** - The proposed realignment would shift non-stop service from IH-35 to MoPac to proactively respond to ongoing construction and traffic impacts, as well as remove an unproductive segment along Riverside Drive. Previously, this segment served the TxDOT Riverside campus; however, these offices have closed with staff relocating to other locations. The travel-time savings aim to assist with transportation demand management and reduce emissions and congestion associated with IH-35 construction. This proposed change was developed in collaboration with the City of Austin and other key stakeholders as part of an implementation item under the Climate Pollution Reduction Grants (CPRG).
- **Pickup Zone Adjustments** - In coordination with regional member cities, proposed expansions in Lago Vista and Manor Pickup zones will expand boundaries minimally to increase access and improve customer experience without impacting resources. Due to the operational flexibility with Pickup, this adjustment would be implemented in a timely manner (subsequently after Board approval, as described below). These proposed adjustments were developed in collaboration with member city stakeholders and informed by community and customer feedback.
- **Minor Bus and Rail Schedule Adjustments** - To improve on-time performance, reliability and better serve customers, select routes may receive minor adjustments to their schedules and/or bus stop locations. Specific schedule adjustments are determined further in the service changes process to more accurately respond to evolving traffic conditions and construction in the region. This timing makes sure the schedule best serves customers and more closely reflects available resources. Once available, additional details on the proposed minor schedule adjustments will be available on our webpage and in the subsequent memo.

Under CapMetro's policy, which aligns with the FTA circular, these changes are not a major service change and thus do not require a Title VI analysis. However, CapMetro acknowledges that the changes on Route 935 Tech Ridge Express and Route 485 Night Owl Cameron involve a shift from one corridor to another. Equity is consistently considered in the process to ensure we are meeting our community's needs.

If approved, these changes would start on Sunday, January 11, 2026, with Night Owl adjustments starting on Monday, January 12, 2026. Due to operational flexibility, the minor Pickup zone adjustments would be implemented in advance in October 2025 (which would be after approval by the Board and earlier than the implementation date for the overall January 2026 Service Changes).

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1590

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

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

WHEREAS, CapMetro is committed to ensuring that its transit services, including fares and service planning, do not discriminate based on race, color, or national origin; and

WHEREAS, under CapMetro's Title VI policy, which aligns with Federal Transit Administration Circular 4702.1B, these proposed changes are not considered a Major Service Change, as defined in the policy, and thus do not require a Title VI equity analysis; and

WHEREAS, a public hearing was held on Wednesday, September 10, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to implement the January 2026 Service Changes described in the attached document beginning Sunday, January 11, 2026.

Date: _____

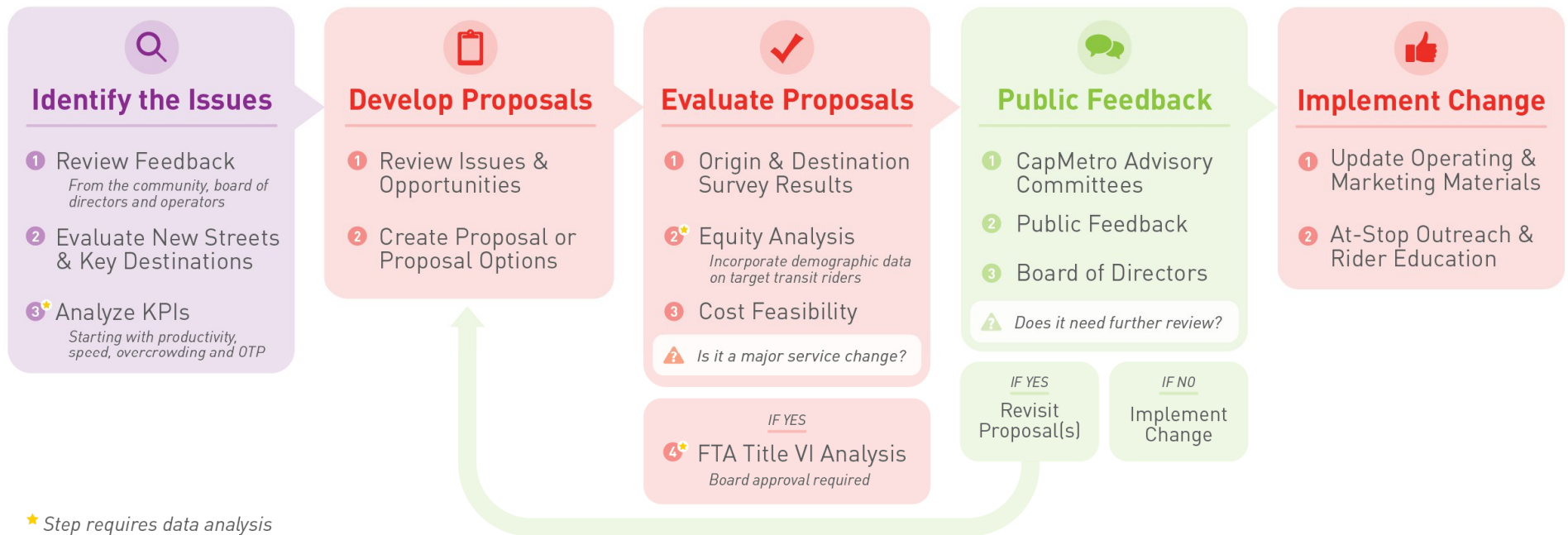
**Secretary of the Board
Becki Ross**



Proposed January 2026 Service Changes

September 2025 Board Meeting

Service Evaluation Process



★ Step requires data analysis



Proposed January 2026 Service Changes



Realignment of Route 485 Night Owl Cameron – enable late-night connections to active nightlife on East 6th and transfers to Greyhound Bus service at Eastside Bus Plaza



Realignment of Route 935 Tech Ridge Express - shifts non-stop service from IH-35 to MoPac to proactively respond to ongoing construction and traffic impacts

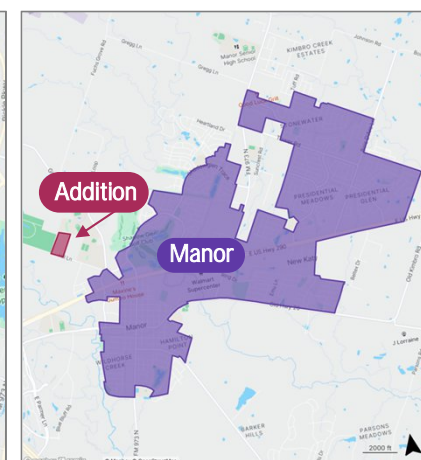
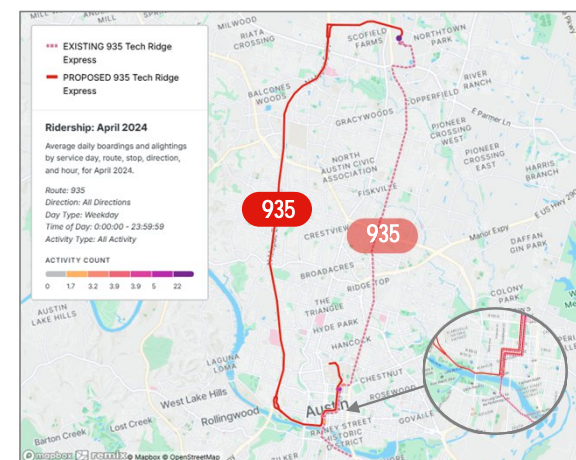
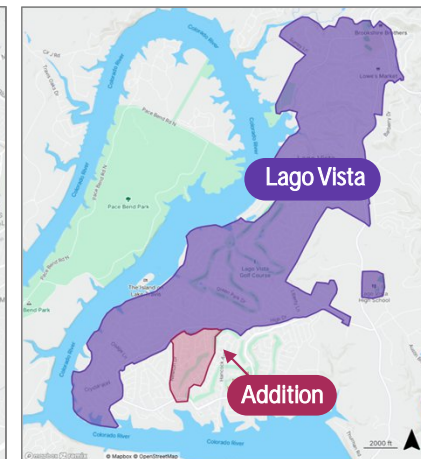
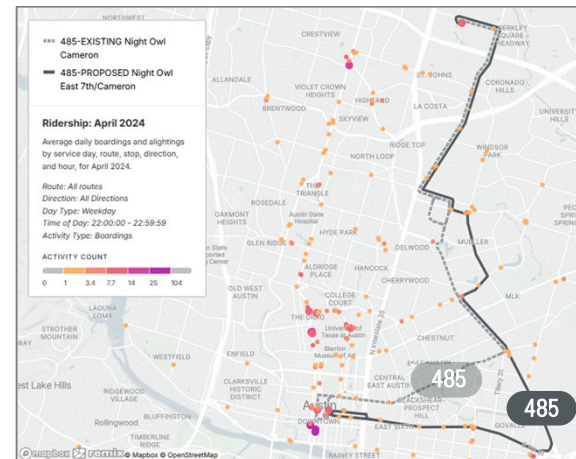


Pickup Zone Adjustments – in coordination with regional member cities, proposed boundary expansions in Lago Vista and Manor zones (implemented in advance in October 2025)



Minor Schedule Adjustments – select routes may receive minor adjustments to their schedules and/or bus stop locations to better serve customers

If approved, changes would be implemented on Sunday, January 11th





Proposed Realignment of Route 485 Night Owl Cameron



Requests for Late-Night Service



"Would love to see more services on East 7th or Plaza Saltillo, especially on weekends, late-nights, and during SXSW"



"There needs to be a Night Owl that services more of Airport Boulevard."



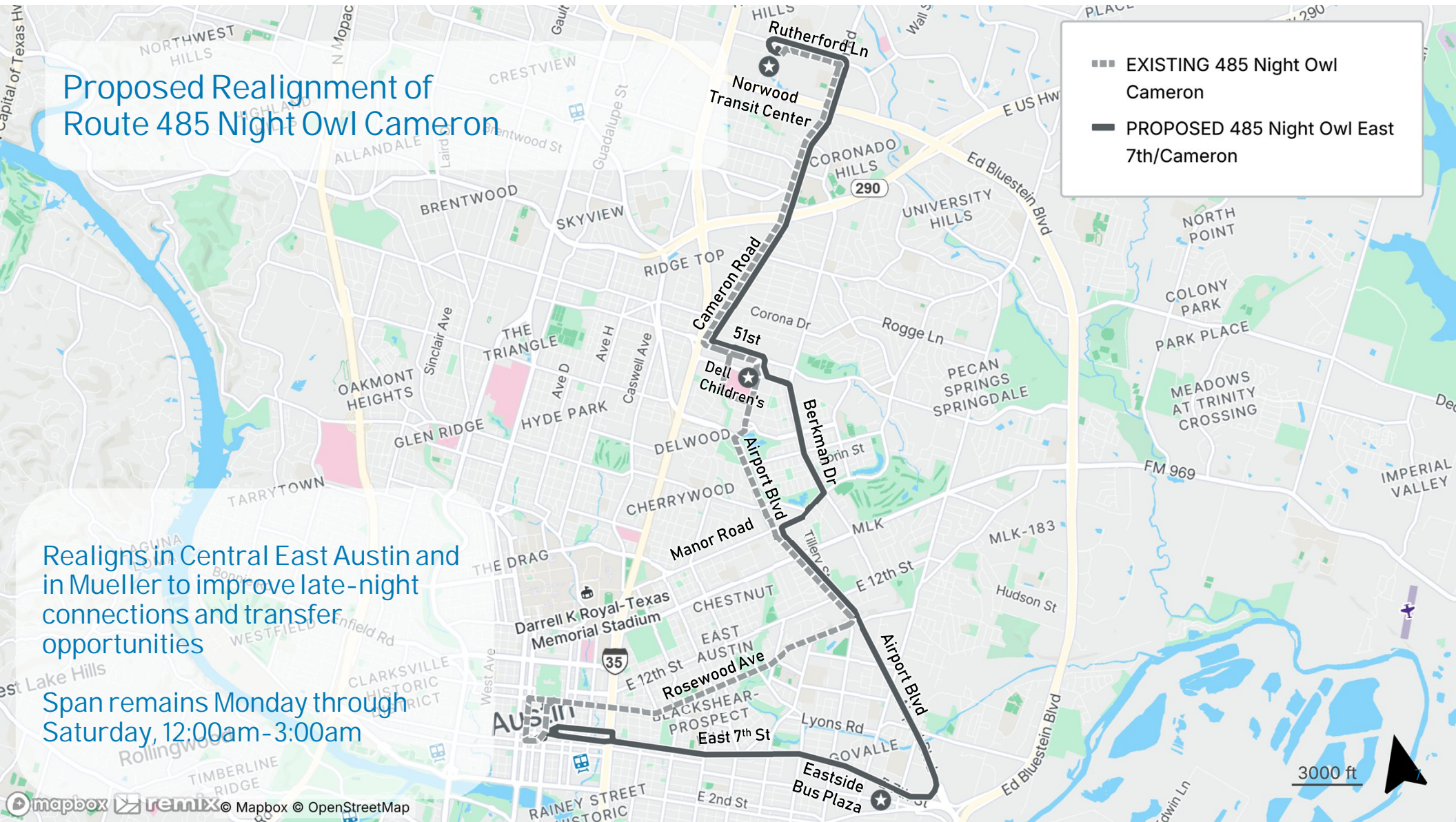
"Route 4 (7th Street) serves the world-renowned entertainment districts of our city. I wish we had service during the peak entertainment hours after midnight. It could be one of the highest performing lines in the system."

Proposed Realignment of Route 485 Night Owl Cameron

Realigns in Central East Austin and in Mueller to improve late-night connections and transfer opportunities

Span remains Monday through Saturday, 12:00am-3:00am

- EXISTING 485 Night Owl Cameron
- PROPOSED 485 Night Owl East 7th/Cameron





Proposed Realignment of Route 935 Tech Ridge Express

Approach to Major Construction Projects



Identifying potential service adjustments based on upcoming construction with strategic monitoring

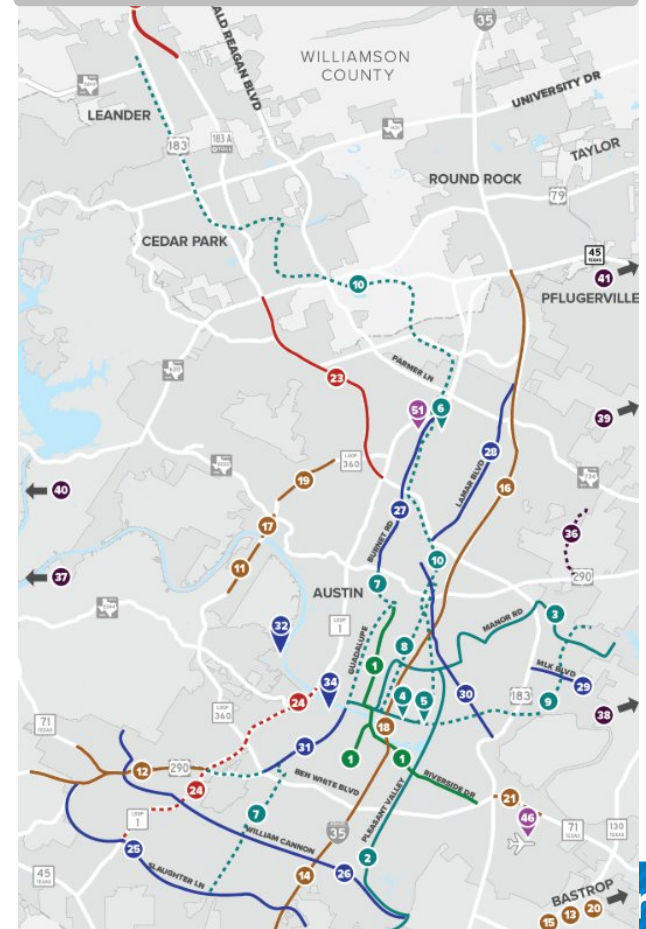


Coordinating with project stakeholders throughout the region to align on projects and timelines



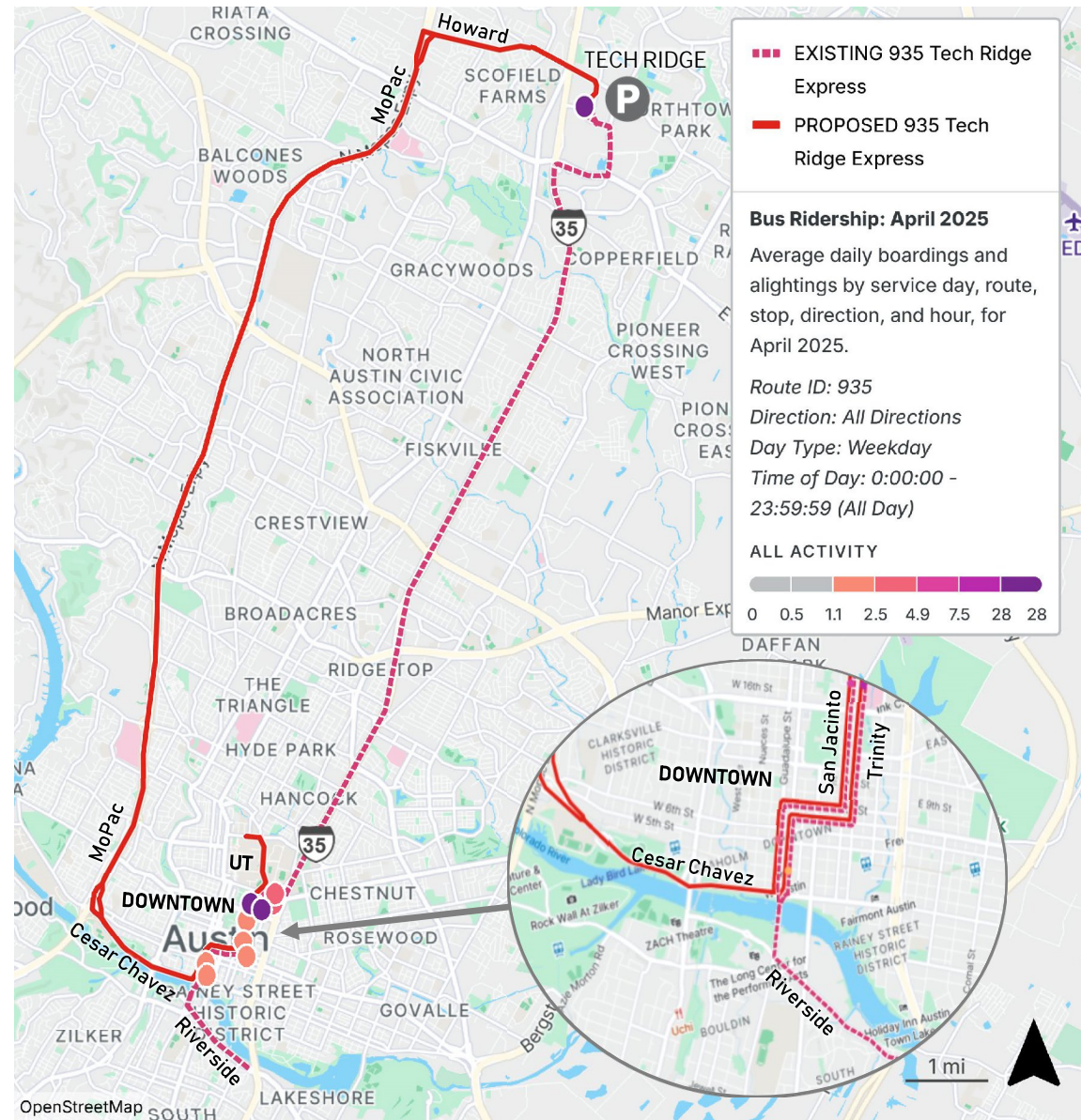
Managing day-to-day current operations with agility and nimbleness

Major infrastructure projects around Central Texas



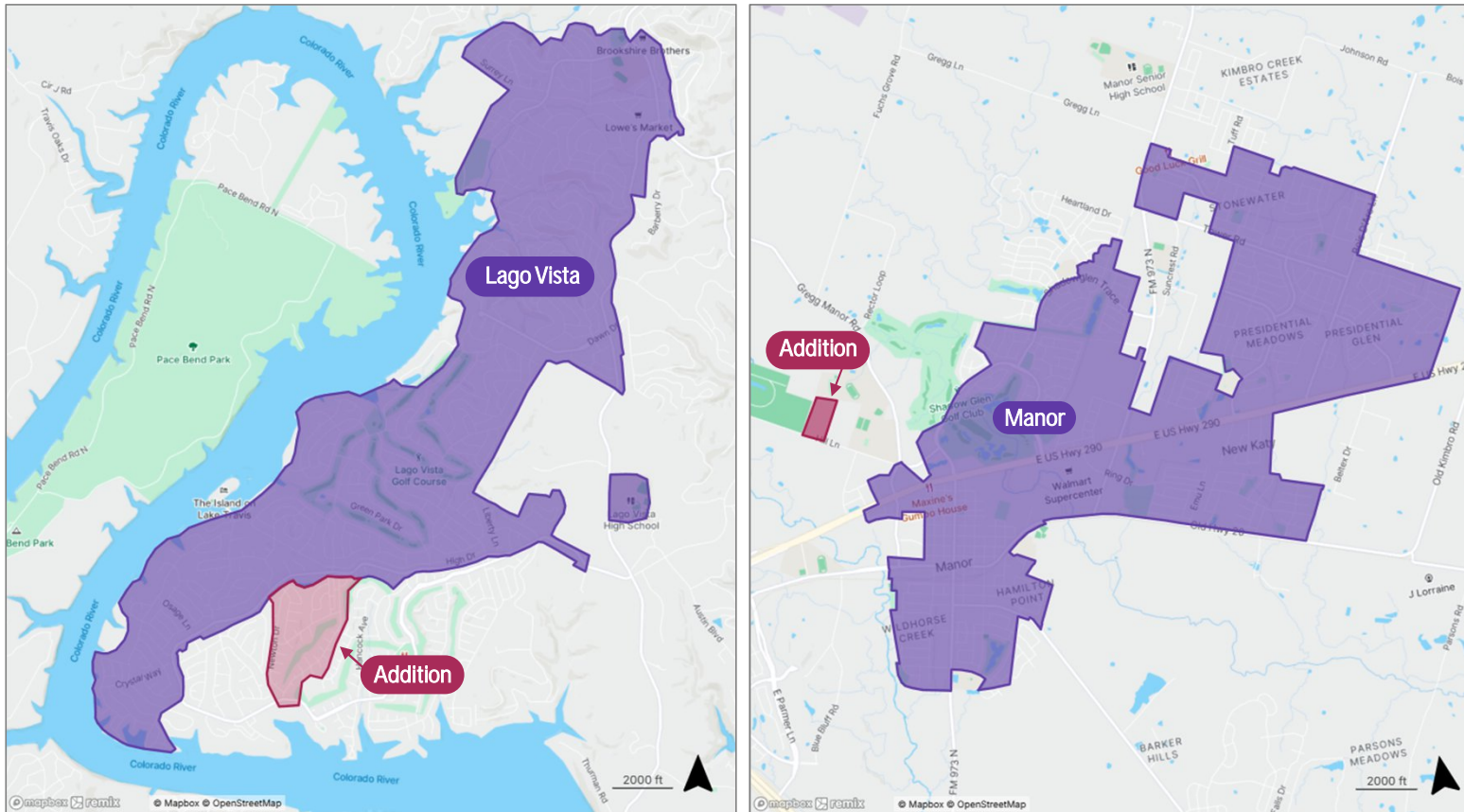
Proposed Route 935 Realignment

- Shifts non-stop service from IH-35 to MoPac
- Removes an unproductive segment along Riverside Drive due to office closures
- Provides travel-time savings and reduces congestion associated with IH-35 construction



Proposed Pickup Adjustments

Proposed Pickup Zone Adjustments



If approved, these resource-neutral changes would be implemented in October 2025 due to Pickup's operational flexibility



Proposed Minor Schedule Adjustments

Potential Minor Schedule Adjustments



Scheduled Time

- Rapid 801 and Route 1 North Lamar/South Congress
- Rapid 803 Burnet/South Lamar and Route 3 Burnet/Menchaca
- Route 325 Metric/Rundberg
- Route 4 7th Street
- Route 465 MLK/University of Texas
- Route 656 Intramural Fields



Additional Trip(s)

- Two additional evening trips for Route 271 Del Valle Feeder (funding coordination with Travis County)
- Additional trips for Rapid 801 North Lamar/South Congress during the afternoon to assist with passenger loads

PLACEHOLDER



Public Engagement

Outreach & Public Feedback

Coincides with Transit Plan 2035 Engagement



August

- Board Memo
- At-Stop Outreach
- On-Board Outreach
- Meetings and Presentations (in coordination with Transit Plan 2035)
- Operator Notices
- Service Change Website with Comment Box

Sept.

- Signage at Specific Stops
- Posters at Key Locations
- CapMetro Customer Service Advisory Committee
- CapMetro Access Committee
- On-Bus Brochure
- On-Board Pickup Signage
- CapMetro Alerts
- Social Media and Emails
- Public Hearing
- Board Memo
- Board Approval

Regional Coordination



- Facilitating engagement opportunities and ongoing communication with all cities within CapMetro's service area
- Discussing scheduling and service planning needs in the near-term and longer-term throughout Transit Plan 2035

CapMetro

Thank you!

To: CapMetro Board of Directors
From: Sharmila Mukherjee, EVP, Chief Strategic Planning and Development Officer
Date: August 5, 2025
Re: Proposed January 2026 Service Changes

Service changes provide CapMetro with the opportunity to adjust services to meet the needs of customers and efficiently use our resources. Service changes occur up to three times a year typically in January, June, and August to coincide with local school and university calendars. In the interim months, between service change implementations, CapMetro continuously seeks and invites year-round feedback from the community.

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

Summary of Proposed Changes & Process

The following is a high-level summary of the proposed service changes for January 2026. Future service changes could include more substantial adjustments as we progress the development of our long-range plan update, [Transit Plan 2035](#), and the full vision of [Rapid 800 Pleasant Valley](#) and [837 Expo Center](#).

- **Realignment of Route 485 Night Owl Cameron** – The proposed realignment would enable late-night connections to the dense active nightlife on East 6th, transfers to Greyhound Bus service (at Eastside Bus Plaza) that occur before dawn, and improved connectivity within Mueller. These areas show high propensity for late-night ridership, and community feedback has demonstrated strong interest in late-night service near the eastside entertainment district and additional portions of Airport Boulevard. Additionally, the stops that would no longer be served have minimal ridership (0-1 average daily customers).
- **Realignment of Route 935 Tech Ridge Express** – The proposed realignment would shift non-stop service from IH-35 to MoPac to proactively respond to ongoing construction and traffic impacts, as well as remove an unproductive segment along Riverside Drive. Previously, this segment served the TxDOT Riverside campus; however, these offices have closed with staff relocating to other locations. The travel-time savings aim to assist with transportation demand management and reduce emissions and congestion associated with IH-35 construction. This proposed change was developed in collaboration with the City of Austin and other key stakeholders as part of an implementation item under the Climate Pollution Reduction Grants (CPRG).
- **Pickup Zone Adjustments** – In coordination with regional member cities, proposed expansions in Lago Vista and Manor Pickup zones will expand boundaries minimally to expand access and improve customer experience without impacting resources. Due to the operational flexibility with Pickup, this adjustment would be implemented in a timely manner (subsequently after Board approval, as described below). These proposed adjustments were

developed in collaboration with member city stakeholders and informed by community and customer feedback.

- **Minor Bus and Rail Schedule Adjustments** – To improve on-time performance, reliability and better serve customers, select routes may receive minor adjustments to their schedules and/or bus stop locations. Specific schedule adjustments are determined further in the service changes process to more accurately respond to evolving traffic conditions and construction in the region. This timing makes sure the schedule best serves customers and more closely reflects available resources. Once available, additional details on the proposed minor schedule adjustments will be available on our webpage and in the subsequent memo.

Under CapMetro's policy, which aligns with the FTA circular, these changes are not a major service change and thus do not require a Title VI analysis. However, CapMetro acknowledges that the changes on Route 935 Tech Ridge Express and Route 485 Night Owl Cameron involve a shift from one corridor to another. Equity is consistently considered in the process to ensure we are meeting our community's needs.

A detailed overview of the proposed changes is provided in *Appendix A*. If approved, these changes would start on Sunday, January 11, 2026, with Night Owl adjustments starting on Monday, January 12, 2026. Due to operational flexibility, the minor Pickup zone adjustments would be implemented in advance in October 2025 (which would be after approval by the Board and earlier than the implementation date for the overall January 2026 Service Changes). The proposed changes outlined are in accordance with CapMetro's proposed FY 2026 budget.

Engagement

The proposed January 2026 Service Changes process includes a public involvement plan to notify key stakeholders and communities and solicit input from potentially impacted riders. Community engagement will kick off on Sunday, August 10, 2025, and will partially coincide with the engagement for [Transit Plan 2035](#). Input will also be solicited from CapMetro's Advisory Committees, customers, school communities, operators, among others. As part of our commitment to public involvement, the community will have an additional opportunity to engage by providing a formal comment opportunity on the proposed service changes during a scheduled public hearing on Wednesday, September 10, 2025, before the board considers action on this item. Engagement efforts will be summarized, and community feedback will be reviewed prior to bringing the service change proposal to the board for approval on Monday, September 22, 2025. Once the proposed changes are finalized after board review, we will promote final decisions on service through communications and marketing materials.

Regional Coordination

CapMetro's Strategic Plan 2030 identifies Regional Significance as a critical result to guide CapMetro for the next five years and beyond. Collaborating with regional partners, member cities, and non-member municipalities alike is essential to achieving CapMetro's vision; together, we are endeavoring to address mobility gaps, assess service access and effectiveness, and work toward shaping a prosperous transit landscape for our region. The proposed January 2026 Service Changes aim to improve day-to-day service throughout our system, ensuring the service reflects regional feedback and conditions.

The CapMetro Government Affairs and Regional Planning teams, in close coordination with Planning and Development and Operations staff, continue to facilitate engagement opportunities and ongoing communication with all cities within CapMetro's service area. Staff recently engaged with our member cities and regional partners to discuss scheduling and service planning needs in the near-term and the

longer-term through Transit Plan 2035. Staff will continue proactively engaging with each member city to discuss potential concepts for future service changes, review current service performance, and facilitate any emerging feedback or suggestions within respective communities. These member city efforts are in alignment with staff's ongoing administration of CapMetro's Build Central Texas program by providing either service or dollars for transit-supportive projects equal to the value of member city annual sales tax contributions, so they are made whole.

CapMetro staff is informing the Board about minor but important proposed changes to Pickup service in Lago Vista and Manor, scheduled to take effect starting in October 2025 to swiftly respond to member city feedback for service adjustments. After engaging with City of Lago Vista leadership about potential future adjustments to service, CapMetro staff recommends a 0.3-square-mile zone boundary expansion in the southern portion of the existing Pickup Lago Vista zone (as shown in *Figure 4*). The proposed expansion would provide Pickup service to a section of the city with higher residential density that is well suited for sustainable Pickup zone expansion. In addition, staff propose a 0.03 square-mile zone expansion to Pickup Manor to provide service to multiple individuals with mobility needs at the Darby Apartment complex (as shown in *Figure 5*). The expanded portion of both proposed zone adjustments are entirely within the CapMetro service area and would be cost neutral to effectuate. Upon receiving requests for expanded service, CapMetro staff evaluated the feasibility of expansion, and through technical analysis and customer feedback, found that the zones can be expanded with minimal impact to existing wait times or resources.

Figure 4: Zone Adjustment in Pickup Lago Vista

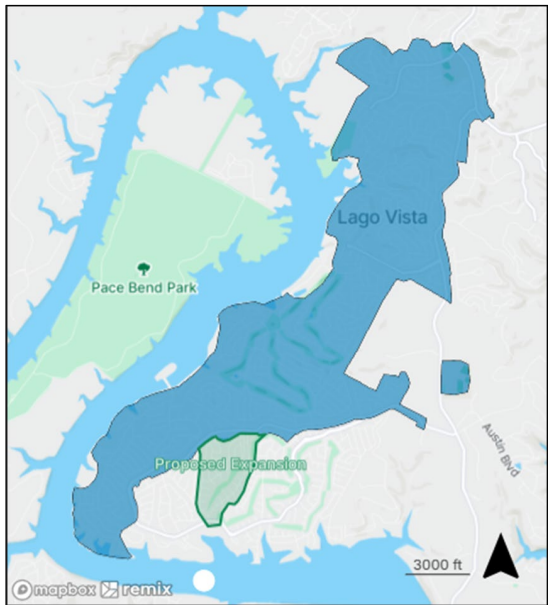
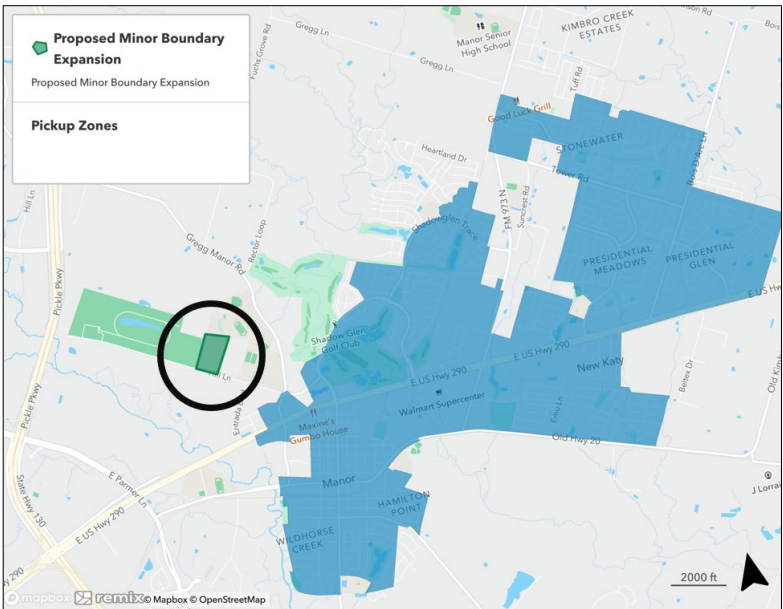


Figure 5: Zone Adjustment in Pickup Manor



Should Board Members have any questions regarding the proposed changes, they should contact Ed.Easton@capmetro.org.

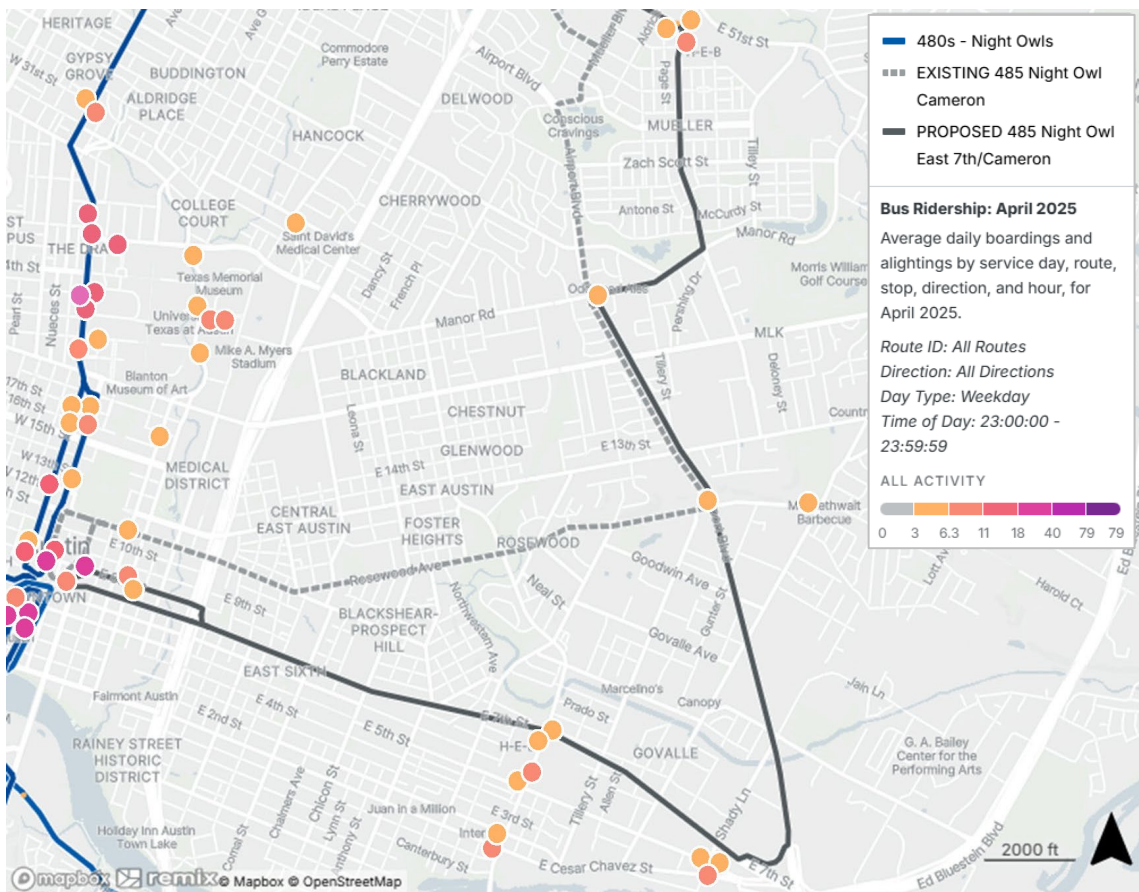
Appendix A: Detailed Overview of Proposed Changes

Realignment of Route 485 Night Owl Cameron

As part of the service change process, CapMetro staff reviewed the [Night Owl system](#) to identify potential near-term improvements for customers. Staff reviewed late-night ridership throughout the system between 11:00 p.m. and 12:00 a.m. as an indicator of potential Night Owl ridership in areas that it currently does not serve (*Figure 1* displays average weekday ridership during these hours).

The East Sixth, East Cesar Chavez and Govalle neighborhoods demonstrated higher-than-average late-night usage via portions of [Route 4 \(7th Street\)](#), [Route 2 \(Rosewood/Cesar Chavez\)](#) and [Route 350 \(Airport Blvd\)](#). These high propensity segments are not currently covered by Night Owl services. The current Route 485 Night Owl Cameron alignment covers Central East Austin and Rosewood neighborhoods, which demonstrated minimal late-night usage (0-1 average daily customers).

Figure 1: Late-Night Ridership on Weekdays (11:00 p.m. to 12:00 a.m.)



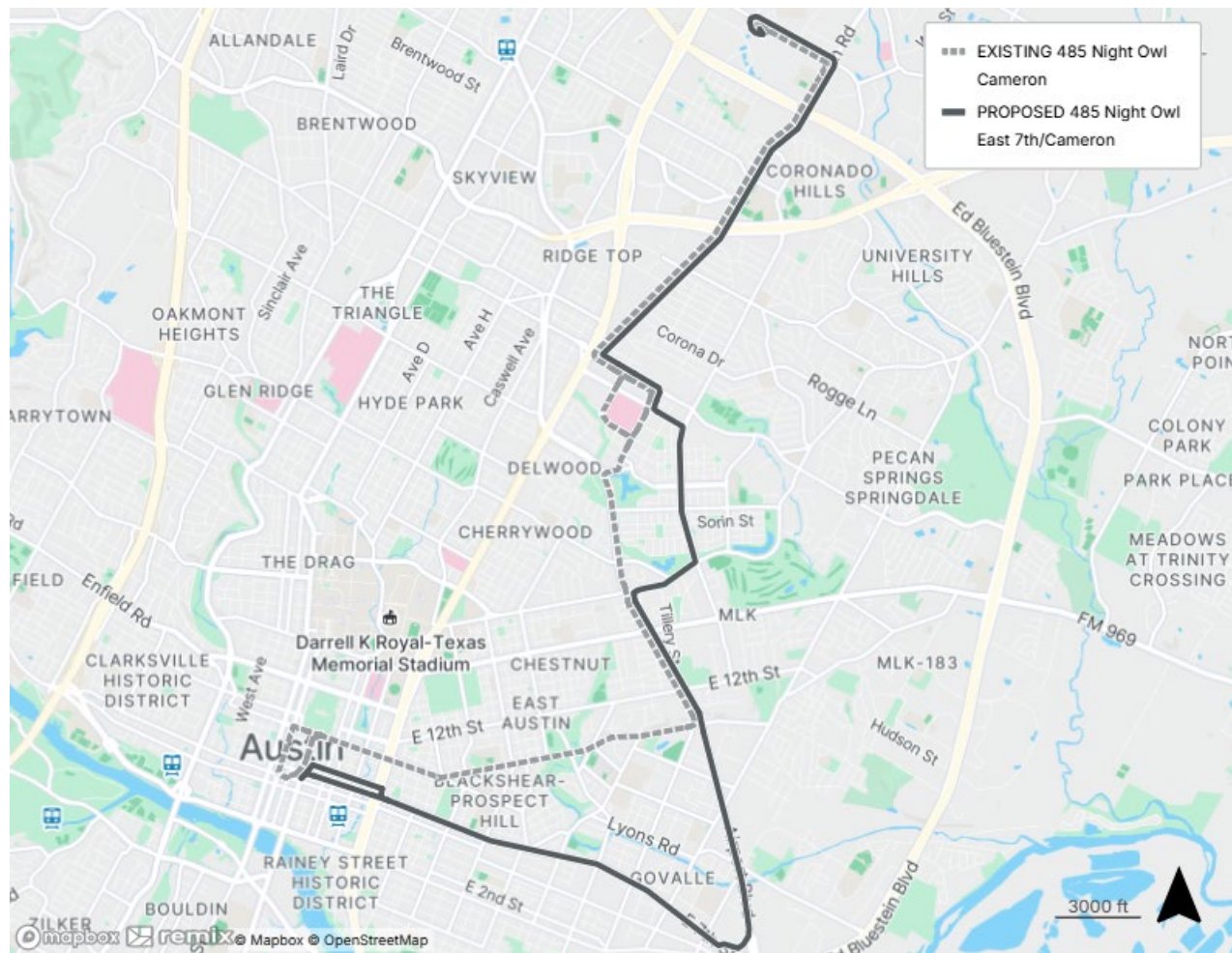
CapMetro staff also reviewed community feedback and requests for late-night service. The feedback demonstrated strong interest in providing late-night connections to the eastside entertainment district. Below are some comments we received from the public:

- “Would love to see more services on East 7th or Plaza Saltillo, especially on weekends, late-nights, and during SXSW”
- “There needs to be a Night Owl that services more of Airport Boulevard.”

- “Route 4 (7th Street) serves the world-renowned entertainment districts of our city. I wish we had service during the peak entertainment hours after midnight. It could be one of the highest performing lines in the system.”

Based on community feedback and ridership data, CapMetro staff propose realigning [Route 485 \(Night Owl Cameron\)](#) from Rosewood Avenue (East 11th) to East 7th, which enables late-night connections to the active entertainment district near Plaza Saltillo Station. The alignment on East 7th also provides transfer opportunities to Greyhound Bus service, which operates out of Eastside Bus Plaza with trips starting at 3:05 a.m. A minor realignment through the Mueller area is proposed to provide connectivity near the Berkman/Barbara Jordan intersection, a key location for transit usage. The realigned Route 485 Night Owl Cameron, shown in *Figure 2*, would continue to operate between approximately 12:00 a.m. to 3:00 a.m., Monday through Saturday.

Figure 2: Proposed Realignment of Route 485 Night Owl Cameron

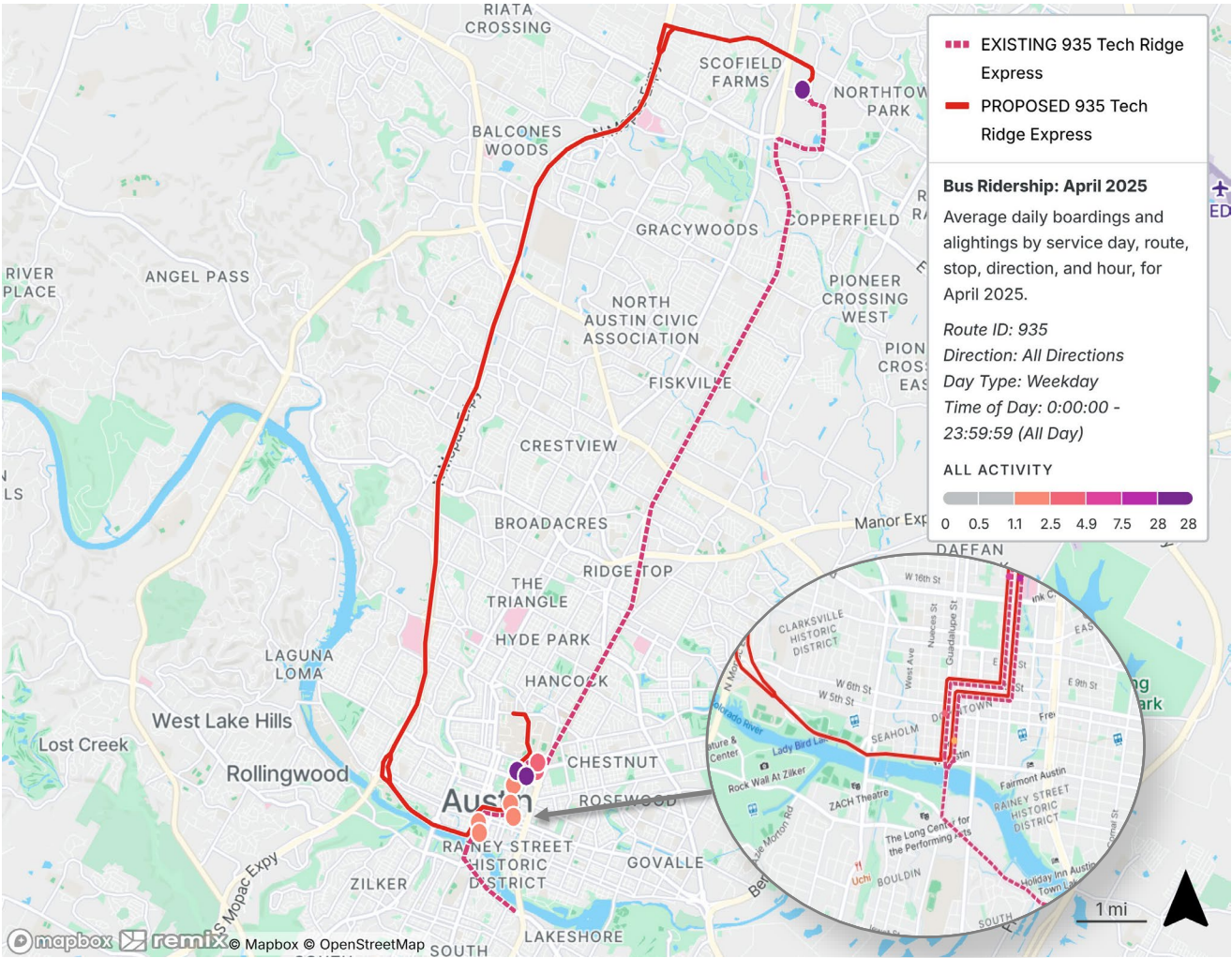


Realignment of Route 935 Tech Ridge Express

Central Texas is entering a multi-year phase of major infrastructure projects. In response, CapMetro has been managing daily operations with agility and strategic monitoring, while closely coordinating with regional partners to align timelines and reduce disruptions. To proactively address the expected traffic

impacts, CapMetro evaluated potential service adjustments and identified an opportunity to realign Route 935 Tech Ridge Express as shown in *Figure 3*.

Figure 3: Proposed Realignment of Route 935 Tech Ridge Express



The proposed change would shift non-stop service from IH-35 to MoPac and remove an unproductive segment along Riverside Drive (providing travel-time savings and operational efficiencies). The Riverside segment was originally designed to connect the Tech Ridge Park & Ride with the TxDOT Riverside campus. With the closure of the Riverside offices and relocation of staff to other sites, Route 935 ridership along Riverside has dropped to 0-1 average daily customers.

The travel-time savings aim to assist with transportation demand management and reduce emissions and congestion associated with IH-35 construction. This change was developed in collaboration with the City of Austin and other key stakeholders as part of an implementation item under the Climate Pollution Reduction Grants (CPRG). Additionally, CapMetro is evaluating minor schedule adjustments for this service change that would respond to potential congestion or capacity needs due to construction impacts.

Operations, Planning and Safety Committee **Item #:** AI-2025-1527

Agenda Date: 9/10/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with The Arcanum Group for Hexagon EAM Licensing and Support Renewal, with a base term of one (1) year and four (4) option years including optional ad-hoc service hours, for a total amount not to exceed amount of \$3,762,152.

FISCAL IMPACT:

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

STRATEGIC PLAN:

Strategic Goal Alignment:

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

EXPLANATION OF STRATEGIC ALIGNMENT: As part of our strategic commitment to fiscal responsibility and operational transparency, leveraging Hexagon EAM ensures clear visibility into asset performance and improves governance over maintenance operations and expenditures. This move supports our long-term objective to optimize asset investments, enhance operational oversight, and deliver reliable, high-quality services that meet the evolving needs of the organization.

BUSINESS CASE: To ensure ongoing operational efficiency, maximize asset lifespan, and provide proactive maintenance, the organization is committed to leveraging Hexagon EAM's comprehensive capabilities. This strategic utilization aims to streamline maintenance workflows, enhance data-driven decision-making, and improve the long-term reliability and performance of our critical assets.

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

EXECUTIVE SUMMARY: The CapMetro implementation of Hexagon EAM modernized asset management, to enhance tracking, maintenance, and overall operational efficiency of our extensive fleet and facilities. This strategic move, now undergoing continuous refinement through data remediation and program enhancements, aims to ensure fiscal responsibility, improve transparency, and deliver reliable, high-quality transit services.

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

PROCUREMENT: CapMetro will utilize the Texas Department of Information Resources (DIR), Contract Number DIR-CPO-4491, held by The Arcanum Group, Inc., for Software Products, Software as a Service (SaaS), and Enterprise Resource Planning (ERP) Software Modules Products and Services, to provide Hexagon EAM Licensing and Support Renewal.

DIR awarded contracts are made available for use by CapMetro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts and The Texas Interlocal Cooperation Act. Purchases made using DIR contracts satisfy otherwise applicable competitive bidding requirements.

Pricing for Hexagon EAM Licensing and Support Renewal was determined to be fair & reasonable by the DIR organization during its solicitation and award process. The following is The Arcanum Group's pricing one (1) base and four (4) option years, including optional ad-hoc services hours:

Item	Description	Pricing	
1	Base Year - Hexagon EAM License and Support Renewal	\$669,853.	
2	Option Year 1 - Hexagon EAM License and Support Renewal	\$669,853	
3	Option Year 2 - Hexagon EAM License and Support Renewal	\$703,364.	
4	Option Year 3 - Hexagon EAM License and Support Renewal	\$738,572.	
5	Option Year 4 - Hexagon EAM License and Support Renewal	\$775,478.	
6	Optional Add-Hoc Service Hours	\$205,032.	
Grand Total - Items 1 Through 6:		\$3,762,152.	

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1527

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors (and/or CapMetro Management) wish to provide clear visibility into the need to optimize asset investments, enhance operational oversight, and deliver reliable, high-quality services that meet the evolving needs of the organization; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors (and/or CapMetro Management) recognize the need to leverage Hexagon EAM as part of our strategic commitment to fiscal responsibility and operational transparency.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with The Arcanum Group for Hexagon EAM Licensing and Support Renewal, with a base term of one (1) year and four (4) option years including optional ad-hoc service hours, for a total amount not to exceed amount of \$3,762,152.

Date: _____

**Secretary of the Board
Becki Ross**

Operations, Planning and Safety Committee **Item #:** AI-2025-1572

Agenda Date: 9/10/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with GTS Technologies Solutions for Cervello licenses, for a term of three (3) years, in a total amount not to exceed \$757,896.

FISCAL IMPACT:

Refer to executive summary for clarification.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Our investment in Cervello allows us visibility into our vital & non-vital network for the following:

- Network Visibility
- Vulnerability Management
- Security misconfiguration and Threat detection
- Compliance monitoring as required by FTA
- Risk management & Reporting

BUSINESS CASE: CapMetro currently owns licenses for the Cervello application. We would like to renew the license and support of this system as this is one of the critical systems for monitoring our vital and non-vital networks from cybersecurity threats.

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

EXECUTIVE SUMMARY: The continued use of Cervello software allows CapMetro system and networks to be more secure and efficient by improving our visibility into our networks and providing preemptive threat detection. Funding for a one-year renewal is available in the FY26 Operating budget but there are significant cost savings for a three-year base term.

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

PROCUREMENT: CapMetro will utilize The Interlocal Purchasing System (TIPS) cooperative, Contract No. 230105, held by GTS Technology Solutions, Inc. for Technology Solutions Products and Services, to renew Cervello licensing for a term of three (3) years.

TIPS awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperation Contracts, and the Texas Interlocal Cooperation Act.

Purchases made using TIPS contracts satisfy otherwise applicable competitive bidding requirements. Pricing for Cervello licensing was determined to be fair and reasonable by the TIPS organization during its solicitation and award process.

The following is TIPS pricing provided by GTS Technology Solutions, Inc. for renewal of Cervello licensing for a term of three (3), from October 1, 2025, through September 30, 2028:

Description	Pricing
Cervello Licensing Renewal 3-Year Renewal	\$757,896.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1572

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors (and/or CapMetro Management) recognizes the need for visibility into our vital & non-vital networks for the vulnerability management, security misconfiguration and threat detection, compliance monitoring as required by FTA, and risk management and reporting.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with GTS Technologies Solutions for Cervello licenses, for a term of three (3) years, in a total amount not to exceed \$757,896.

Date: _____

**Secretary of the Board
Becki Ross**

Operations, Planning and Safety Committee **Item #:** AI-2025-1538

Agenda Date: 9/10/2025

SUBJECT:

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 \$1,555,551.

FISCAL IMPACT:

This action reimburses CapMetro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Through this ILA, CapMetro demonstrates regional leadership and implements service expansion opportunities through the operation of Round Rock's transit services. This ILA also supports implementation of the CapMetro Service Expansion Policy.

BUSINESS CASE: As part of CapMetro's Service Expansion Program, this ILA will reimburse CapMetro for operation of Round Rock's transit services.

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

EXECUTIVE SUMMARY: CapMetro operates Routes 50, 152 and 980 in the City of Round Rock. The City of Round Rock is outside the CapMetro service area and is a direct recipient of Federal Transit Administration Section 5307 grant funds. Provision of service shall be in accordance with the one-year ILA between CapMetro and the City of Round Rock, which reimburses CapMetro for all services provided.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1538

WHEREAS, the Capital Metropolitan Transportation Authority (“CapMetro”) Board of Directors and CapMetro management endeavor to be a valued community partner; and

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized 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 \$1,555,551.

Date: _____

**Secretary of the Board
Becki Ross**

**THIRD AMENDMENT
TO THE
INTERLOCAL AGREEMENT
FOR
TRANSIT SERVICES
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AND
THE CITY OF ROUND ROCK**

This Third Amendment (this “Amendment”) to the Interlocal Agreement is made by and between the City of Round Rock, a home rule city and municipal corporation, organized under Chapter 9 of the Local Government Code (the “City”) and Capital Metropolitan Transportation Authority (“CapMetro”), a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code. The City and CapMetro are referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

RECITALS

- a. CapMetro and the City entered into that certain interlocal agreement for contracted transit services effective as of October 4, 2022, as amended by that certain First Amendment to the Interlocal Agreement for Transit Services dated effective October 1, 2023, pursuant to which CapMetro provides local fixed route service within the City, commuter service to Austin and reverse commuter service to the City (the “Agreement”).
- b. The Parties desire to amend the Agreement as more particularly described herein to extend the term of the Agreement, add funds for the extended term, update the bus routes, vehicle hours and vehicle requirements for the extended term, and modify certain terms only as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Additional Term. Section 4 of the Agreement is hereby amended to extend the Term of the Agreement for an additional twelve-month period beginning on October 1, 2025, through September 30, 2026 (“FY2026”).
2. Fees for Transit Services. The amount of funding for the Transit Services for FY2026 shall not exceed \$1,555,551.00 as shown in **SFP-2 Schedule of Fees and Payments**, as amended below.
3. Fare Recovery. During FY2026, CapMetro will deduct the following amounts from each monthly invoice for fare recovery:

- a. For Bus Routes 50 (Round Rock), 152 (Round Rock Tech Ridge Limited) and 980 (North Mopac Express), CapMetro will deduct an amount equal to the product of: (i) the total cost of Transit Services provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro's actual fare recovery percentage for the invoiced month.
 - b. The monthly CapMetro fare recovery percentage will be calculated by dividing the total amount of actual fares collected for all Transit Services provided by CapMetro in the invoiced month, by the total amount of CapMetro's operation costs for the invoiced month.
4. Vehicle Hours. Section 2 of **SOS-1-Scope of Services** is revised to reflect that the Transit Services shall include three (3) bus routes: Bus Routes 50 (Round Rock), 152 (Round Rock Tech Ridge Limited) and 980 (North Mopac Express).

Vehicle hours for Route 980 (North MoPac Express) will be shared with CapMetro service from the Howard Station Park & Ride. The City is responsible only for the vehicle hours from Round Rock to Howard Station Park & Ride. CapMetro is responsible for vehicle hours from Howard Station Park & Ride to downtown Austin.

5. Vehicle Requirements. Pursuant to Section 3.1 of SOS-1-Scope of Services, the requirement for Bus Route 50 remains unchanged, with only one (1) peak vehicle designated as necessary for service operations.
6. Schedule of Fees and Payments. Attachment **SFP-2 Schedule of Fees and Payments** is amended by adding the following schedule of fees and payments for FY2026.

FY2026	Route 50/152	Route 980	Total
Annual Hours	7,565	778	
Hourly Operating Rate	\$175.31	\$159.53	
Total Annual Hourly Operating Cost	\$1,326,220	\$124,114	
Annual TAM	\$80,578	\$24,639	
Total Fixed Route Cost	\$1,406,798	\$148,753	\$1,555,551

*The estimated annual hours are subject to change.

7. Insurance. Attachment **INS-1 Insurance** is deleted in its entirety and replaced with **INS-2 Insurance** which is attached hereto and incorporated herein for all purposes.
8. Effect of Amendment. Except as expressly provided herein, all other provisions of the Agreement are incorporated into this Amendment, remain unchanged, are in

full force and effect, and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment neither Party waives or releases any default hereunder.

9. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined have the meanings assigned to them in the Agreement.
10. Entire Agreement. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.
11. Effective Date. This Amendment will be effective on the date of the last Party to sign.
12. Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.
13. Incorporation. The recitals set forth above and the attached exhibits are incorporated herein.
14. Counterparts; Electronic Signatures. This Amendment may be executed in any number of duplicate originals and each duplicate original will be deemed to be an original. This Amendment may be executed in any number of counterparts, each of which constitutes an original, and all the counterparts together constitute one and the same Amendment. Electronic copies of this Amendment and signatures thereon will have the same force, effect, and legal status as originals.

IN WITNESS WHEREOF, this Amendment is hereby accepted and agreed to by the following representatives of each Party who are duly authorized to bind the Parties:

Capital Metropolitan Transportation Authority

By: _____

Dottie Watkins

President & CEO

Date: _____

Approved as to form:

By: _____

Deputy Counsel

City of Round Rock

By: _____

Craig Morgan

Mayor

Date: _____

Approved as to form:

By: _____

City Attorney

INS-2 INSURANCE

CAPMETRO MINIMUM COVERAGE REQUIREMENTS FOR CONTRACTORS

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000 with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

All Coverages shall be listed on front of the certificate, and listing the

Contractor as the certificate holder and CapMetro and the City of Round Rock as additional insured.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000.

3. Workers' Compensation with Statutory limits.

4. Employer Liability Insurance with minimum limits of \$1,000,000. Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Permit.

5. Railroad Protection in the minimum amount of \$5,000,000 when construction activities (*e.g. excavation, demolition, utility installations, operation of cranes and other construction equipment that have the potential to enter the right-of-way...*) are within 50-feet of the nearest railroad track.

Note: Such policies of insurance and certificates shall provide (i) that CapMetro and the City of Round Rock is named as an additional insured, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by CapMetro or the City of Round Rock, (iii) a contractual waiver of subrogation where required by

written contract or agreement, and (iv) that CapMetro and the City of Round Rock shall receive notice of any cancellation of the policy.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.



Regional Transportation Agreements

September 10, 2025

Resolutions for Approval

- Regional ILA Agreements
 - City of Round Rock ILA
 - Travis County ILA
 - City of Georgetown ILA
- CARTS Supplements
 - Georgetown Supplement No. 9 Amendment 8
 - Pickup Manor Supplement No. 8 Amendment 8
 - Route 214 Supplement No. 2 Amendment 7
 - Route 990 Supplement No. 4 Amendment 7

Service Expansion Program

- The Service Expansion Policy adopted in June 2008 and revised in April 2014, reaffirmed in November 2022 defines five approaches for service to jurisdictions within the urbanized area that are not currently served by CapMetro.
- The Policy provides a process for distributing federal transit funding in the region (Section 5307 Funds) and implementing transit service.
- Jurisdictions within the urbanized area, but outside the CapMetro service area can participate.
- The program requires cities to first complete a Transit Development Plan (TDP) to identify transit service needs and assist in developing transit alternatives and financing.

City of Round Rock ILA

- Round Rock is a direct recipient of Section 5307 Funds
- This agreement is for an amount not to exceed \$1,555,551
- Routes include:
 - Route 50 – Round Rock
 - Route 152 – Round Rock Tech Ridge Limited
 - Route 980 – Round Rock – North MoPac Express

Travis County ILA

- The Interlocal Agreement funds:
 - Portions of Routes 233, 237, 271 and 318
 - Portions of Pickup Manor (Operated by CARTS)
 - Portions of Pickup Decker
 - This was approved by Commissioners Court on August 26

Local Funding Travis County	Section 5307 Funds	Estimated Fully Allocated Cost of Service FY26
\$1,430,055	\$351,057	\$1,781,112

City of Georgetown ILA

- The Interlocal Agreement funds:
 - Existing service includes Limited Paratransit and Senior Service
- CARTS operates service via contract with CapMetro

Local Funding – The City of Georgetown	Section 5307 Funds	Estimated Fully Allocated Cost of Service FY26
\$258,854	\$172,570	\$431,424

CARTS - Master Regional Mobility Agreement

- The Master Regional Mobility Agreement is between CapMetro and CARTS.
- CapMetro and CARTS collaborate to increase and enhance regional mobility in the region and the CARTS district. This addresses gaps in service that exist in the region and in the CARTS district.
- In each instance with respect to specific contracted services to be provide by CARTS for CapMetro the parties will enter into a supplement agreement.

CARTS Supplements

- CARTS operates the following services through supplements:

Regional Partners

- City of Georgetown service - \$410,886
- Pickup Manor (Partnership between CapMetro and Travis County) - \$1,506,390

CapMetro routes operated by CARTS

- Route 214 Northwest Feeder - \$766,780
- Route 990 Manor/Elgin Express - \$191,398

Resolutions for Approval

- Regional Agreements
 - City of Round Rock ILA
 - Travis County ILA
 - City of Georgetown ILA
- CARTS Supplements
 - Georgetown Supplement No. 9 Amendment 8
 - Manor Pickup Supplement No. 8 Amendment 8
 - Route 214 Supplement No. 2 Amendment 7
 - Route 990 Supplement No. 4 Amendment 7

CapMetro

Thank you!

Operations, Planning and Safety Committee **Item #:** AI-2025-1537

Agenda Date: 9/10/2025

SUBJECT:

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 unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$351,057 in FTA Section 5307 Funds and \$1,430,055 in local funds from Travis County in FY2026.

FISCAL IMPACT:

This action reimburses CapMetro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This project will help CapMetro lead public transportation and development by sharing FTA Section 5307 grant funds with Travis County for the implementation of the Travis County Transit Development Plan which will expand transit service into the urbanized unincorporated areas of the county.

BUSINESS CASE: Travis County is participating in the CapMetro Service Expansion Program, which provides Travis County in FY26 with up to \$351,057 in FTA Section 5307 Funds for transit projects. This ILA defines the parameters for the use of federal funds.

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

EXECUTIVE SUMMARY: Travis County is participating in the CapMetro Service Expansion Program. This program provides a portion of FTA Section 5307 funding to areas that are urbanized but are outside the CapMetro service area. Based on the unincorporated urbanized area population, Travis County has \$351,057 in federal transit funding available in FY26 to apply to transit planning or service-related costs through this program. To access the federal funds, Travis County completed and updated a Transit Development Plan, or TDP, per the guidelines of the Service Expansion Policy. Current projects include, but not limited to, continued funding of the urbanized unincorporated portions of Route 233, Route 237, Route 271, Route 318, Pickup

Manor, and Pickup Decker service.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1537

WHEREAS, the Capital Metropolitan Transportation Authority (“CapMetro”) Board of Directors and CapMetro management endeavor to build strong community partnerships that further CapMetro’s mission and vision; and

WHEREAS, the CapMetro Board of Directors and CapMetro management recognize the need to build ridership and increase market share of alternate transit use.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a one-year Interlocal Agreement with Travis County for transit services in urbanized unincorporated areas of the county and for continued implementation of the Travis County Transit Development Plan in an amount not to exceed \$351,057 in FTA Section 5307 Funds and \$1,430,055 in local funds from Travis County in FY2026.

**Secretary of the Board
Becki Ross**

Date: _____

**INTERLOCAL AGREEMENT
BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
TRAVIS COUNTY
FOR
TRANSIT SERVICES IN URBANIZED UNINCORPORATED AREAS OF THE
COUNTY
AND
FOR IMPLEMENTATION OF THE
TRAVIS COUNTY TRANSIT DEVELOPMENT PLAN**

This Interlocal Agreement (“**Agreement**”) is made and entered into by and between Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas organized under Texas Transportation Code Chapter 451 (“**CapMetro**”) and Travis County, a political subdivision of the State of Texas (“**Travis County**”). CapMetro and Travis County are referred to in this Agreement collectively as the “Parties” and independently as a “Party”.

I. Contracting Parties:

The Receiving Agency: Travis County (“Travis County”)
 P.O. Box 1748
 Austin, TX 78767

The Performing Agency: Capital Metropolitan Transportation Authority
 (“CapMetro”)
 3100 E. 5th Street
 Austin, TX 78702

II. Recitals:

- a. CapMetro is a political subdivision of the State of Texas responsible for providing mass transit service within the City of Austin, and the surrounding communities of Leander, Lago Vista, Jonestown, Manor, San Leanna, and Point Venture, as well as the unincorporated area of Travis County within Commissioner Precinct 2 (boundaries as of date of agreement joining CapMetro) and the Anderson Mill area of Williamson County.
- b. Texas Transportation Code, Section 451.056, grants CapMetro the authority to contract with a municipality, county, or other political subdivision to provide public transportation services outside of its service area.
- c. A Service Expansion Policy, approved by CapMetro’s Board of Directors in June 2008, amended in April 2014, reaffirmed in November 2022, and endorsed by the Capital Area Metropolitan Planning Organization

(CAMPO) in June 2014, defines the approaches for CapMetro to partner with cities and counties that are not currently a part of CapMetro's service area.

- d. One such approach is a contract for service whereby CapMetro provides service through an interlocal agreement with the jurisdiction. The jurisdiction pays the cost of service, with a credit given to the jurisdiction for Section 5307 eligible expenses.
- e. Since July 2015, CapMetro and Travis County have entered into annual interlocal agreements for CapMetro to provide transit services to areas of Travis County that are outside of CapMetro's service area in accordance with CapMetro's Service Expansion Program and utilizing Travis County's allocation of Section 5307 grant funds.
- f. On October 24, 2023, Travis County, updated its Transit Development Plan which was adopted by the Travis County Commissioners Court on July 10, 2018 ("TDP").
- g. The TDP recommends implementation of additional transit service in urbanized unincorporated portions of Travis County that are eligible for Section 5307 Funds.
- h. The Parties agree that continuing to provide transit services in the unincorporated urbanized areas of Travis County facilitates the movement of people, goods, and services in Travis County, and benefits the residents of Travis County, including residents who have low to moderate income and are dependent on transit in order to access basic goods and services.

III. Services: The Parties will work together to perform the following services (collectively, the "**Services**"):

- a. CapMetro agrees to provide and operate bus services ("**Bus Services**") for the following bus routes to serve portions of Travis County that are outside of CapMetro's service area (collectively, the "**Bus Routes**"):
 - 1. Route 233 (Decker/Daffan Ln., also known as Far Northeast Feeder Route);
 - 2. Route 237 (Northeast Feeder Route);
 - 3. Route 271 (Del Valle Feeder);
 - 4. Route 318 (Westgate/Slaughter);
 - 5. Pickup Manor
 - 6. Pickup Decker
- b. CapMetro will provide written notification to Travis County of any planned Bus Route and/or Pickup service addition, extension, discontinuation, or change, including the reasons for the change and the effective date of the change.

- c. The balance of Section 5307 Funds not used for paying the cost of the Services described in Section III.a. above, if any, will be used for paying the costs of the implementation of the Travis County TDP that are eligible for FTA Section 5307 Funds for Fiscal Year (FY) 2026 (October 1, 2025 – September 30, 2026) (“**TDP Services**”):
 - 1. Capital costs, including planning studies, bus stop amenities, bus stop relocations, public engagement, and other eligible costs for TDP implementation.
 - 2. Additional bus stops, additional bus routes, increased frequency of bus services, route extensions, and other services or programs identified by Travis County in the TDP.
- d. As with all CapMetro services, passengers accessing the Services will be allowed access to all other fixed routes and rail services, provided that they pay the appropriate fares charged by CapMetro.
- e. CapMetro may provide the Services through a third-party service provider.
- f. All public relations related to the Services will be coordinated through the CapMetro Public Information Office.
- g. CapMetro will monitor ridership on the Services and email ridership reports for each bus route to Travis County Transportation and Natural Resources staff on a monthly basis.
- h. CapMetro and Travis County staff will meet at least quarterly to review performance and coordinate on any modification to the bus routes.

IV. Financial Terms:

- a. Federal Urbanized Area Formula Funding program funds for Services eligible under Section 5307 (“Section 5307 Funds”). Total Section 5307 Funds allocated for the Services shall not exceed \$351,057.00 for FY 2026.
- b. Local Funds. For FY 2026, Travis County will provide local funds, in an amount that shall not exceed \$1,430,055.00 unless the Travis County Commissioners Court specifically authorizes additional funding for this Agreement. Subject to the County’s total not-to-exceed contribution limit of \$1,430,055.00 for this Agreement:
 - 1. Travis County will provide a match of 60 percent of the cost of the Bus Services and the operational costs described in Section III.c.2. above.
 - 2. Travis County will provide a match of 20 percent of the cost of the capital costs described in Section III.c.1. above.

3. Travis County will be responsible for 100 percent of the costs for Services after the Section 5307 Funds expenditure balance is exhausted.
- c. Fare Recovery. CapMetro will deduct the following amounts from each monthly invoice:
1. For Bus Routes 233 (Decker/Daffan Ln also known as Far Northeast Feeder), 237 (Northeast Feeder), 271 (Del Valle Feeder) and 318 (Westgate/Slaughter), CapMetro will deduct an amount equal to the product of (i) the total cost of Services for Bus Routes 233 (Decker/Daffan Ln also known as Far Northeast Feeder), 237 (Northeast Feeder), 271 (Del Valle Feeder) and 318 (Westgate/Slaughter) provided by CapMetro under this Agreement for the invoiced month and (ii) CapMetro's actual fare recovery percentage for the invoiced month. The monthly CapMetro fare recovery percentage will be calculated by dividing the total amount of actual fares collected for all transit services provided by CapMetro in the invoiced month, by the total amount of CapMetro's operation costs for the invoiced month.
 2. For Pickup Manor and Pickup Decker service for this Agreement (the "**Pickup Services**"), CapMetro will deduct from each monthly invoice an amount equal to the product of: (i) 25 percent of the total numbers of customers utilizing the Pickup Manor Services for the invoiced month and 26.9 percent of the total numbers of customers utilizing the Pickup Decker Services for the invoiced month; and (ii) the revenue collected by CapMetro for each such customer. As of the Effective Date of the Agreement, CapMetro collects \$0.50 in revenue per customer, but such amount is subject to change based on various factors, including fare adjustments.
 3. Fare recovery is subject to change based on various factors including fare adjustments and service adjustments, including service area adjustments. CapMetro will provide written notification to Travis County of any such change, including the reasons for the change and the effective date of the change.
- d. CapMetro will submit a "correct and complete" monthly invoice as described in Section IV.e. to Travis County for the Services performed in the previous month in an amount equal to any costs incurred by CapMetro for the Services performed that exceed the eligible Section 5307 Funds available for those Services, less the fare recovery amounts set forth in Section IV.c above. Travis

County will make payments under this Agreement in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code).

- e. In order to be considered “correct and complete,” an invoice must include at least the following information:
 - 1. Name, address, and telephone number of CapMetro and similar information in the event payment is to be made to a different address,
 - 2. The name of this Agreement,
 - 3. Identification of items or Services as outlined in the Agreement, and
 - 4. Any additional payment information which may be called for by this Agreement or that is required by the Travis County Auditor’s Office.
- f. Each invoice must be submitted to the following address:

Travis County Transportation and Natural Resources Department
Attention: Financial Services
P.O. Box 1748
Austin, TX 78767
- g. No other charges, expenses, contributions, recoupments, or charge backs shall be due from or paid by Travis County in the performance of this Agreement. Notwithstanding any provision to the contrary, Travis County will not pay for any Services until after the Services have been satisfactorily provided and Travis County has received a correct and complete invoice.
- h. Travis County is responsible for tracking invoices and the Section 5307 Funds expenditure balance. Travis County and CapMetro will meet quarterly to review invoices and the Section 5307 Funds expenditure balance.

V. Insurance. CapMetro shall have standard insurance sufficient to cover the needs of CapMetro and/or its third-party service providers (“Subcontractor”) pursuant to applicable generally accepted business standards. Prior to commencing work under this Agreement, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. CapMetro shall forward a copy of the Certificate of Insurance to the County immediately upon execution of this Contract. CapMetro shall require each of its third-party service providers to maintain at least the minimum amounts of insurance and coverages set forth in **Exhibit “A”** attached to this Agreement.

VI. Term of the Agreement:

This Agreement shall take effect on October 1, 2025 (“**Effective Date**”) and terminates September 30, 2026.

VII. Default:

A Party shall be in default under this Agreement if that Party fails to fully, timely and faithfully perform any of its material obligations under the Agreement.

VIII. Miscellaneous:

a. Cooperation

The Parties will reasonably cooperate with the other in furtherance of the objectives of this Agreement.

b. Force Majeure

In the event that the performance by a Party of any of its obligations or undertakings hereunder shall be interrupted or delayed 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 commotion, sovereign conduct, pandemic, or the act or conduct of any person or persons not a party or privy hereto, then the Party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

c. Notice

Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

RECEIVING PARTY: The Honorable Andy Brown (or his successor)
Travis County Judge
P.O. Box 1748
Austin, TX 78767
Attn: Travis County Judge

WITH A COPY TO: Cynthia McDonald (or her successor)
Transportation and Natural Resources County
Executive
P.O. Box 1748
Austin, TX 78767

Delia Garza (or her successor)
Travis County Attorney
P.O. Box 1748
Austin, TX 78767
Attention: File Number 356.693

AND TO: C.W. Bruner, PMP, CPPB (or his successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, TX 78767

PERFORMING PARTY: Dottie Watkins
President & CEO
CapMetro
3100 E. 5th Street
Austin, TX 78702

WITH A COPY TO: Chief Counsel
CapMetro
3100 E. 5th Street
Austin, TX 78702

d. Entire Agreement

The recitals set forth above are incorporated herein. This Agreement contains 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 respecting the subject of this Agreement. The recitals set forth above are incorporated herein.

e. Modification

This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of CapMetro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by CapMetro's Board of Directors or as otherwise provided in this Agreement. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas.

Notwithstanding the foregoing, CapMetro's President & CEO will have the authority to negotiate and execute amendments to this Agreement on behalf of CapMetro without further action from the CapMetro Board of Directors, but only to the extent necessary to implement and further the clear intent of the CapMetro Board of Directors' approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code.

f. 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 shall 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.

g. Inspection of Books and Records

- (1) The Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review, inspection, and reproduction at their respective office during the period that this Agreement is in effect and for four years after the Agreement is terminated or until any impending litigation or claims are resolved, whichever is later.
- (2) CapMetro and Travis County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires CapMetro or Travis County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

h. Current Funds

The Party or Parties paying for the performance or governmental functions or services shall make payments therefor from current revenues available to the paying party.

i. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

j. Interpretation

In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.

k. Application of Law

This Agreement is governed by the laws of the State of Texas.

l. Mediation

If mediation is acceptable to both Parties in resolving a dispute arising under this Agreement, the Parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless 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 are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

m. Third Party Rights Not Created

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a Party to this Agreement.

n. Counterparts

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures in this Agreement.

o. Sovereign Immunity

By execution of this Agreement, neither Party waives or relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

p. Contract Authority

This Agreement is entered into between the Parties shown below pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

q. Taxpayer Identification

CapMetro shall provide Travis County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Code and its rules and regulations before any funds are payable.

r. Survival

Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

Each of the signatories to this Agreement represents and warrants that he or she is duly authorized to sign this in the capacity indicated to be effective as of the Effective Date.

[Signature page follows]

PERFORMING AGENCY
Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
President & CEO
CapMetro

Signature Date: _____

Approved as to Form

By: _____
CapMetro Legal Department

RECEIVING AGENCY
Travis County, Texas

By: _____
Andy Brown
County Judge

Signature Date: _____

[FY26 Interlocal agreement between CapMetro and Travis County for transit services in urbanized areas and to implement Travis County Transit Development Plan]

Exhibit “A” Insurance Coverage

CAPMETRO MINIMUM COVERAGE REQUIREMENTS FOR CONTRACTORS

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000 with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed)

Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

All Coverages shall be listed on front of the certificate, and listing the Contractor as the certificate holder and CapMetro and Travis County, a political subdivision of the State of Texas, as additional insureds.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000.

3. Workers’ Compensation with Statutory limits.

4. Employer Liability Insurance with minimum limits of \$1,000,000. Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Permit.

5. Railroad Protection in the minimum amount of \$5,000,000 when construction activities (*e.g. excavation, demolition, utility installations, operation of cranes and other construction equipment that have the potential to enter the right-of-way...*) are within 50-feet of the nearest railroad track.

Note: Such policies of insurance and certificates shall provide (i) that CapMetro and Travis County, a political subdivision of the State of Texas, are named as additional insureds, (ii) that the named insured’s insurance is primary and non-contributory with any insurance maintained by CapMetro and Travis County, a political subdivision of the State of Texas, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that CapMetro and Travis County, a political subdivision of the State of Texas, shall receive notice of any cancellation of the policy.

All insurance policies shall be written by reputable insurance company or companies acceptable to CapMetro and Travis County, a political subdivision of the State of Texas,

with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

Operations, Planning and Safety Committee **Item #:** AI-2025-1536

Agenda Date: 9/10/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the City of Georgetown for the operation of limited paratransit and senior service in Fiscal Year 2026 for an amount not to exceed \$172,570 in Federal Transit Administration Section 5307 Funds and \$258,854 in local funds from the City of Georgetown.

FISCAL IMPACT:

This action reimburses CapMetro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This ILA will provide limited paratransit and senior service in the City of Georgetown made possible by sharing FTA Section 5307 funds with the City of Georgetown through the CapMetro Service Expansion Program. The Services were recommended as part of the Georgetown Transit Development Plan, which was developed in accordance with the CapMetro Service Expansion Policy.

BUSINESS CASE: As the FTA Designated Recipient for the Urbanized Area Formula Funding program (49 U.S.C. 5307) for the Austin Urbanized Area, CapMetro is responsible for allocating Section 5307 funds within the urbanized area. The 2020 Census designated Georgetown as part of the Austin Urbanized Area, and the City desires to use Section 5307 funds to support limited paratransit and senior service. Georgetown has met all the requirements to participate in the Service Expansion Program.

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

EXECUTIVE SUMMARY: Through the CapMetro Service Expansion Program, the City of Georgetown uses a combination of FTA Section 5307 funds and local funds to pay 100 percent of the cost for transit service operated in the City. To use the FTA Section 5307 Funds, the City completed and adopted a Transit Development Plan (TDP) in 2016 and updated it in 2024 in compliance with the CapMetro Service Expansion Policy. Service is operated by CARTS through the CARTS and CapMetro Regional Mobility Agreement, which is

presented in a separate agenda item. Approval of this ILA will provide for the City of Georgetown Limited Paratransit and Senior Service for Fiscal Year 2026.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1536

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

WHEREAS, the CapMetro Board of Directors and CapMetro management recognize the need to partner with local jurisdictions seeking transit services.

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 City of Georgetown for operation of Limited Paratransit and Senior Service for Fiscal Year 2026 for an amount not to exceed \$172,570 in FTA Section 5307 funds and \$258,854 in local funds from the City of Georgetown.

**Secretary of the Board
Becki Ross**

Date: _____

INTERLOCAL AGREEMENT
BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF GEORGETOWN
(Limited Paratransit and Senior Services)

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

RECITALS

WHEREAS, City desires to partner with CapMetro to obtain transit services within the area as more particularly described and shown in **Exhibit "D"** (the "Service Area") for eligible City residents and eligible visitors defined by physical or functional disability and persons age 65 or older ("Limited Paratransit and Senior Service" or "Service"); and

WHEREAS, CapMetro desires to provide the Limited Paratransit and Senior Service to the City; and,

WHEREAS, the Limited Paratransit and Senior Service will be funded by Federal Transit Administration ("FTA") funding under the Urbanized Area Formula Funding program, 49 U.S.C. 5307 ("Section 5307"); and,

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

AGREEMENT

1. **Services**. CapMetro will provide Limited Paratransit and Senior Service within the Service Area as described in the Scope of Services attached as **Exhibit "A"** to this Agreement (the "Services"). CapMetro will contract with the Capital Area Rural Transportation System or other transportation provider mutually agreed upon by the Parties (the "Third Party Service Provider") to perform the Services. The City grants CapMetro and the Third Party Service Provider the right to use the City's streets to provide the Services for the term of this Agreement.

2. **Term.** This Agreement shall be effective upon signature of the last party to sign this Agreement ("Effective Date") and shall terminate on September 30, 2026, unless terminated for cause or convenience prior to the expiration date ("Term").
3. **Fees.** During the Term, the fees for Services (collectively, the "Fees") shall not exceed the following amounts:
 - a) \$172,570 in FTA Section 5307 funds and \$258,854 in corresponding local match funds from the City, which shall be based on the vehicle weekday hours and hourly rates set forth in **Exhibit "B"**.
 - b) The City will be responsible for 100 percent of the costs for any Services provided after the FTA Section 5307 funds expenditure balance is exhausted. The City is responsible for tracking invoices and FTA Section 5307 funds expenditure balance. The City and CapMetro will meet quarterly to review invoices and the FTA Section 5307 funds expenditure balance.
4. **Invoicing and Payment.**
 - a) The City shall pay CapMetro for Services provided pursuant to this Agreement in accordance with rates set forth in **Exhibit "B"** of this Agreement.
 - b) Invoices may be submitted once per month and submitted to the attention of:

City of Georgetown
Finance Department
P.O. Box 409
Georgetown, TX 78627
 - c) Upon CapMetro's submission of proper invoices, payments will be processed in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.
5. **Insurance.** CapMetro shall require its Third Party Service Provider to maintain at least the minimum amounts of insurance and coverages set forth in **Exhibit "C"** attached to this Agreement.
6. **Independent Contractor.** CapMetro's relationship to the City in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall at all times be under CapMetro's exclusive direction and control and shall be employees or subcontractors of CapMetro and not employees of the City. There shall be no contractual relationship between any subcontractor or supplier of CapMetro and the City by virtue of this Agreement. CapMetro shall pay wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations

respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.

7. **Standards of Performance.** CapMetro shall perform Services hereunder in compliance with all applicable federal, state, and local laws and regulations. CapMetro shall use only licensed personnel to perform work required by law to be performed by such personnel.
8. **Licenses and Permits.** CapMetro shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of Services to be provided under this Agreement including, but not limited to, any laws or regulations requiring the use of licensed subcontractors to perform parts of the work.
9. **Notice of Labor Disputes.** If CapMetro has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, CapMetro immediately shall give notice, including all relevant information, to the City.
10. **Excusable Delays.** Except for defaults of subcontractors, CapMetro shall not be in default because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of CapMetro. Examples of these causes are: acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of CapMetro.
11. **Termination for Convenience.** A party may, whenever the interests of that Party so require, terminate this Agreement, in whole or in part, for the convenience of that Party. Such Party shall give ninety (90) days' prior written notice of the termination to the other Party specifying the part of the Agreement terminated and when such termination becomes effective shall incur no further obligations in connection with the Services so terminated, and, on the date set forth in the notice of termination, CapMetro will stop the Services to the extent specified; provided, any such termination must align with CapMetro's three (3) yearly service changes, which occur in January, June, and August. Notwithstanding the foregoing, either Party may terminate at any time in the event federal funds are withdrawn, terminated, or canceled by the FTA or a successor agency. In the event of such a termination, the terminating Party shall give the other Party written notice of the termination specifying the part of the Agreement terminated and when such termination becomes effective. On the date set forth in the notice of termination, CapMetro will stop the Services to the extent specified.
12. **Equal Employment Opportunity.** In connection with the execution of this Agreement, CapMetro shall not discriminate against any employee or applicant for employment

because of race, religion, color, sexual orientation, sex, age, national origin, or disability. CapMetro shall take affirmative action to ensure that applicants and employees are treated fairly without regard to their race, religion, color, sexual orientation, sex, age national origin, or ability. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13. Federal Funding.

- a) The Parties intend to use federal funds to meet a portion of the financial obligations under this Agreement. In recognition of this fact, the Parties agree to conduct all procurements, maintain all records, and otherwise conduct their activities under this Agreement to ensure compliance with all applicable federal statutes, regulations, policies, and Agreement requirements necessary to obtain and expend anticipated federal funds and reimbursements, including but not limited to the requirements of 49 C.F.R. section 18.36.
- b) The Parties will specifically comply with the federal contracting requirements as set forth in the 2025 Federal Transit Administration Master Agreement (“**Master Agreement**”), which may be accessed at the following link: <https://www.transit.dot.gov/sites/fta.dot.gov/files/2025-04/FTA-Master-Agreement-v33-04-25-2025.pdf>. In doing so, the Parties will require compliance with the applicable federal contracting provisions in all of their contracts and subcontracts related to the Services. In their contracting processes, the Parties will solicit proposals or bids for all of the contracts in accordance with applicable federal, state and local laws, rules, regulations, and funding requirements.

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

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

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

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

16. Liability and Limitation of Liability.

- a) To the extent allowed by Texas law, the Parties agree that each Party is responsible, to the exclusion of any such responsibility of the other Party, for its own proportionate share of liability for its and its employees', subcontractors', and agents' negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.
- b) In no event shall either Party, their respective officers, directors, agents, or employees be liable in contract or tort, to the other party (or its subcontractors) for special, indirect, incidental, or consequential damages, resulting from the performance, nonperformance, or delay in performance of their obligations under this Agreement. This limitation of liability shall not apply to intentional tort or fraud.

17. Assignment. This Agreement shall be binding upon the parties, their successors, and assignees; provided, however, that neither Party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective.

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

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

20. Incorporation by Reference. Incorporated by reference the same, as if specifically written herein are the rules, regulations, and all other requirements imposed by the law, including but not limited to compliance with those applicable rules and

regulations of the State of Texas and federal government, all of which shall apply to the performance of the Services under this Agreement.

21. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal or unenforceable for any reason, such as invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be constructed as severable from the remainder of this Agreement and shall not affect the validity of all other provisions of this Agreement, which shall remain of full force and effect.
22. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
23. **Notices.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered in person or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the City or CapMetro, as the case may be, at the addresses set forth below. Notice given by any other manner shall be deemed effective only if and when received by the Party to be notified. A Party may change its address for notice by written notice to the other Party as herein provided.

If to City:

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

With copy to:

Skye Masson, City Attorney
City of Georgetown
P.O. Box 409
Georgetown, TX 78627

If to CapMetro:

Sharmila Mukherjee, EVP Planning and Development
Capital Metropolitan Transportation Authority
3100 E. 5th Street
Austin, TX 78702

With copy to:

Capital Metropolitan Transportation Authority
3100 E. 5th Street
Austin, TX 78702
ATTN: Chief Counsel

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

- 24. Performance.** The failure of a Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- 25. No Waiver.** The Parties to this Agreement are governmental entities under state law and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
- 26. Amendment.** Except as provided in subsection a, this Agreement may be amended only in writing by an instrument signed by an authorized representative of CapMetro and the City. The City Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action of the Georgetown City Council and CapMetro's Board of Directors' approval, but only to the extent necessary to implement and further the clear intent of the respective governing boards approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.
- a) Amendments to Service Area: The City Manager and the CapMetro President & CEO, or their designees, may agree in a signed writing to amend the Service Area as long as the cost of the Services do not increase. The Parties recognize that changes to the Service Area constitute a service change. The City's decision to effectuate a service change must be based on a review of ridership and an overall cost benefit analysis of the Agreement. The City must also undertake outreach efforts to the public regarding the proposed service change, including gathering public comments, of which may potentially include expressed concern and objection to the elimination of any services provided in the impacted Service Area. The City must consider the comments and potential impact to the affected segments of the population and ultimately determine if the service change is in the best interest of the City and the general public at the time. Documentation of these efforts and reviews must be provided to CapMetro prior to executing any amendment under this

subsection. The City must provide written notice of the proposed service change to CapMetro and CARTS, and, at a minimum, a written or verbal notice by phone to the impacted customers 30 days before the date service changes are implemented.

27. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties pertaining to the subject matter herein.
28. **Current Revenues.** All monies paid by the Parties under this Agreement will be paid from current revenues available to the paying Party.
29. **Appropriation of Funds.** The obligations of the City under this Agreement to make payments to CapMetro are subject to appropriation by the City of funds that are lawfully available to be applied for such purpose. If City fails to make such an appropriation prior to a fiscal period of City for the payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. If feasible, the City shall deliver notice to CapMetro of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement.
30. **Survivability.** The provisions of Sections 14 through 16 shall survive the termination, expiration, or non-renewal of this Agreement.
31. **Exhibits.** The following exhibits are incorporated herein by reference:
 - A. Scope of Services
 - B. Fees
 - C. Insurance
 - D. Service Area

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

**Capital Metropolitan Transportation
Authority**

By: _____
Dottie Watkins
President & CEO

Date: _____

Approved as to Form:

By: _____
Ayeola Williams
Deputy Counsel

City of Georgetown

By: _____
Josh Schroeder:
Mayor, City of Georgetown

Date: _____

Attest:

By: _____
Robyn Densmore
City Secretary

Approved as to Form:

By: _____
Skye Masson
City Attorney

Exhibit A – Scope of Services

1. GENERAL PURPOSE

This Scope of Services documents the requirements related to the operation of Limited Paratransit and Senior Service operated by a Third Party Service Provider through a contract with CapMetro for the City:

- 1.1. CapMetro through its Third Party Service Provider shall provide an operationally dependable vehicle service for passenger use, equipped for passenger comfort in a cost-effective manner, and continually maintained and operated in a safe condition as described herein.
- 1.2. CapMetro through its Third Party Service Provider shall furnish all supervision, personnel, passenger vehicles, fuel, materials, supplies, storage and maintenance facilities, tools, equipment, insurance, and incidentals as required to perform an operationally dependable public transportation service.
- 1.3. Third Party Service Provider shall provide reservation and dispatch services in response to reservations made by customers or their agents through the Third Party Service Provider's reservation system.

2. DESCRIPTION OF SERVICE

- 2.1 The Services consist of transit services within the Service Area for eligible City residents and eligible visitors defined by physical or functional disability and persons age 65 or older (the "Limited Paratransit and Senior Service").
- 2.2 Limited Paratransit and Senior Service eligibility and scheduling shall be completed by Third Party Service Provider through written or verbal communication with the customer. The Limited Paratransit Service eligibility is based on the application attached hereto as **Attachment 1**. The Senior Service eligibility shall be completed through an intake form by verifying customer eligibility through written or verbal communication with the customer. The Limited Paratransit Service eligibility application and Senior Service intake form may be revised from time to time subject to written approval from the City.
- 2.3 Eligible customers are required to follow the Code of Conduct and policies listed within the Georgetown Limited Paratransit and Senior Service Rider's Manual.

3. SERVICE PERIOD

The Limited Paratransit and Senior Service will operate weekdays from approximately 7:00 a.m. to 7:00 p.m. The Third Party Service Provider will not provide service on Third Party Service Provider's holidays.

4. VEHICLE REQUIREMENTS

Up to two (2) vehicles are required for Limited Paratransit and Senior Service. Vehicle hours may be adjusted by mutual agreement of the Parties based on customer demand.

The vehicles shall be accessible and capable of transporting at least twelve (12) seated persons.

5. VEHICLE HOURS

Vehicle hours are:

- Estimated Total Daily Weekday Hours = 17.9
- Estimated Total Annual Weekday Hours = 4,494
- Total Annual Weekday Hours to be utilized as necessary to meet customer demand is 4,494

6. VEHICLES

- 6.1. The vehicles shall have adequate heating and air conditioning; two-way radios, not on citizen band frequency; fare box; adequate interior lighting; interior and exterior signage; bicycle racks; and padded, comfortable seating for passengers. All vehicles shall be wheelchair accessible and capable of handling two (2) wheelchair positions.
- 6.2. Vehicles shall have illuminated destination signs that are highly visible and in compliance with ADA regulations.
- 6.3. Vehicles shall be equipped with passenger notice holders, and passenger discharge bells.
- 6.4. Vehicle bodies, frames, and components shall be in sound condition, and free of all damage. Vehicles shall comply with safety and mechanical standards of all state, federal and local governments. All mechanical, electrical, and hydraulic securement systems shall be maintained in proper working condition at all times.
- 6.5. All vehicles shall be equipped to permit inward and outward wheelchair boarding. Ramps and lifts will comply with ADA standards. Securement for mobility devices

shall consist of four (4) securement belts. Additionally, a lap belt will be provided, if desired by the customer.

- 6.6. The vehicles' air conditioning system shall be of sufficient size and capacity to maintain an inside constant temperature of 75 degrees Fahrenheit throughout the vehicle, regardless of outside temperature and relative humidity. The heating system shall have proportional controls and be of sufficient capacity to maintain an inside constant temperature of 70 degrees Fahrenheit throughout the vehicle regardless of outside temperatures.
- 6.7. All vehicles operated by the Third Party Service Provider shall be painted in accordance with the CapMetro's graphic program.
- 6.8. Vehicles may support graphic content that identifies the Service when operating within Georgetown. Additional vehicle hour cost for graphic installation incurred by the Third Party Service Provider shall be reimbursed by City to the Third Party Service Provider.

7. EQUIPMENT CONDITION

- 7.1. The Third Party Service Provider shall maintain each bus in a clean condition throughout, both interior and exterior, at all times that the bus is in service for the City. All buses must be swept, mopped, interiors wiped down (i.e., dashboards, stanchions, bars, etc.).
- 7.2. All vehicles placed into revenue service shall have all safety items fully operational (i.e., lights, brakes, horn, tires, etc.).
- 7.3. Spare vehicles shall be available to replace any vehicle that may become disabled or otherwise unavailable for operations.
- 7.4. The Third Party Service Provider shall ensure regular and frequent maintenance checks of bus lifts and ramps and will keep all lifts and ramps are in good running condition.

8. REPORTING

- 8.1. CapMetro shall submit system information to the National Transit Database ("NTD") and FTA, as required by FTA Section 5307.
- 8.2. CapMetro shall submit ridership, on-time performance and number of applications received/approved/denied to the City on a monthly basis in a format mutually agreed to by both Parties.

9. TRAINING

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

9.1.1. Defensive Driving

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

9.1.3. Route specific training

9.1.4. Ongoing refresher training

10. PERSONNEL

10.1. CapMetro's Third Party Service Provider shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the Services.

10.2. CapMetro's Third Party Service Provider shall employ a supervisor to monitor the Services. Such supervision shall also include responses to and investigation of all accidents.

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

11. FARE COLLECTION

11.1. CapMetro or CapMetro's Third Party Service Provider shall collect all fare revenue.

11.2. The amount of fares collected will be documented on the City's monthly invoice and deducted from the cost of service.

11.3. CapMetro's Third Party Service Provider shall provide the City with fare media for the Service.

12. MARKETING AND PUBLIC RELATIONS

12.1 Third Party Service Provider will coordinate on all applicable schedules, maps and other printed materials required for marketing the Service. The Third Party Service Provider shall distribute CapMetro customer notices. The City shall also coordinate to distribute appropriate materials for services that benefit customers of each service, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects. The City and CapMetro shall be the exclusive public media spokespeople in connection with the Contracted Service. The City is responsible for updating and maintaining the GoGeo webpages.

12.2 Except as provided in Section 12.1, marketing material for the Service shall be the responsibility of the City.

Remainder of page intentionally left blank.

Attachment 1 to Scope of Services

Eligibility Application



Limited Paratransit Eligibility Application



GoGeo provides Limited Paratransit Service to eligible residents and visitors in the City of Georgetown. This service provides rides to points within the Service Area. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with CapMetro.

Transportation services are accessed by completing this application and being certified through CARTS, or if you are visiting from another area, by providing documentation of ADA certification from a transportation service in another area of the country.

Who Should Apply for Limited Paratransit Services?

People with mobility impairments due to visual limitations, arthritis, spinal cord injury, or other physical and/or cognitive limitations.

How to Apply for Services:

Complete this application and ***sign the Applicant Agreement/Release of Information*** section. Then have your doctor, rehabilitation specialist, or other qualified health care provider complete and sign the professional verification section. Send the completed application to:

GoGeo c/o CARTS
338 S. Guadalupe St.
San Marcos, TX 78666
Fax: 512-805-0001

If you need an alternative format of this application or additional information, please contact us at 512-478-RIDE (7433) or email GoGeo@RIDEARTS.COM.

If you have a disability you may be eligible for GoGeo Limited Paratransit Service. The information obtained in this certification process will be used to determine your eligibility.

This application must be filled out completely, including the verification of eligibility by a qualified professional. Incomplete applications will be returned to applicants.

Step 1: Complete the General Information Section

Last name

First name

MI

Street Address

City

State

Zip Code

Home Phone

Cell Phone

Work Phone

Date of Birth

Emergency Contact

Full Name

Street Address

Phone

Step 2: Information About Your Disability

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

.....

1 Can you board the bus by yourself?

YES ☐ NO ☐ SOMETIMES ☐

2 Can you climb three 12-inch steps on your own?

YES ☐ NO ☐ SOMETIMES ☐

3 If you have a cognitive disability, can you give your name, address and number?

YES ☐ NO ☐ SOMETIMES ☐

4 Are you able to recognize destinations and/or landmarks?

YES ☐ NO ☐ SOMETIMES ☐

5 Can you handle unexpected events or changes to your routine?

YES ☐ NO ☐ SOMETIMES ☐

Step 2: Continued...

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

.....

- 6** Are you able to ask for, understand and follow directions? YES ☐ NO ☐ SOMETIMES ☐

- 7** Are you able to navigate crowds and/or complex facilities? YES ☐ NO ☐ SOMETIMES ☐

- 8** If you are visually impaired, have you received mobility training from another organization such as Texas Department of Assistance and Rehabilitative Services? YES ☐ NO ☐

- 9** Do you use any of the following assistive devices? (Check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Manual Wheelchair
<input type="checkbox"/> Assistance Needed
<input type="checkbox"/> No Assistance | <input type="checkbox"/> Walker
<input type="checkbox"/> Foldable
<input type="checkbox"/> Not Foldable | <input type="checkbox"/> Electric Wheelchair
<input type="checkbox"/> Crutches |
| <input type="checkbox"/> High Wheelchair | <input type="checkbox"/> Long Wheelchair | <input type="checkbox"/> Cane |
| <input type="checkbox"/> Power Scooter | <input type="checkbox"/> Guide Dog | <input type="checkbox"/> Oxygen |

- 10** Are you able to travel 3 blocks (1/4 mile) without assistance over different terrains? YES ☐ NO ☐ SOMETIMES ☐

Applicant Agreement and Release

I **agree** that, if I am certified for **GoGeo Limited Paratransit Service**, I will pay the exact fare, if required, for each trip. I agree to notify the office of any changes in my status which may affect my eligibility to use the service.

I **understand** that any failure to adhere to the policies and procedures will be grounds for revoking my application as well as the right to participate in the program.

I **also understand** and agree to hold **GoGeo** harmless against all claims or liability for damages to any person, property, or personal injury occurring as a result of my failure to equip or maintain the safety of the adaptive equipment or certified guide/service animal that I require for mobility.

I **have read** and fully understand the conditions for service outlined in the *Rider's Manual* and agree to abide by them. I authorize the release of verification of information and any additional information to **GoGeo** for the purpose of evaluating my eligibility to participate in the Program. I certify that the information provided in this application is true and correct.

Signature

Date

**If someone assisted you in completing this application,
please provide their information and signature below**

An Eligibility specialist will review your application and may ask additional questions. You may also be required to participate in an assessment in the community so we can further evaluate your functional abilities.

Full Name

Street Address

City

State

Zip Code

Phone

Signature

Date

Health Care Professional Verification of Eligibility

All information for verification of eligibility must be filled in by a qualified health care professional

--	--

Person Completing Verification

Professional Title

--

Agency Affiliation

--

State of Texas Certification ID Number

--

Business Address

--	--	--

City

State

Zip Code

--

Business Phone

-
- **What is the medical diagnosis that causes this disability?**

--

- **This condition is...** **PERMANENT** ☐ **TEMPORARY** ☐

- **If temporary, what is the expected duration?**

--

.....

I verify that the information provided above for verification is true and correct to the best of my knowledge.

--	--

Signature of Qualified Professional

Date

Exhibit B – Rates

FY26 Service

Limited Paratransit and Senior Service Hours – Estimated Annual Totals

Description	Estimated Annual Hours	Hourly Operating Rate	Total Estimated Cost of Service	Section 5307 Funds	Local Funding from Georgetown
Total FY26 Service	4,494	\$96.00	\$431,424	\$172,570	\$258,854

Exhibit C - Insurance

CAPMETRO MINIMUM COVERAGE REQUIREMENTS FOR CONTRACTORS

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000 with coverage that includes:
 - Premises/operations
 - Independent contractors
 - Personal Injury
 - Contractual Liability pertaining to the liabilities assumed in the agreement
 - Underground (when ground surface is disturbed)

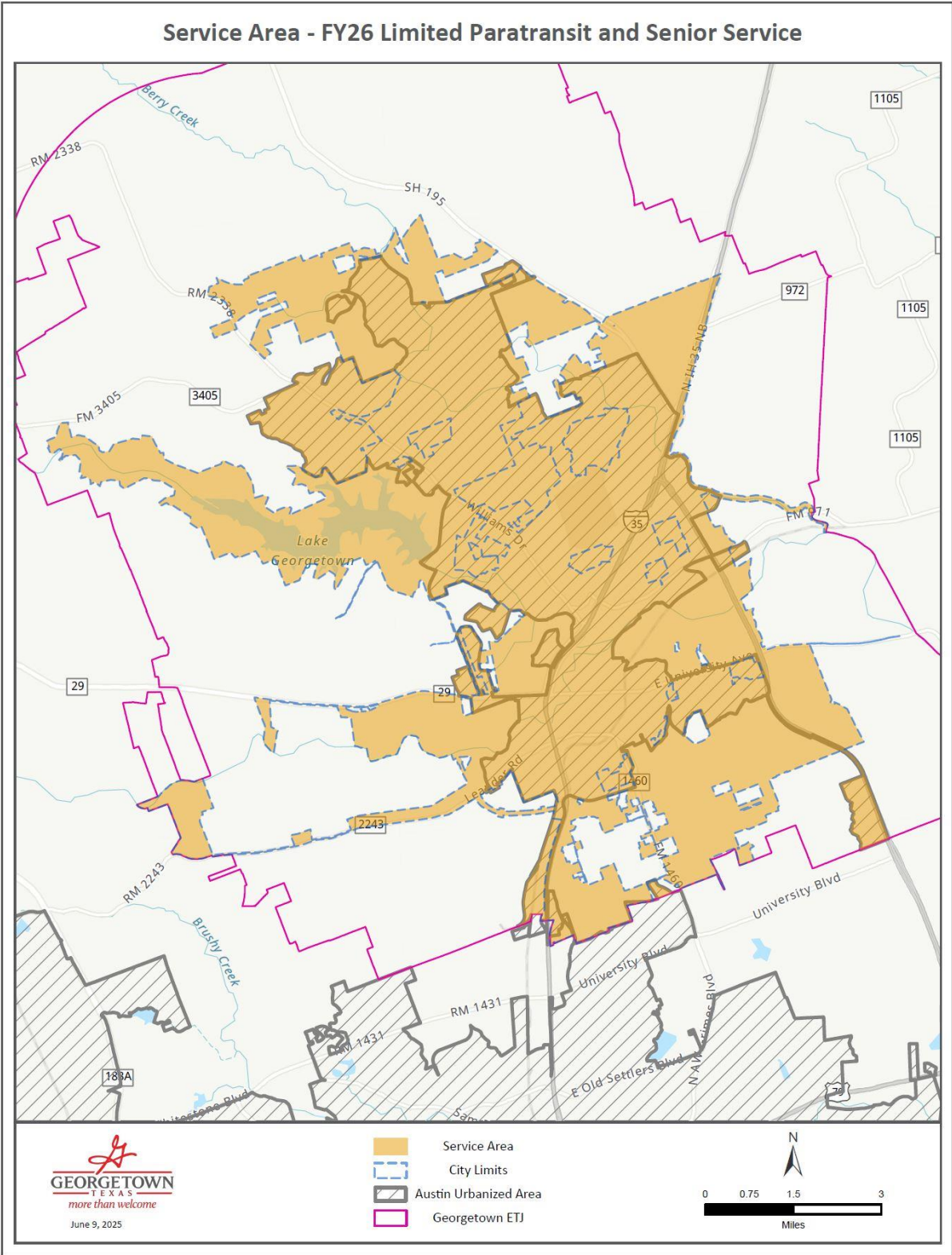
Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement. **All Coverages shall be listed on front of the certificate, and listing the Contractor as the certificate holder and CapMetro as an additional insured.**

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of \$2,000,000.
3. Workers' Compensation with Statutory limits.
4. Employer Liability Insurance with minimum limits of \$1,000,000. Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Permit.
5. Railroad Protection in the minimum amount of \$5,000,000 when construction activities (e.g. excavation, demolition, utility installations, operation of cranes and other construction equipment that have the potential to enter the right-of-way...) are within 50-feet of the nearest railroad track.

Note: Such policies of insurance and certificates shall provide (i) that CapMetro is named as additional insureds, (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by CapMetro (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that CapMetro shall receive notice of any cancellation of the policy.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

Exhibit D - GoGeo Service Area



Operations, Planning and Safety Committee **Item #:** AI-2025-1539

Agenda Date: 9/10/2025

SUBJECT:

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 \$410,886.

FISCAL IMPACT:

This action reimburses CapMetro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

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

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

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

EXECUTIVE SUMMARY: CapMetro and CARTS partner to operate transit services within the region. The Parties utilize a master interlocal agreement (ILA) for the purpose of outlining terms and conditions which apply to all services. Addenda to the agreement, referred to as Supplements, outline each of the services provided and the fees paid for that service.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Strategic Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1539

WHEREAS, the Capital Metropolitan Transportation Authority (“CapMetro”) Board of Directors and Capital Metropolitan Transportation Authority management endeavor to be a valued community partner; and

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized 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 \$410,886.

Date: _____

**Secretary of the Board
Becki Ross**

**AMENDMENT NO. 8 TO CONTRACTED SERVICES SUPPLEMENT NO. 9
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Services to the City of Georgetown)

This Amendment No. 8 to Contracted Services Supplement No. 9 to Master Regional Mobility Agreement ("Amendment") is made and entered into by and between **Capital Metropolitan Transportation Authority** ("CapMetro"), a transportation authority and political subdivision for the state of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code ("CARTS"), collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

RECITALS:

- A. **WHEREAS**, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement, dated effective May 1, 2015 ("Master Agreement"); and,
- B. **WHEREAS**, pursuant to the Master Agreement, the Parties entered into Contracted Services Supplement No. 9, dated effective October 1, 2016 (as amended, "Supplement"); and,
- C. **WHEREAS**, the Parties entered into Amendment No. 1 to the Supplement, dated effective September 25, 2017 ("Amendment No. 1"); and,
- D. **WHEREAS**, the Parties entered into Amendment No. 2 to the Supplement, dated effective October 1, 2019 ("Amendment No. 2"); and
- E. **WHEREAS**, the Parties entered into Amendment No. 3 to the Supplement, dated effective October 1, 2020 ("Amendment No. 3"); and
- F. **WHEREAS**, the Parties entered into Amendment No. 4 to the Supplement, dated effective October 1, 2021 ("Amendment No. 4"); and
- G. **WHEREAS**, the Parties entered into Amendment No. 5 to the Supplement, dated effective October 1, 2022 ("Amendment No. 5"); and
- H. **WHEREAS**, the Parties entered into Amendment No. 6 to the Supplement, dated effective October 1, 2023 ("**Amendment No. 6** "); and
- I. **WHEREAS**, the Parties entered into Amendment No. 7 to the Supplement, dated effective October 1, 2024 ("**Amendment No. 7** "); and
- J. **WHEREAS**, the Parties desire to further amend the Supplement.

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

AGREEMENT:

A. AMENDMENT.

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

CARTS agrees to provide to CapMetro, the transportation services described in Attachment SOS-9 ("**Scope of Services**") attached and incorporated herein for all purposes (the "**Contracted Service**"). The Contracted Service shall be provided in accordance with the Supplement, including the attached SOS-9 and the Master Agreement.

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

B. FEES FOR SERVICES. For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in in Attachment SFP-9 (Schedule of Fees and Payments), attached and incorporated herein for all purposes. Any on-board fare collections shall be handled pursuant to the process specified in Attachment SOS-9.

3. The total contract amount for Fiscal year 2026 (October 1, 2025 to September 30, 2026 shall not exceed \$410,886.

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

C. TERM. The term of this Supplement shall commence on May 1, 2015, and terminate on September 30, 2026. The Parties may extend the term of this Supplement by written agreement. Provided, however, either party may terminate this Supplement upon sixty (60) days' advance written notice to the other party. In the event of such termination by CapMetro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro to be paid CARTS. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same and dispose of it in the manner CapMetro directs.

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

- C. **ENTIRE AGREEMENT.** This Amendment, with the Master Agreement, as amended, represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Master Agreement, the provisions of this Amendment shall control.

[SIGNATURES ON NEXT PAGE]

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

Capital Metropolitan Transportation Authority

By: _____

Dottie Watkins
President & CEO

Date: _____

Capital Area Rural Transportation System

By: _____

David L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-9 - Schedule of Fees and Payments
ATTACHMENT SOS-9 - Scope of Services

ATTACHMENT SFP-9

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

(City of Georgetown Limited Paratransit and Senior Service)

CapMetro shall pay CARTS for the Contracted Service at the following rates:

October 1, 2016 – September 30, 2017	\$68.96 per vehicle hour
October 1, 2017 – September 30, 2018	\$77.00 per vehicle hour
October 1, 2018 – September 30, 2019	\$79.00 per vehicle hour
October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$81.00 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.00 per vehicle hour
October 1, 2023 – September 30, 2024	\$86.00 per vehicle hour
October 1, 2024 – September 30, 2025	\$89.20 per vehicle hour
October 1, 2025 – September 30, 2026	\$91.43 per vehicle hour

CapMetro Source of Funds for Payment of Contracted Service:

For FY26 Service: 60% Local Funds & 40% FTA Section 5307 Funds

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

ATTACHMENT SOS-9

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

(City of Georgetown Limited Paratransit and Senior Service)

1.0 GENERAL PURPOSE

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

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

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

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

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

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

2.0 DESCRIPTION OF CONTRACTED SERVICE

The Contracted Service consists of transit services within the City limits, as well as the intersection of the extraterritorial jurisdiction and urbanized area for a segment of the City's general public defined by physical or functional disability or persons age 65 or older (the "Limited Paratransit and Senior Service").

Limited Paratransit and Senior Service eligibility and scheduling shall be completed by CARTS through written or verbal communication with the customer. The Limited Paratransit Service eligibility is based on the application attached to this Scope of Services as Attachment 1. The Senior Service eligibility shall be completed through an intake form by verifying customer eligibility through written or verbal communication with the customer. The Limited Paratransit Service eligibility application and Senior Service intake form may be revised from time to time subject to written approval from the City.

CARTS shall perform the necessary certification for customers eligible to use the Limited Paratransit and Senior Service and provide a list of eligible customers on a monthly basis to CapMetro. CARTS shall only transport eligible customers that have been certified by CARTS on the Limited Paratransit and Senior Service and refer any non-certified customers to apply for eligibility.

Eligible customers are required to follow the Code of Conduct and policies listed within the Georgetown Limited Paratransit and Senior Service Rider's Manual.

3.0 SERVICE PERIOD

The Limited Paratransit and Senior Service will operate weekdays from approximately 7:00 a.m. to 7:00 p.m.

4.0 VEHICLE REQUIREMENTS

Up to (2) vehicles are required for Limited Paratransit and Senior Service. Vehicle hours may be adjusted by mutual agreement of the Parties based on customer demand.

The vehicles shall be accessible and capable of transporting at least twelve (12) seated persons.

5.0 VEHICLE HOURS

Vehicle hours are:

- Estimated Total Daily Weekday Hours = 17.9
- Estimated Total Annual Weekday Hours = 4,494

Total Annual Weekday Hours to be utilized as necessary to meet customer demand is 4,494.

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

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

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

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

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

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

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

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

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

8.0 EQUIPMENT CONDITION

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

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

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

The following information shall be provided to the CapMetro Project Manager:

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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

CapMetro reserves the right to adjust Contracted Service at any time. Modifications to Contracted Service may include, but are not limited to, extending, deleting or adding route(s), or parts of route(s), expanding or contracting the Limited Paratransit and Senior Service area, and expanding or decreasing vehicle hours. Notice shall be given prior to service modifications. Any changes to the paratransit service area shall be agreed to in writing and signed by the Parties in an amendment to this Agreement. Governing body authorization is not required for such an amendment so long as the cost of the Services do not increase.

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

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

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

12.0 HOLIDAY SCHEDULE

The Limited Paratransit and Senior Service will be provided in accordance with the CARTS published holiday schedule.

13.0 TRAINING

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

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

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

All training programs shall be subject to CARTS approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with CapMetro's uniform and appearance requirements. The uniform and appearance standards are available here:

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

15.0 REMOVAL

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

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

16.0 PERSONNEL

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

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

17.0 SUPERVISION

CARTS shall utilize a CARTS transportation supervisor to monitor the Contracted Service. This supervision shall include conducting ride checks (on-board) to ensure operator adherence to procedures (i.e., safe operation, customer relations, on-time performance, etc.). Such supervision shall also include prompt responses to all investigation of accidents. CapMetro reserves the right to provide similar investigations and adherence

checks of its own without notice to ensure compliance with terms of the Supplement. These on-board ride checks are to be conducted annually, and additionally as needed.

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

CARTS shall collect fares and charges as established by CapMetro. CapMetro shall notify CARTS of changes in the fare structure.

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

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

20.0 CUSTOMER COMPLAINTS AND CUSTOMER RELATIONS

Customers shall file complaints with CARTS via telephone, in person or written correspondence. CARTS shall contact each customer by telephone or by written correspondence to review the complaint. CARTS shall investigate and provide responses to complaints within four (4) days of receipt. Should CARTS determine the need for additional resources, coordination or review, CARTS shall contact CapMetro and the City for additional assistance and customer follow up.

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable CapMetro to meet its National Transit Database ("**NTD**") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall submit the annual report to CapMetro by November 30.

21.0 PERFORMANCE SPECIFICATIONS

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

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

- a) No more than eight (8) complaints per 10,000 customers.
- b) No more than three (3) vehicle accidents per 100,000 vehicle miles.
- c) No more than three (3) passenger accidents per 100,000 miles.

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING, FARE MEDIA AND PUBLIC RELATIONS

CapMetro, the City, and CARTS will coordinate on all applicable schedules, maps and other printed materials required for marketing the Service. CARTS shall distribute CapMetro customer notices. The City shall also coordinate to distribute appropriate materials for services that benefit customers of each service, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects. The City and CapMetro shall be the exclusive public media spokespeople in connection with the Contracted Service. The City is responsible for updating and maintaining the GoGeo webpages.

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

25.0 OPERATOR QUALIFICATIONS/STANDARDS

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

- a) Be employees (full or part-time) of CARTS.
- b) Possess a valid State of Texas Driver's License appropriate for the class of vehicle to be operated. Vehicle Operators must have maintained a valid driver's license for five (5) years.
- c) Have the ability to read, write, and speak English.
- d) Be sensitive to customers' needs.
- e) Have the ability to handle complaints and problems as required.
- f) Pass a Department of Transportation ("DOT") physical and comprehensive drug screen.

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

27.0 SAFETY AND SECURITY

CARTS shall develop, implement, and maintain a program to respond to emergencies

and routine problems that may occur. CapMetro acknowledges that CARTS is participating in the State of Texas Grouped Safety Management Systems Plan (“**SMS**”) and CARTS shall ensure that the principles of SMS are included in the Contracted Service operation. CARTS shall provide CapMetro with a copy of such plan.

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

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.

Attachment 1 to Scope of Services

Eligibility Application



Limited Paratransit Eligibility Application



GoGeo provides Limited Paratransit Service to eligible residents and visitors in the City of Georgetown. This service provides rides to points within the Service Area. GoGeo Limited Paratransit Service is operated by the Capital Area Rural Transportation System (CARTS) through a contract with CapMetro.

Transportation services are accessed by completing this application and being certified through CARTS, or if you are visiting from another area, by providing documentation of ADA certification from a transportation service in another area of the country.

Who Should Apply for Limited Paratransit Services?

People with mobility impairments due to visual limitations, arthritis, spinal cord injury, or other physical and/or cognitive limitations.

How to Apply for Services:

Complete this application and ***sign the Applicant Agreement/Release of Information*** section. Then have your doctor, rehabilitation specialist, or other qualified health care provider complete and sign the professional verification section. Send the completed application to:

GoGeo c/o CARTS
338 S. Guadalupe St.
San Marcos, TX 78666
Fax: 512-805-0001

If you need an alternative format of this application or additional information, please contact us at 512-478-RIDE (7433) or email GoGeo@RIDECARTS.COM.

If you have a disability you may be eligible for GoGeo Limited Paratransit Service. The information obtained in this certification process will be used to determine your eligibility.

This application must be filled out completely, including the verification of eligibility by a qualified professional. Incomplete applications will be returned to applicants.

Step 1: Complete the General Information Section

Last name

First name

MI

Street Address

City

State

Zip Code

Home Phone

Cell Phone

Work Phone

Date of Birth

Emergency Contact

Full Name

Street Address

Phone

Step 2: Information About Your Disability

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

1 Can you board the bus by yourself?

YES ☐ NO ☐ SOMETIMES ☐

2 Can you climb three 12-inch steps on your own?

YES ☐ NO ☐ SOMETIMES ☐

3 If you have a cognitive disability, can you give your name, address and number?

YES ☐ NO ☐ SOMETIMES ☐

4 Are you able to recognize destinations and/or landmarks?

YES ☐ NO ☐ SOMETIMES ☐

5 Can you handle unexpected events or changes to your routine?

YES ☐ NO ☐ SOMETIMES ☐

Step 2: Continued...

If you answer "NO" or "SOMETIMES" to any of these questions, you must explain your answer in the space provided.

.....

- 6** Are you able to ask for, understand and follow directions? YES ☐ NO ☐ SOMETIMES ☐

- 7** Are you able to navigate crowds and/or complex facilities? YES ☐ NO ☐ SOMETIMES ☐

- 8** If you are visually impaired, have you received mobility training from another organization such as Texas Department of Assistance and Rehabilitative Services? YES ☐ NO ☐

- 9** Do you use any of the following assistive devices? (Check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Manual Wheelchair
<input type="checkbox"/> Assistance Needed
<input type="checkbox"/> No Assistance | <input type="checkbox"/> Walker
<input type="checkbox"/> Foldable
<input type="checkbox"/> Not Foldable | <input type="checkbox"/> Electric Wheelchair
<input type="checkbox"/> Crutches |
| <input type="checkbox"/> High Wheelchair | <input type="checkbox"/> Long Wheelchair | <input type="checkbox"/> Cane |
| <input type="checkbox"/> Power Scooter | <input type="checkbox"/> Guide Dog | <input type="checkbox"/> Oxygen |

- 10** Are you able to travel 3 blocks (1/4 mile) without assistance over different terrains? YES ☐ NO ☐ SOMETIMES ☐

Applicant Agreement and Release

I **agree** that, if I am certified for **GoGeo Limited Paratransit Service**, I will pay the exact fare, if required, for each trip. I agree to notify the office of any changes in my status which may affect my eligibility to use the service.

I **understand** that any failure to adhere to the policies and procedures will be grounds for revoking my application as well as the right to participate in the program.

I **also understand** and agree to hold **GoGeo** harmless against all claims or liability for damages to any person, property, or personal injury occurring as a result of my failure to equip or maintain the safety of the adaptive equipment or certified guide/service animal that I require for mobility.

I **have read** and fully understand the conditions for service outlined in the *Rider's Manual* and agree to abide by them. I authorize the release of verification of information and any additional information to **GoGeo** for the purpose of evaluating my eligibility to participate in the Program. I certify that the information provided in this application is true and correct.

Signature

Date

**If someone assisted you in completing this application,
please provide their information and signature below**

An Eligibility specialist will review your application and may ask additional questions. You may also be required to participate in an assessment in the community so we can further evaluate your functional abilities.

Full Name

Street Address

City

State

Zip Code

Phone

Signature

Date

Health Care Professional Verification of Eligibility

All information for verification of eligibility must be filled in by a qualified health care professional

--	--

Person Completing Verification

Professional Title

--

Agency Affiliation

--

State of Texas Certification ID Number

--

Business Address

--	--	--

City

State

Zip Code

--

Business Phone

-
- **What is the medical diagnosis that causes this disability?**

--

- **This condition is...** **PERMANENT** ☐ **TEMPORARY** ☐

- **If temporary, what is the expected duration?**

--

.....

I verify that the information provided above for verification is true and correct to the best of my knowledge.

--	--

Signature of Qualified Professional

Date

Operations, Planning and Safety Committee **Item #:** AI-2025-1540

Agenda Date: 9/10/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 8 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 \$1,506,390.

FISCAL IMPACT:

This action reimburses CapMetro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

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

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

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

EXECUTIVE SUMMARY: CapMetro and CARTS partner to operate transit services within the region. The parties utilize a master interlocal agreement (ILA) for the purpose of outlining terms and conditions which apply to all services. Addenda to the agreement outline each of the services provided and the fees paid for that service. This addendum (Amendment 8 to Supplement No. 8) allows for the provision of transportation in the Manor Area. This service will be operated at the costs of \$91.23 per vehicle hour, consistent with other services operated under the CapMetro/CARTS partnership. Approximately 16,512 hours are projected for FY26. This project is partially funded by Travis County. The County will fund 25 percent of the project. The Travis County portion may increase during the fiscal year and will be agreed upon by all parties. A separate interlocal

agreement exists between CapMetro and Travis County to provide funding for this service.

DBE/SBE PARTICIPATION: Does not apply

PROCUREMENT: Does not apply

RESPONSIBLE DEPARTMENT: Bus and Paratransit Services

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1540

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

WHEREAS, the CapMetro Board of Directors and CapMetro management recognize the need to partner with local jurisdictions to provide transit services.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, her designee, is authorized to finalize and execute Amendment No. 8 to CARTS Supplement No. 8 to the Master Regional Mobility Agreement with Capital Area Rural Transportation Services for the provision of transit services to the Manor area in an amount not to exceed \$1,506,390.

Date: _____

**Secretary of the Board
Becki Ross**

**AMENDMENT NO. 8 TO CONTRACTED SERVICES SUPPLEMENT NO. 8
TO MASTER REGIONAL MOBILITY AGREEMENT**

(Pickup Manor)

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

RECITALS:

- A. **WHEREAS**, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the "Agreement"); and,
- B. **WHEREAS**, pursuant to the Agreement, the Parties entered into Contracted Services Supplement No. 8 dated effective June 5, 2016 (the "Supplement"); and
- C. **WHEREAS**, the Parties entered into that certain Amendment No. 1 to the Supplement effective July 10, 2017 ("Amendment No. 1"); and
- D. **WHEREAS**, the Parties entered into that certain Amendment No. 2 to the Supplement effective June 4, 2019 ("Amendment No. 2"); and
- E. **WHEREAS**, the Parties entered into that certain Amendment No. 3 to the Supplement effective October 1, 2020 ("Amendment No. 3");
- F. **WHEREAS**, the Parties entered into that certain Amendment No. 4 to the Supplement effective October 1, 2021 ("Amendment No. 4");
- G. **WHEREAS**, the Parties entered into that certain Amendment No. 5 to the Supplement effective October 1, 2022 ("Amendment No. 5");
- H. **WHEREAS**, the Parties entered into that certain Amendment No. 6 to the Supplement effective October 1, 2023 ("Amendment No. 6");
- I. **WHEREAS**, the Parties entered into that certain Amendment No. 7 to the Supplement effective October 1, 2024 ("Amendment No. 7");
- J. Whereas, the Parties desire to further amend the Supplement to update, amongst other things, the fees for service, service dates, vehicle hours and vehicle requirements, as set forth herein.

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

AGREEMENT:

A. AMENDMENT.

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

B. **FEES FOR SERVICES.** For Contracted Service provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-8 (Schedule of Fees and Payments), attached hereto and incorporated herein for all purposes.

2. The total contract amount for Fiscal Year 2026 (October 1, 2025 to September 30, 2026) shall not exceed \$1,506,390.00.

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

C. **TERM.** The term of this Supplement shall commence on June 14, 2019 and terminate on September 30, 2026. The Parties may extend the term of this Supplement by written agreement. Provided, however, either Party may terminate this Supplement upon sixty (60) days advance written notice to the other Party. In the event of such termination by CapMetro, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro in order to be paid. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner CapMetro directs.

4. Section 3.0, Vehicle Hours, of Attachment SOS-7 of the Supplement is deleted in its entirety and replaced with the following:

3.0 Vehicle Hours.

Vehicle hours for the Pickup service are provided below:

Estimated Total Hours Per Weekday = 64

Estimated Total Hours Weekday Annually = 16,512

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

5. Section 4.0, Vehicle Requirements, of Attachment SOS-7 of the Supplement is deleted in its entirety and replaced with the following:

4.0 Vehicle Requirements.

Up to six (6) peak vehicles are required for weekday service. The number of vehicles may be adjusted by mutual agreement of the Parties based on customer demand.

6. Section 21.0, National Transit Database Reporting. Removed and replaced with the following:

21.0 National Transit Database Reporting.

CARTS shall collect data, keep records and_ provide reports sufficient to enable CapMetro to meet its National Transit Database ("NTD") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall submit the annual report to CapMetro by November 30.

- B. **INCORPORATION BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the same meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The Recitals contained in this Amendment are incorporated herein for all purposes.
- C. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- D. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- E. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

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

Capital Metropolitan Transportation Authority

By: _____
Dottie Watkins
President & CEO

Date: _____

Capital Area Rural Transportation System

By: _____
Dave L. Marsh
General Manager

Date: _____

Attachments:

ATTACHMENT SFP-8 - Schedule of Fees and Payments

ATTACHMENT SFP-8
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 8 TO MASTER REGIONAL
MOBILITY AGREEMENT

Pickup Manor

CapMetro shall pay CARTS for the Contracted Service at the following rates:

June 2, 2019 – September 30, 2019	\$79.00 per vehicle hour
October 1, 2019 – September 30, 2020	\$81.00 per vehicle hour
October 1, 2020 – September 30, 2021	\$81.00 per vehicle hour
October 1, 2021 – September 30, 2022	\$81.00 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.00 per vehicle hour
October 1, 2023 – September 30, 2024	\$86.00 per vehicle hour
October 1, 2024 – September 30, 2025	\$89.00 per vehicle hour
October 1, 2025 – September 30, 2026	\$91.23 per vehicle hour

Source of Funds for Payment of Contracted Service:

CapMetro – 100% Local Funds

Travis County – Local and FTA Funds

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

Operations, Planning and Safety Committee **Item #:** AI-2025-1561

Agenda Date: 9/10/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 7 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 \$766,780

FISCAL IMPACT:

Funding for this action is available in the FY2026 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

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

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

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

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

This resolution authorizes the seventh amendment to and extension of Contracted Service Supplement NO. 2, under which CARTS provides transportation services for CapMetro Route 214 Northwest Feeder. Service cost per vehicle hour for Route 214 in fiscal year (FY) 2026 is \$93.56. The total estimated cost of the service for FY

2026 is \$766,779.70 for an estimated 8,196 vehicle hours.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1561

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize that the Contracted Services Supplement for the provision of Route 214 by the Capital Area Rural Transportation System (CARTS) requires an amendment due to the expiration of the current Contracted Services Supplement.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute Amendment No. 7 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 2026 in an amount not to exceed \$766,780.

Date: _____

**Secretary of the Board
Becki Ross**

**AMENDMENT NO. 7 TO CONTRACTED SERVICES SUPPLEMENT NO. 2
TO THE MASTER REGIONAL MOBILITY AGREEMENT**

(Route 214 – Northwest Feeder)

This Amendment No. 7 to Contracted Services Supplement No. 2 to the Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority** (“CapMetro”), a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“CARTS”). Capital Metro and CARTS are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. **WHEREAS**, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (the “Agreement”); and,
- B. **WHEREAS**, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 2 dated effective May 1, 2015, pursuant to which CARTS provides transportation services for the CapMetro Route 214 – Northwest Feeder (the “Supplement”); and,
- C. **WHEREAS**, the Parties entered into that certain Amendment No. 1 to the Supplement effective September 25, 2017 (“Amendment No. 1”); and,
- D. **WHEREAS**, the Parties entered into that certain Amendment No. 2 to the Supplement effective October 1, 2020 (“Amendment No. 2”) and,
- E. **WHEREAS**, the Parties entered into that certain Amendment No. 3 to the Supplement effective September 30, 2021 (“Amendment No. 3”) and,
- F. **WHEREAS**, the Parties entered into that certain Amendment No. 4 to the Supplement effective October 1, 2022 (“Amendment No. 4”), and
- G. **WHEREAS**, the Parties entered into that certain Amendment No. 5 to the Supplement effective October 1, 2023 (“Amendment No. 5”), and
- H. **WHEREAS**, the Parties entered into that certain Amendment No. 6 to the Supplement effective October 1, 2024 (“Amendment No. 6”), and
- I. **WHEREAS**, the Parties desire to further amend the Supplement as set forth herein.

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

A. AMENDMENT.

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

CARTS agrees to provide CapMetro, the transportation services described in Attachment SOS-7 ("Scope of Services") attached and incorporated herein for all purposes ("Contracted Service"). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-7) and the Agreement.

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

B. FEES FOR SERVICES. For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-7 ("Schedule of Fees and Payments") attached and incorporated herein for all purposes.

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

C. TERM. The term of this Supplement will commence on May 1, 2015, and terminate on September 30, 2026. Either Party may terminate this Supplement, in whole or in part, without cause, upon sixty (60) days' advance written notice to the other party. In the event of such termination, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro to be paid to CARTS. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner Capital Metro directs.

- B. **NOT TO EXCEED AMOUNT.** Payments made under the Supplement for the FY 2026 period beginning October 1, 2025, and ending September 30, 2026, shall not exceed **\$766,779.70**.
- C. **INCORPORATIONS BY REFERENCE.** All defined terms contained in the Agreement and the Supplement shall have the meaning herein. All terms and conditions contained in the Agreement and the Supplement are incorporated herein for all purposes. All terms not herein defined have the same meaning as set forth in the Agreement and the Supplement. The recitals contained in the Amendment are incorporated herein for all purposes.
- D. **ENTIRE AGREEMENT.** This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes all prior or contemporaneous oral or written statements, agreements, and negotiations.
- E. **RATIFICATION.** The Supplement, as modified and amended by this Amendment, is ratified and confirmed in all respects.
- F. **CONFLICT.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement or Supplement, the provisions of this Amendment shall control.

Signatures on next page.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their undersigned, duly authorized representatives to be effective as of October 1, 2025.

**CAPITAL METROPOLITAN TRANSPORTATION
AUTHORITY**

By: _____

Name: Dottie Watkins

Title: President & CEO

Date: _____

**CAPITAL AREA RURAL TRANSPORTATION
SYSTEM**

By: _____

Name: David L. Marsh

Title: General Manager

Date: _____

Attachments:

ATTACHMENT SFP-7 - Schedule of Fees and Payments

ATTACHMENT SOS-7 - Scope of Services

ATTACHMENT SFP-7

**SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 2 TO MASTER REGIONAL MOBILITY
AGREEMENT**

Route 214 – Northwest Feeder

CapMetro shall pay CARTS for the Contracted Service at the following rates:

May 1, 2015 – September 30, 2015	\$65.00 per vehicle hour
October 1, 2015 – September 30, 2016	\$66.95 per vehicle hour
October 1, 2016 – September 30, 2017	\$68.96 per vehicle hour
October 1, 2017 – September 30, 2018	\$71.03 per vehicle hour
October 1, 2018 – September 30, 2019	\$73.16 per vehicle hour
October 1, 2019 – September 30, 2020	\$75.74 per vehicle hour
October 1, 2020 – September 30, 2021	\$75.74 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.05 per vehicle hour
October 1, 2023 – September 30, 2024	\$88.20 per vehicle hour
October 1, 2024 – September 30, 2025	\$89.96 per vehicle hour
October 1, 2025 – September 30, 2026	\$93.56 per vehicle hour

CapMetro Source of Funds for Payment of Contracted Service: 100% Local Funds

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

ATTACHMENT SOS-7
**SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 2 TO MASTER
REGIONAL MOBILITY AGREEMENT**

Route 214 – Northwest Feeder

1.0 GENERAL PURPOSE

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

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

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

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

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

2.0 DESCRIPTION OF CONTRACTED SERVICE

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

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 32

Estimated Total Hours Annually = 8,196.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required.

5.0 SERVICE PERIOD

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

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

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

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

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

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

At its discretion, CapMetro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by CapMetro as to the appearance, cleanliness and condition of a vehicle shall be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition. All vehicles shall be capable of comfortably seating a minimum of twelve (12) customers in fully padded forward facing seats. Vehicles shall be equipped with stanchions for standee use. CARTS shall not exceed the standee capacity designated for the vehicle.

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

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

8.0 EQUIPMENT CONDITION

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

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

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

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

Invoices. CARTS will submit monthly invoices to CMTA – Accounts Payable for the services purchased in the preceding month. 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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

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

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

12.0 HOLIDAY SCHEDULE

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

13.0 TRAINING

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

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

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

All training programs shall be subject to CapMetro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with CapMetro's uniform and appearance requirements. The uniform and appearance standards are available here:

[ALL Operating Procedure - CMTA Uniform and Appearance Standards v2025.3.pdf](#)

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

15.0 REMOVAL

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

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

16.0 PERSONNEL

CARTS shall furnish all operators, mechanics, dispatchers, supervisors, administrative personnel and other personnel services necessary for providing the transportation service in accordance with the Supplement. CARTS Assistant General Manager of Safety and Security shall be CARTS Project Manager for this Supplement. CapMetro's Program Manager, Bus Contracts shall be CapMetro's Project Manager for this Supplement.

17.0 SUPERVISION

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

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

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

- a. CapMetro employees, contractors or dependents with valid identification.

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

CapMetro shall notify CARTS of changes in the fare structure.

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

20.0 CUSTOMER COMPLAINTS

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

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable CapMetro to meet its National Transit Database (“NTD”) reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall submit the annual report to CapMetro by November 30.

22.0 PERFORMANCE SPECIFICATIONS

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

The following are the performance specifications:

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

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING AND PUBLIC RELATIONS

CapMetro shall furnish all schedules, maps, tickets, transfers, passes and other printed materials required for marketing the Contracted Service. CARTS shall distribute CapMetro customer notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and

projects undertaken by CapMetro from time to time. CapMetro shall be the exclusive public media spokesman in connection with the Contracted Service.

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

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

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

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

27.0 SAFETY AND SECURITY

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

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

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other

implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.

Operations, Planning and Safety Committee **Item #:** AI-2025-1562

Agenda Date: 9/10/2025

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Amendment No. 7 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 2026 in an amount not to exceed \$191,398.

FISCAL IMPACT:

Funding for this action is available in the FY2026 Operating Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

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

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

COMMITTEE RECOMMENDATION: The item was presented and recommended for approval by the Operations, Planning and Safety Committee on September 10, 2025.

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

Supplement No. 4 to the Master Regional Mobility Agreement allows for the provision of transit service to the Manor area via Route 990 - Manor Express. CARTS provides the vehicle, fuel, operations and maintenance for this service and CapMetro reimburses CARTS for its costs.

The current Contracted Service Supplement No. 6, which allows for CARTS to operate Route 990 - Manor Express, expires on September 30, 2025. This resolution authorizes the sixth amendment to Contracted Service Supplement No. 7 to extend the term through fiscal year (FY) 2026. Service cost per vehicle hour will be \$93.56. The total cost of the service for FY 2026 is estimated not to exceed \$191,397.45 for 2,046 estimated vehicle hours.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations and Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2025-1562

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize that Contracted Services Supplement No. 6 for the provision of Route 990 - Manor Express by the Capital Area Rural Transportation System (CARTS) requires an amendment to extend the term.

NOW, THEREFORE, BE IT RESOLVED that the Interim President & CEO, or her designee, is authorized to finalize and execute Amendment No. 7 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 \$191,398.

Date: _____

**Secretary of the Board
Becki Ross**

**AMENDMENT NO. 7 TO CONTRACTED SERVICES SUPPLEMENT NO. 5 TO THE
MASTER REGIONAL MOBILITY AGREEMENT**

(Route 990 – Manor Express)

This Amendment No. 7 to Contracted Services Supplement No. 5 to the Master Regional Mobility Agreement (“Amendment”) is made and entered into by and between **Capital Metropolitan Transportation Authority** (“CapMetro”), a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, and **Capital Area Rural Transportation System**, a rural/urban transit district and political subdivision of the State of Texas organized under Chapter 458 of the Texas Transportation Code (“CARTS”). CapMetro and CARTS are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

- A. **WHEREAS**, CapMetro and CARTS entered into that one certain Master Regional Mobility Agreement dated effective May 1, 2015 (“Agreement”); and,
- B. **WHEREAS**, pursuant to the Agreement the Parties entered into Contracted Services Supplement No. 4 dated effective May 1, 2015, for CARTS to provide transportation services for CapMetro Route 990 – Manor Express (“Supplement”); and,
- C. **WHEREAS**, the Parties entered into that certain Amendment No. 1 to the Supplement effective September 25, 2017 (“Amendment No. 1”); and,
- D. **WHEREAS**, the Parties entered into that certain Amendment No. 2 to the Supplement effective October 2, 2020 (“Amendment No. 2”) and,
- E. **WHEREAS**, the Parties entered into that certain Amendment No. 3 to the Supplement effective September 30, 2021 (“Amendment No. 3”) and,
- F. **WHEREAS**, the Parties entered into that certain Amendment No. 4 to the Supplement effective September 30, 2022 (“Amendment No. 4”) and
- G. **WHEREAS**, the Parties entered into that certain Amendment No. 5 to the Supplement effective September 30, 2023 (“Amendment No. 5”) and
- H. **WHEREAS**, the Parties entered into that certain Amendment No. 6 to the Supplement effective September 30, 2024 (“Amendment No. 6”) and
- I.
- J. **WHEREAS**, the Parties desire to further amend the Supplement.

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

A. AMENDMENT.

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

CARTS agrees to provide to CapMetro, the transportation services described in Attachment SOS-7 (“Scope of Services”) attached and incorporated herein for all purposes (“Contracted Service”). The Contracted Service shall be provided in accordance with this Supplement (including the attached SOS-7 and the Agreement.

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

B. FEES FOR SERVICES. For Contracted Services provided under this Supplement, CARTS shall be paid as set forth in Attachment SFP-7 (“Schedule of Fees and Payments”) attached and incorporated herein for all purposes.

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

2. C. TERM. The term of this Supplement will commence on May 1, 2015, (“**Effective Date**”) and terminate on September 30, 2026. Either Party may terminate this Supplement, in whole or in part, without cause, upon sixty (60) days’ advance written notice to the other party. In the event of such termination, CARTS shall be paid its costs, including contract close-out costs, and profit on services performed up to the time of termination. CARTS shall promptly submit its termination claim to CapMetro to be paid to CARTS. If CARTS has any property in its possession belonging to CapMetro, CARTS shall account for the same, and dispose of it in the manner CapMetro directs.

B. NOT TO EXCEED AMOUNT. Payments made under the Supplement for the FY 2026 period beginning October 1, 2025, and ending September 30, 2026, shall not exceed **\$191,397.45**

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

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

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

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

[Signature Page Follows]

In Witness Whereof, the Parties have caused this Amendment to be executed by their undersigned, duly authorized representatives to be effective as of October 1, 2025.

Capital Metropolitan Transportation Authority

By: _____

Name: Dottie Watkins

Title: President and CEO

Date: _____

Capital Area Rural transportation System

By: _____

Name: David L. Marsh

Title: General Manager

Date: _____

Attachments:

ATTACHMENT SFP-7 - Schedule of Fees and Payments

ATTACHMENT SOS-7 - Scope of Services

ATTACHMENT SFP-7
SCHEDULE OF FEES AND PAYMENTS
CONTRACTED SERVICES SUPPLEMENT NO. 4 TO MASTER REGIONAL
MOBILITY AGREEMENT

Route 990 – Manor Express

CapMetro shall pay CARTS for the Contracted Service at the following rates:

October 1, 2017 – September 30, 2018	\$71.03 per vehicle hour
October 1, 2018 – September 30, 2019	\$73.16 per vehicle hour
October 1, 2019 – September 30, 2020	\$75.74 per vehicle hour
October 1, 2020 – September 30, 2021	\$75.74 per vehicle hour
October 1, 2021 – September 30, 2022	\$77.52 per vehicle hour
October 1, 2022 – September 30, 2023	\$86.05 per vehicle hour
October 1, 2023 – September 30, 2024	\$88.20 per vehicle hour
October 1, 2024 – September 30, 2025	\$89.96 per vehicle hour
October 1, 2025 – September 30, 2026	\$93.56 per vehicle hour

CapMetro Source of Funds for Payment of Contracted Service: 100% Local Funds

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

ATTACHMENT SOS-7
SCOPE OF SERVICES FOR CONTRACTED SERVICES SUPPLEMENT NO. 5
TO MASTER REGIONAL MOBILITY AGREEMENT

Route 990 – Manor Express

1.0 GENERAL PURPOSE

This Scope of Services for Contracted Services Supplement No. 5 to Master Regional Mobility Agreement (“Supplement”) documents the requirements related to the operation of Route 990 – Manor Express fixed route service (the “Contracted Service”). Capitalized terms not otherwise defined herein shall have the meanings designated for such terms in the Supplement.

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

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

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

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

2.0 DESCRIPTION OF CONTRACTED SERVICE

CapMetro Route 990-Manor Express fixed route (“Contracted Service”) The route presently operates between downtown Austin and Manor Park and Ride Lot. The extension between Manor Park and Ride Lot and Elgin Park and Ride Lot is not a part of this Supplement or Agreement.

3.0 VEHICLE HOURS

Vehicle hours for the Contracted Service are provided below:

Estimated Total Hours Weekdays = 8.

Estimated Total Hours Annually = 2,046.

4.0 VEHICLE REQUIREMENTS

Two (2) peak vehicles are required.

5.0 SERVICE PERIOD

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

6.0 SERVICE SCHEDULE

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

7.0 VEHICLES

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

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

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

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

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

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

At its discretion, CapMetro shall inspect vehicles assigned pursuant to the Supplement at any time. All determinations by CapMetro as to the appearance, cleanliness and condition of a vehicle shall

be final; however, CARTS shall not be relieved of its duty to maintain the vehicles in a safe and sound condition.

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

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

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

8.0 EQUIPMENT CONDITION

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

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

9.0 SPARE VEHICLES

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

10.0 MONTHLY REPORTS

CARTS shall provide ridership data and such other operating data in connection with the Contracted Service as may reasonably be requested by CapMetro, including but not limited to total daily number of boarding, as well as number of boarding by fare category. Data shall be provided

on a monthly basis along with CARTS invoice for that month. The following information shall be provided to the CapMetro Project Manager:

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

Invoices. CARTS will submit monthly invoices to CMTA – Accounts Payable for the services purchased in the preceding month. 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

11.0 GENERAL PROVISIONS FOR CONTRACTED SERVICE

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

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

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

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

12.0 HOLIDAY SCHEDULE

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

13.0 TRAINING

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

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

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

All training programs shall be subject to CapMetro approval.

14.0 UNIFORM AND APPEARANCE STANDARDS

CARTS shall comply with CapMetro's uniform and appearance requirements. The uniform and appearance standards are available here:

[ALL Operating Procedure - CMTA Uniform and Appearance Standards v2025.3.pdf](#)

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

15.0 REMOVAL

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

- a) Committing unsafe or inappropriate acts while providing service.
- b) Failure to follow CapMetro policies and procedures.
- c) Using a cell phone while operating CapMetro vehicle, including texting and use of Bluetooth devices.
- d) Revocation, suspension or non-renewal of a valid driver's license.
- e) A criminal conviction as set forth in the Master Agreement section entitled "Personnel Assignments".
- f) Violating the uniform and appearance standards without approval.
- g) Using any tobacco product on CapMetro vehicle or property, in accordance with the Tobacco Free policies of CapMetro.

- h) Failing to follow safety rules and regulations.
- i) Failing to follow security policies, guidelines, and procedures.
- j) Notification of an active warrant from any law enforcement or judicial agency; and/or
- k) Any conduct which puts CapMetro or its reputation at risk.

16.0 PERSONNEL

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

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

17.0 SUPERVISION

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

18.0 DISPATCHING & RADIO COMMUNICATION

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

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

19.0 FARE COLLECTION

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

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

CapMetro shall notify CARTS of changes in the fare structure.

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

Fares collected from customers for travel between Manor and Elgin shall not be comingled in CapMetro's fare collection process and shall be collected separately in a manner determined by CARTS.

20.0 CUSTOMER COMPLAINTS

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

21.0 NATIONAL TRANSIT DATABASE REPORTING

CARTS shall collect data, keep records and provide reports sufficient to enable CapMetro to meet its National Transit Database ("NTD") reporting requirements. CARTS is responsible for obtaining all pertinent NTD regulations and procedures to ensure that all required information is collected and reported in a timely fashion. CARTS shall submit the annual report to CapMetro by November 30.

22.0 PERFORMANCE SPECIFICATIONS

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

The following are the performance specifications:

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

23.0 ON-TIME PERFORMANCE

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

24.0 MARKETING AND PUBLIC RELATIONS

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

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

25.0 PERSONNEL QUALIFICATIONS/STANDARDS

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

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

26.0 DRUG AND ALCOHOL TESTING PROGRAM

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

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

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

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

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

27.0 SAFETY AND SECURITY

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

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

CARTS shall be responsible for coordinating and providing security protection for customers, employees and assets regarding the Contracted Service. Coordinating means utilizing local law enforcement or other implementing any security measures necessary to respond to incidents that may occur regarding the Contracted Service.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Operations, Planning and Safety Committee **Item #:** AI-2025-1602

Agenda Date: 9/10/2025

Executive Operations, Planning and Safety Update - September 2025

Update on activities within the Facilities Maintenance Department, key performance indicators, personnel changes, communications and public outreach.