



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

2910 East 5th Street  
Austin, TX 78702

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**Wednesday, February 12, 2025**

**12:30 PM**

**Rosa Parks Boardroom**

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Items with an \* have been revised or further information provided.

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

**I. Call to Order**

**II. Public Comment**

**III. Action Items**

1. Approval of minutes from the December 9, 2024 Operations, Planning and Safety Committee meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a second amended and restated Interlocal Agreement (ILA) between CapMetro and the City of Austin for the expansion and electrification of the Bikeshare Program for an initial three-year term with operations and maintenance and capital contributions from the City in amounts not to exceed \$750,000 and \$3,600,000 respectively, and other contributions outlined in the ILA, with options to extend the ILA through FY2034.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with The eConsortium Group for network monitoring software, for the term of five (5) years payable in yearly installments with the total amount not to exceed \$934,812.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Everon, LLC. for the replacement of the physical access control system at 18 CapMetro sites for an amount not to exceed \$419,225.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Storm Water Drainage Easements, Water Easements, and a Wastewater Easement to the City of Austin for the North Base Demand Response Capital Improvement Project at 10805 Cameron Road, Austin, Texas.

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a blanket electric utility easement to the City of Austin on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new electric utility service for CapMetro's new North Base Demand Response Facility, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the utility infrastructure.
7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute amendments to two leases with 3423 Holdings LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745, extending the leases through December 31, 2025 for a total amount not to exceed \$222,799.
8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with GALLS, LLC for uniform services for a base term of one (1) year including four (4) option years, with 10% (\$522,651) in contingency, for a total amount not to exceed \$5,749,160.

#### **IV. Presentations**

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

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

#### **VI. Adjournment**

#### **ADA Compliance**

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

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

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



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Operations, Planning and Safety Committee **Item #:** AI-2024-1369

**Agenda Date:** 2/12/2025

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



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

2910 East 5th Street  
Austin, TX 78702

**Monday, December 9, 2024**

**1:00 PM**

**Rosa Parks Boardroom**

**I. Call to Order**

1:04 p.m. Meeting Called to Order

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

**II. Public Comment**

There was no public comment this month.

**III. Action Items:**

1. Approval of minutes from the November 13, 2024 Operations, Planning and Safety Committee meeting.

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

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

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Genfare, LLC for the replacement cash farebox & vaulting system hardware, licensing and hosting services for a two (2) year base period and three (3) one-year option periods in a total amount not to exceed \$6,316,871.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the action item agenda to the Board of Directors, due back on 12/16/2024. The motion carried by the following vote:

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

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with World Wide Technology, LLC for Cisco Smartnet network equipment and software support for one (1) year, in an amount not to exceed \$250,437.

A motion was made by Vela, seconded by Ellis, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 12/16/2024. The motion carried by the following vote:

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

4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Carahsoft for Granicus Communications Cloud software support for one (1) year base period and four (4) option years, in an amount not to exceed \$841,733.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 12/16/2024. The motion carried by the following vote:

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

5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Master License Agreement with Pedernales Electric Cooperative, Inc. (PEC) to establish the terms under which CapMetro will approve licenses for PEC to cross CapMetro's railroad right-of-way.

A motion was made by Vela, seconded by Ellis, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 12/16/2024. The motion carried by the following vote:

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

6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with MTM Inc. for the purchase of one-hundred and two (102) used fleet vehicles, in an amount not to exceed \$1,784,685.

A motion was made by Ellis, seconded by Vela, that this Resolution be recommended for the consent agenda to the Board of Directors, due back on 12/16/2024. The motion carried by the following vote:

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

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

1. Executive Operations, Planning and Safety Update - December 2024  
*Update on recent activities, statistical data, personnel changes, communications and public outreach*

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

#### **VI. Adjournment**

1:34 p.m. Meeting Adjourned

#### **ADA Compliance**

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

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

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a second amended and restated Interlocal Agreement (ILA) between CapMetro and the City of Austin for the expansion and electrification of the Bikeshare Program for an initial three-year term with operations and maintenance and capital contributions from the City in amounts not to exceed \$750,000 and \$3,600,000 respectively, and other contributions outlined in the ILA, with options to extend the ILA through FY2034.

**FISCAL IMPACT:**

Refer to executive summary for clarification.

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** The Bikeshare system will empower, enhance, and serve the region and its communities through the responsible delivery of high-quality public transportation that seeks to close the gap between the first mile and last mile of traditional fixed route bus and train service. The Bikeshare program shall be operated through joint funding contributions from the City and CapMetro as outlined in the ILA.

**BUSINESS CASE:** CapMetro Bikeshare facilitates sustainable, healthy, equitable first and last mile connections to transit through a partnership with the City of Austin whereby the City owns the hardware and bicycles and CapMetro operates, maintains, and plans for the system. This partnership allows for strategic growth and an on-going state of good repair.

COMMITTEE RECOMMENDATION: This item will be presented to the Operations, Planning, and Safety Committee on February 12, 2025.

EXECUTIVE SUMMARY: This second amended and restated Bikeshare ILA between the City of Austin and CapMetro allows for the receipt and use of up to \$14.1 million in Transportation Alternatives Set Aside (TASA) grant funds (\$11.3 M in federal funds and \$2.8M in local match funds). These funds will be used to expand, enhance, and electrify the City's docked bikeshare system, now known as CapMetro Bikeshare. The City of Austin Transportation and Public Works Department, supported by CapMetro, was awarded the TASA Federal funding. This funding will result in fully electrifying the fleet and increasing the number of Bikeshare stations. CapMetro will purchase and seek reimbursement from the City for all eligible capital expenses including e-bicycles, associated hardware, associated Bikeshare station construction, and electric infrastructure needed to power the grant-funded system expansion.

City of Austin Contribution: The City will contribute up to \$250,000 each year for operations and maintenance (O&M) of the Bikeshare Program from FY 2025 to FY 2027 for a total amount not to exceed \$750,000. The parties will meet in good faith to review operational costs on April 1, 2026. The April 2026 discussion will include a presentation by CapMetro on financial analysis of operational costs and revenue and will provide a basis for seeking a revised operational contribution from the City for FY 2028 - 2034.

City of Austin Capital Contribution: The City's capital contributions to the Bikeshare Program for the initial 3-year term of the ILA includes local government match funds for the TASA grant award and TASA grant funds in a combined amount not to exceed \$3,600,000. In addition, funds from the sale of City Bikeshare assets will be applied toward program costs.

CapMetro O&M Contribution: O&M costs over and above the City's annual O&M Contribution after the deduction of Program revenue will be the responsibility of CapMetro. The CapMetro Board will approve CapMetro's O&M budget for the Bikeshare Program annually as part of the annual budget process. CapMetro is working to reduce O&M costs by charging e-bikes at stations, actively seeking advertising sponsors for the Bikeshare Program, and planning a change in the overall Bikeshare fare system. It is the intent of the parties to equally share the operating costs of the Bikeshare Program after the reduction of Bikeshare revenue.

CapMetro Capital Contribution: CapMetro's Capital Contribution to the Bikeshare Program was expended from July to November of 2024 when CapMetro's Bikeshare team replaced 73 stations for \$4 million. Future capital expenditures from CapMetro are not expected and will require Board approval.

Background: The City of Austin was among the first municipalities to install a publicly funded bikeshare system in the United States. Austin B-Cycle, now CapMetro Bikeshare, started in 2013 with 43 station/kiosks and 350 bikes.



**PRIOR BOARD RELATED APPROVALS:**

August 2020 - Authorize negotiation and execution of an interlocal agreement with the City of Austin related to expansion and management of Bike Share of Austin and BCycle Austin, a station-based bike share system, for an initial term of four years, and a renewal term of up to three years.

May 2022 - Finalize and execute an amended and restated Interlocal Agreement between Capital Metro and the City of Austin to improve, expand and electrify the MetroBike program through joint funding contributions from both parties for an additional period of up to 10 years with a not to exceed amount as specified in the Interlocal Agreement. The MetroBike program shall be operated directly by CapMetro with funding contributions for operations and capital contributed by the City as outlined in the Interlocal Agreement.

January 2024 - Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with PBSC Urban Solutions, Inc. for the procurement of bicycles, docks, stations, software, and related technology and infrastructure for a public bikesharing system for a term of five (5) base years following a three (3) month mobilization period and five (5), one-year options for an amount not to exceed \$20,645,858. The City of Austin will own all physical hardware, while CapMetro is responsible for operating and maintaining the technology and hardware.

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-2024-1191**

WHEREAS, the City of Austin has been awarded \$11.3 million in Federal Transportation Alternative Set-Aside grant funds with a 20 percent local government match (\$2,823,325) for a total of \$14.1 million investment for the expansion of the CapMetro Bikeshare system; and

WHEREAS CapMetro manages and operates the CapMetro Bikeshare system in accordance with that First Amended and Restated Interlocal Agreement between the City and CapMetro setting forth the roles and responsibilities of the parties related to the Bikeshare Program; and

WHEREAS, the parties now wish to enter into the Second Amended and Restated Interlocal Agreement (ILA) to memorialize the City's contribution of TASA Grant funds and other related O&M and capital funding for the strategic expansion and on-going operations and maintenance of the Bikeshare system; and

WHEREAS, the ILA outlines the process and allocates funds derived from the sale of the legacy (B-Cycle) Bikeshare system.

WHEREAS, with this ILA, the parties are establishing a partnership which the parties define as a shared and equal financial commitment and accountability, as set forth in the ILA, to fully implement a financially sustainable Bikeshare Program.

NOW, THEREFORE, BE IT RESOLVED that the CapMetro Board of Directors authorizes the President & CEO, or her designee, to finalize and execute a second amended and restated Interlocal Agreement (ILA) between CapMetro and the City of Austin for the expansion and electrification of the Bikeshare Program for an initial 3-year term with operations and maintenance and capital contributions from the City in amounts not to exceed \$750,000 and \$3,600,000 respectively, and other contributions outlined in the ILA, with options to extend the ILA through 2034.

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

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

**CapMetro**

CapMetro Bikeshare &  
City of Austin  
ILA

February 2025

# CapMetro Bikeshare Vision



CapMetro Bikeshare will expand mobility options for Austinites.



CapMetro Bikeshare will help deliver on CapMetro's commitment to sustainability.



CapMetro Bikeshare will integrate with all other CapMetro services.



# Bikeshare Partnership

- CapMetro

- Ensure TASA grant funded activities meet the terms of the Advanced Funding Agreement with TXDOT
- Conduct branding, marketing, advertising
- Manage Bikeshare vendor contract, software, associated agreements
- Operations and maintenance (O&M), construction, and planning

- City of Austin

- Reimburse CapMetro for any TASA grant related expense.
- Own program equipment and inventory
- Assist with permitting, traffic control plans, work orders, electric service coordination, and metered electric service
- Ensure access to bikeshare during special events

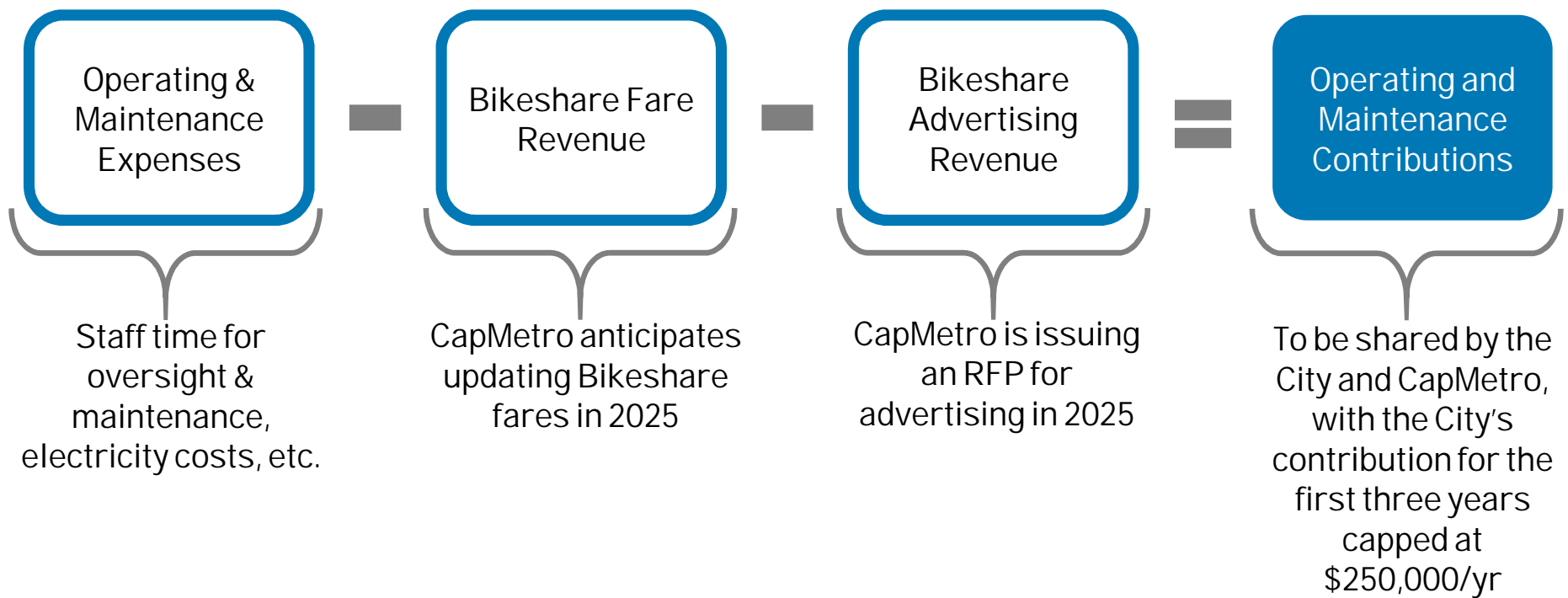
Both parties will work to create monthly and annual reports that will inform future financial contributions.

# Capital Contribution:

- City:
  - FY '25 – '27
    - TASA Grant
    - Local Funds
    - Sale of City Assets
- CapMetro:
  - \$4M for 2024 system replacement



# Operating and Maintenance Contribution:

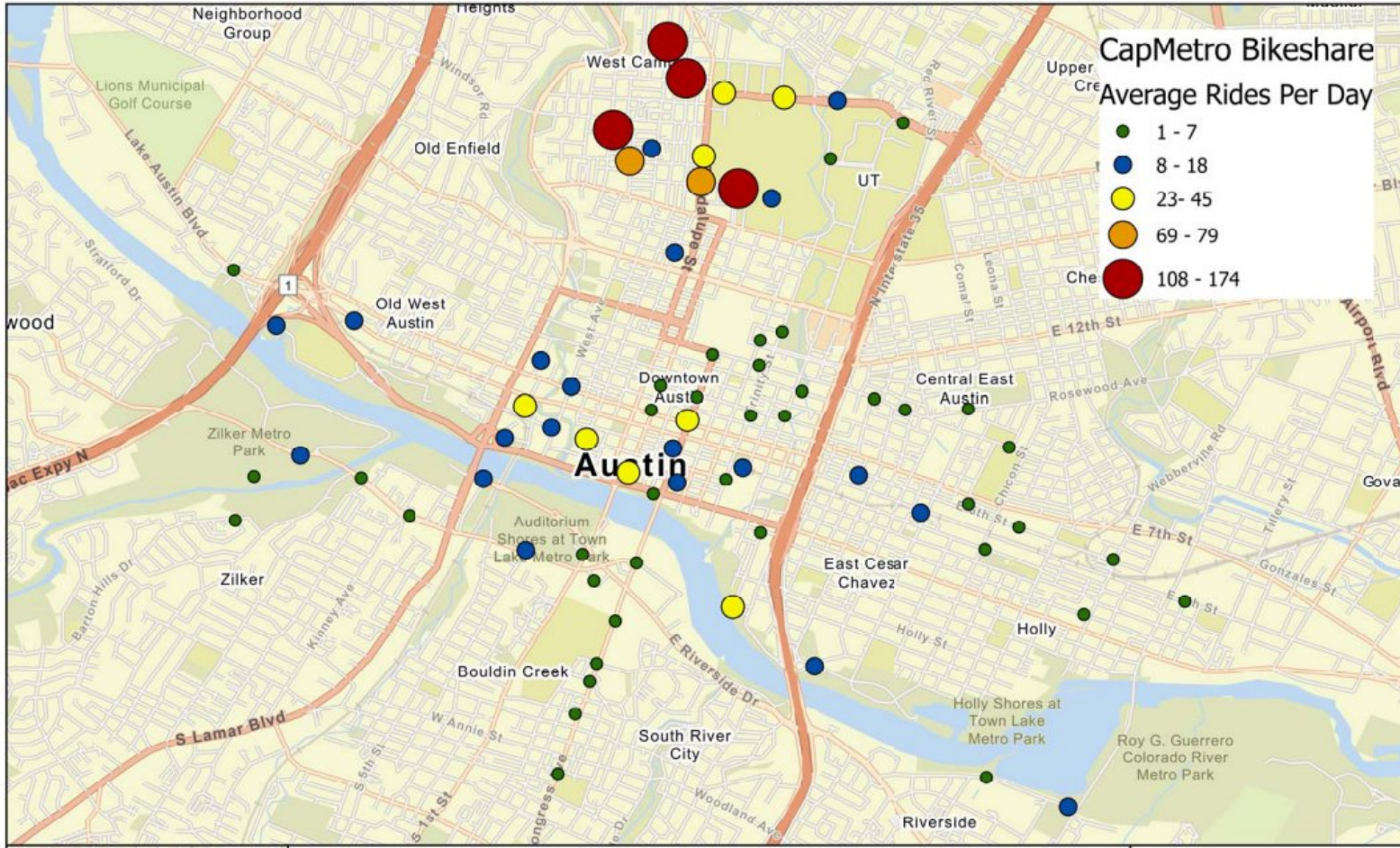


CapMetro

Thank you!



# Average Bikeshare Checkouts: 7/24 – 1/25





# City of Austin

## Recommendation for Action

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**File #:** 24-5397, **Agenda Item #:** 54.

9/12/2024

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### **Posting Language**

Authorize negotiation and execution of an amendment to the interlocal agreement with the Capital Metropolitan Transportation Authority to increase funding for the management of CapMetro Bikeshare, formerly known as MetroBike, in an amount not to exceed \$18,550,000 over 10 years.

### **Lead Department**

Transportation and Public Works.

### **Fiscal Note**

Funding is available in the Capital Budget of the Transportation and Public Works Department.

### **Prior Council Action:**

December 12, 2022 - Resolution No. 20221208-052 authorizing the City Manager to submit a grant application to the Texas Department of Transportation's 2023 Transportation Alternatives Set-Aside Program to fund the expansion of the MetroBike system, was approved on an 11-0 vote.

July 28, 2022 - Item 85 - Council authorized negotiation and execution of an amendment to an interlocal agreement with the Capital Metropolitan Transportation Authority for the co-management of MetroBike, and to increase funding by \$475,000 for a total agreement amount not to exceed \$14,750,000 over a ten-year term. Approved on a 10-0 vote with Council Member Fuentes off the dais.

June 4, 2020 - Item 16 - Council authorized negotiation and execution of an interlocal agreement with the Capital Metropolitan Transportation Authority related to expansion and management of Bike Share of Austin and BCycle Austin, a station-based bike share system, for an initial term of four years, and a renewal term of up to three years. Approved on a 10-0 vote with Council Member Harper-Madison off the dais.

March 26, 2020 - Item 32 - Authorized an amendment to an existing contract with B-Cycle, LLC, to provide bicycles, kiosks, and software for the Austin Bike Share Program, for an increase in the amount of \$439,000, for a revised total contract amount not to exceed \$2,500,000. Approved on an 11-0 vote.

March 26, 2020 - Item 31 - Authorized negotiation and execution of a multi-term contract with Bike Share of Austin, to provide maintenance of the City's bike share program bicycles and infrastructure assets, for up to two years for a total contract amount not to exceed \$336,000. Approved on an 11-0 vote.

December 13, 2018 - Resolution No. 20181213-044 directing the City Manager to develop recommendations regarding the creation of a pilot program that would address shifting modes of transportation by incentivizing transit use was approved on a 6-2 vote with Council Members Houston and Troxclair voting against, Council Member Renteria absent, and Mayor Adler and Council Member Flannigan off the dais.

June 20, 2013 - Item 32 - Authorized award, negotiation, and execution of a supply contract with B-CYCLE LLC, or the other qualified offeror for the purchase of bicycles, kiosks, and software for the Bike Share Program for the Public Works Department for a total estimated contract amount not to exceed \$2,000,000. Approved on a 7-0 vote.

January 17, 2013 - Item 47 - Authorized award, negotiation, and execution of a 60-month requirements service contract with BIKE SHARE OF AUSTIN, to implement market, operate, and manage the Bike Share Program for the Public Works Department with one, 60-month extension option. Approved on a 6-0 vote with Mayor Leffingwell absent.

**For More Information:**

Richard Mendoza, Director, 512-974-2488; Upal Barua, Assistant Director, 512-974-7110; Kirk Scanlon, Division Manager, 512-974-1505; Gilda Powers, Quality Consultant, 512-974-7092.

**Additional Backup Information:**

Bikeshare is a dock-based bike share system. This action will provide for the expansion of the Capital Metropolitan Transportation Authority, (CapMetro) Bikeshare, prioritizing first/last mile access to transit, improving access for underserved communities, and providing more public transportation options for all residents and visitors.

The Transportation and Public Works Department, supported by CapMetro, was awarded \$11.2 million in Transportation Alternative Set Aside (TASA) Federal funding, of which the City of Austin will provide a \$2.8 million in local match funding, to expand and enhance the City's docked, bike-share system, MetroBike. This funding will result in system improvements including but not limited to fully electrifying the fleet and tripling the bikeshare network from 80 stations to 200 stations. During summer 2024 CapMetro contributed \$4,000,000 to replace and update 76 legacy B-Cycle stations with new PBSC CapMetro Bikeshare stations.

The City was among the first municipalities to install a publicly funded bikeshare system in the United States. Austin B-Cycle, now MetroBike, started in 2013 with 43 station/kiosks and 350 bikes. The bikeshare system grew to a total of 79 stations and over 847 bicycles (500 regular pedal bikes and 347 e-bikes). In 2020, through an interlocal agreement (ILA), CapMetro became a partner in the planning and rebranding of the system to MetroBike. In 2022 the ILA was amended to allow for further integration of the MetroBike system to CapMetro's transit system by providing for the absorption of MetroBike operations and maintenance, planning, and promotion into CapMetro's operations.

This amended ILA strengthens the partnership to ensure the effective implementation of the TASA AFA and sustainable operation and expansion of the newly procured and rebranded CapMetro Bikeshare system.

**AMENDED AND RESTATED #2  
INTERLOCAL COOPERATION AGREEMENT  
BY AND BETWEEN  
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
AND  
CITY OF AUSTIN  
FOR  
THE CAPMETRO BIKESHARE PROGRAM  
FKA METROBIKE**

This Amended and Restated #2 Interlocal Cooperation Agreement (this “**Agreement**”) is entered into by and between **Capital Metropolitan Transportation Authority**, a political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**CapMetro**”) and the **City of Austin**, a Texas home rule city and municipal corporation, acting through its Department of Transportation and Public Works (the “**City**”). CapMetro and the City are referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.”

**RECITALS**

1. The City formerly operated a bicycle-sharing service program consisting of a fleet of on-demand self-service bicycles located throughout the City of Austin, which could be rented by the minute/hour, by membership card or credit card, and returned to any bicycle-sharing stations (“**Austin B-Cycle**”).
2. To expand access to multi-modal mobility options in the City of Austin, facilitate connections to transit, and increase the volume of electric-assist (e-assist) bicycles in the bicycle-sharing program fleet, the City and CapMetro agreed to integrate Austin B-Cycle into CapMetro’s public transit system as “**MetroBike**,” formerly, the “**MetroBike Program**,” now known as the “**CapMetro Bikeshare Program**” or “**Bikeshare Program**”.
3. CapMetro and the City entered into that certain Interlocal Cooperation Agreement for the Bikeshare Program dated effective August 18, 2020, formalizing the integration of Austin B-Cycle into the CapMetro transit system, and setting forth the roles and responsibilities of the Parties related to the CapMetro Bikeshare Program (the “**Original Agreement**”).
4. Pursuant to the Original Agreement, as amended and restated, CapMetro operates the Bikeshare Program. The City maintains ownership of all Bikeshare Program bicycles, kiosks, and associated hardware; manufactured and licensed by PBSC Urban Solutions, Inc., under CapMetro Contract No. 500131.
5. On September 5, 2022, CapMetro and the City amended and restated the Original Agreement to further elucidate the roles and responsibilities of the parties (the “**First Amended and Restated Agreement**”).
6. In October 2023, the City was awarded approximately \$11.3 million in Federal Transportation Alternative Set-Aside (“**TASA**”) grant funding to expand and enhance the CapMetro Bikeshare Program and transition fully to electric vehicles. The award of these grant funds requires a Local Government Match in the amount of approximately \$2.9 million. Accordingly, the City will contribute a total of approximately \$14.1 million in TASA grant funds, less any federal and state direct and indirect administrative costs, to CapMetro to expand, enhance and electrify the Bikeshare Program in accordance with the terms of the Advanced Funding Agreement (“**AF**A”) finalized between the City and the Texas Department of Transportation (“**TxDOT**”) and this Agreement.

7. With this Agreement, the Parties are exploring a partnership which the Parties define as a shared and equal financial commitment and accountability to fully implement a financially sustainable Bikeshare Program.
8. The Parties now desire to amend and restate the First Amended and Restated Agreement in its entirety to account for the additional TASA grant funding and as further 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. Program Goals.** The Parties will collaborate to achieve the following goals, without limitation:

1. Preserve, cultivate, and strengthen the valuable CapMetro Bikeshare partnership between CapMetro and the City.
2. Develop and deliver a CapMetro Bikeshare Strategic Expansion Plan that is financially sustainable to: (a) Develop an equitable, affordable, on-demand mobility option to provide access to opportunities and resources; (b) Extend the bikeshare system to provide first/last mile solutions and reach target communities; and (c) Fully integrate the Bikeshare Program with CapMetro’s public transit system.
3. Support the goals and objectives of the [Austin Strategic Mobility Plan](#), [Austin Climate Equity Plan](#), and [Vision Zero](#).
4. Support the goals and objectives of Project Connect.
5. Advance CapMetro’s role as Austin’s mobility provider in the region with an expanded, affordable, and accessible bikeshare system.
6. Migrate the Bikeshare Program from manual bicycles to an all e-assist bicycle fleet.
7. Co-locate electric bicycle infrastructure with mobility hubs, Urban Trails trailheads, and transit facilities.
- 8.
9. SExplore a partnership which the Parties define as a shared and equal financial commitment and accountability to fully implement a financially sustainable Bikeshare Program.
10. Establish a fully equipped operations facility for the Bikeshare Program.

**B. Program Governance.**

1. As a transit amenity, the location of CapMetro Bikeshare facilities and kiosks throughout the CapMetro service area will meet or exceed guidelines set forth in CapMetro’s Service Standards and Guidelines, as amended from time to time, and as required by Federal Transit Administration (“FTA”) Title VI Circular 4702.1B, as amended.

2. The Parties will coordinate on, and CapMetro will create and deliver, a CapMetro Bikeshare Annual Work Plan and Report to guide the program operation and expansion plans, define the broad strategies and parameters of the CapMetro Bikeshare Program, and make overall Program decisions including but not limited to: locations and designs of bicycle kiosks, advertising agreements related to the CapMetro Bikeshare Program, transit wayfinding signage, oversight expenses, considering ad hoc requests, considering new partnerships, and reviewing CapMetro's Operations and Maintenance plan, subject to and in accordance with CapMetro's Service Standards and Guidelines, other applicable CapMetro policies and procedures, and applicable federal, state, and local laws and regulations.
3. The Parties shall meet monthly to seek consensus on all matters involving the Program and follow documented, clear agendas with action items addressed prior to the following meeting. The City's Transportation and Public Works Department Director may designate a program manager to act on behalf of the City with respect to the Bikeshare Program. CapMetro's Chief Operations Officer may designate a program manager to act on behalf of CapMetro with respect to the Bikeshare Program. The program managers will ensure that action items resulting from such meetings are addressed. In the event a consensus is not reached, the matter shall be referred as soon as possible to CapMetro's Chief Operations Officer and the City's Director of the Austin Transportation and Public Works Department for coordination and mutual resolution.

### C. Financial Contributions.

1. The City's financial contribution toward the Program will include an Operations and Maintenance (O&M) Contribution and a Capital Contribution as follows:
  - i. Operations and Maintenance (O&M) Contribution:
    1. The City will contribute up to \$250,000 per fiscal year for Fiscal Years 2025 through 2027 (the "**Annual O&M Contribution**") for a total amount not to exceed \$750,000 (the "**City O&M Contribution**") as shown in **Exhibit "A."** The Annual O&M Contribution will be applied toward CapMetro's operating budget for the ongoing operations and maintenance of the Bikeshare Program. The Annual O&M Contribution amount from the City will be determined by:
      - a. Deducting all relevant Bikeshare O&M expenses from all sources of Bikeshare revenue (fares and passes, sponsorships and advertising, operating grants, etc.), and
      - b. Dividing any expenses that exceed revenue by 2 ("the resulting amount")

If the resulting amount for each party is less than \$250,000, the City will pay that lesser amount. If the resulting amount is equal to or greater than \$250,000 for each party, the City will pay \$250,000.

2. The City will be responsible for on-going electrification expenses (e.g., monthly electric fees associated with charging bikes at Bikeshare stations)

when the station is connected to a City meter (the “**Electrification Costs**”). CapMetro will be responsible for on-going electrification expenses (e.g., monthly electric fees associated with charging bikes at Bikeshare stations) when the station is connected to a CapMetro meter.

3. On April 1, 2026, the Parties will meet and work together in good faith to determine the City’s O&M Contribution for Fiscal Years 2028 through 2034 at the Contribution Meeting. The program managers shall ensure the timely scheduling of the Contribution Meeting.

ii. Capital Contribution:

1. The City will contribute an estimated \$1,200,000.00 per fiscal year for Fiscal Years 2025 through 2027 (the “**Annual City Capital Contribution**”) for a total capital contribution to the Bikeshare Program in an amount not to exceed \$3,600,000.00 as shown on **Exhibit “A”** (the “**City Capital Contribution**”). The Annual City Capital Contribution will be funded using TASA Grant Funds, Local Government Match, revenue derived from the Sale of City Assets, as each is defined herein, or other contributions made under this Agreement. Exact annual contribution amounts are dependent on CapMetro’s delivery of capital assets each year by the TASA Grant. Should delivery of capital assets exceed \$1,200,000.00, and both parties mutually agree to a new total Annual City Capital Contribution, the total contribution may be adjusted accordingly.
2. TASA Grant Funds: The City will contribute the TASA grant funds for the expansion of the Bikeshare Program as set forth in the AFA, (“**TASA Grant Funds**”) which will be credited toward the City Capital Contribution.
3. Local Government Match: The City will contribute \$2,823,325.00 in local government match funds for the TASA Grant as required by the AFA (the “**Local Government Match**”), which will be credited toward the Capital Contribution in accordance with **Exhibit “A”**.
4. Sale of City Assets: Any funds derived from the sale of City-owned Bikeshare Program assets, including but not limited to the sale of legacy assets, B-Cycle equipment, and any other Bikeshare Program hardware that has reached its end of useful life (the “**City Assets**”), will be credited towards the City’s Capital Contribution (the “**Sale of City Assets**”). State of good repair and all decisions regarding the City Assets including whether to surplus, resale, dispose, or recycle City Assets, will be determined solely by CapMetro. CapMetro will invest all revenue obtained from the disposal of City Assets into the Bikeshare Program.
5. The Parties will meet and work together in good faith to determine the City’s Capital Contribution for Fiscal Years 2028 through 2034 at the Contribution Meeting.

6. CapMetro will invoice the City for capital expenses monthly. The City will pay these invoices within 45 days in accordance with the Texas Prompt Payment Act.
2. The City has been awarded \$11.29 million in Federal TASA grant funds requiring a 20 percent Local Government Match.
  - i. After the City provides CapMetro with a formal written notice to proceed using TASA grant funds after the AFA between the City and TxDOT is executed (anticipated fall 2024), CapMetro will invoice the City monthly for reimbursement of allowable TASA expenses and direct payments will be made to CapMetro.
  - ii. Any Bikeshare Program assets purchased prior to the AFA being executed are not reimbursable by the City.
  - iii. CapMetro is responsible for ensuring that all TASA-funded activities undertaken by CapMetro comply with the terms of the AFA. Any funds expended by CapMetro that are not substantially in compliance with the terms of the AFA will be the sole responsibility of CapMetro.
  - iv. Each Party is responsible for ensuring the retention and provision of any financial and contractual documentation in accordance with the AFA and state and local regulations.
3. CapMetro's financial contributions to the Program include:
  - i. Operations and Maintenance Contribution: CapMetro will be responsible for operations and maintenance expenses for the Bikeshare Program that exceed the City's O&M Contribution in Paragraph C.1.i. above. The annual operating and maintenance budget for the Bikeshare Program shall follow the established CapMetro annual budgeting process and is subject to approval by the CapMetro Board of Directors.
  - ii. Capital Contribution: During summer 2024, CapMetro replaced and updated 76 legacy B-Cycle stations with new PBSC Bikeshare Program stations for an amount not to exceed \$4,000,000.00. CapMetro does not anticipate contributing additional capital funds during the term of this Agreement.
4. A Party may contribute additional funds, including in-kind contributions, to the Bikeshare Program at any time ("**Additional Contributions**") if approved by either Parties' Council or Board as necessary. Additional Contributions may be used toward capital or operations and maintenance funding of the Program. Payment of Additional Contributions by one Party will not obligate the other Party to match the contribution.
5. Financial contributions made under this Agreement may be used only for the CapMetro Bikeshare Program and related expenses.



6. Capital contributions by either Party will be held by CapMetro in a dedicated fund for the acquisition of capital assets including but not limited to bicycles and e-bikes, bikeshare stations, and docks (“**Capital Fund**”).

#### **D. Assets.**

1. The City maintains ownership of the Bikeshare Program assets, equipment, and inventory, including but not limited to bicycles and e-bikes, bikeshare stations, kiosks, and docks (“**City Assets**”).
2. CapMetro maintains ownership of the following items related to the Bikeshare Program: the “CapMetro Bikeshare” branding; any software and/or application integration with a CapMetro system; CapMetro facilities, maintenance equipment and inventories, and other items purchased by CapMetro for the Program that are not otherwise owned by the City (the “**CapMetro Assets**”).
3. CapMetro procured a vendor for the provision of a public bicycle sharing system and sought input from the City as permitted by CapMetro’s Acquisition Policy and applicable federal, state, and local procurement laws. CapMetro will directly oversee the contract for the public bicycle share provider, PBSC Urban Solutions, Inc, including but not limited to the bicycles and e-bikes, bikeshare stations, software and hardware, and any associated license agreements. The City shall maintain ownership of the e-bikes, bikeshare stations, and hardware and CapMetro shall maintain ownership of the software and app integration.
4. Any and all advertising agreements and revenue related to the CapMetro Bikeshare Program will be received, retained and utilized by CapMetro for operations and maintenance of the system. Such revenue generated and attributed to operations and maintenance detailed herein are not to be construed as contributions by the City.
5. All City Assets will be disposed of by CapMetro when such assets have reached the end of their life. Funding derived from the Sale of City Assets will be allocated by CapMetro to the Program and credited towards the City’s Capital Contribution. CapMetro will work with the City, when applicable, to ensure that the Sale of City Assets by CapMetro conform to all applicable laws and ordinances, including compliance with the City’s zero waste goal and recycling program. CapMetro will provide the City with a report within thirty (30) days of when such assets have been disposed of. Any media and marketing pertaining to the Sale of City Assets will be in accordance with Section J. of this Agreement.

#### **E. Financial Requirements, Management and Records.**

1. The Parties will provide mutual access to inspect and audit the business records of the Program.
2. The Parties will provide mutual access to all planning and operational documents for the Program.

#### **F. CapMetro Bikeshare Pass Fees.**

1. The CapMetro Board of Directors has the sole authority for setting CapMetro Bikeshare pass fees and fee structures and may adjust such fees at any time in accordance with

CapMetro policies and applicable federal and state laws and regulations including but not limited to FTA Circular 4702.1B.

2. CapMetro Bikeshare fees collected through the CapMetro mobile application and the CapMetro Bikeshare app will be credited offset ongoing Bikeshare operations and maintenance costs. Such credits will be calculated after deducting mobile application processing and credit card fees. Such fees collected and attributed to operations and maintenance detailed herein are not to be construed as contributions by the City.

#### **G. Planning.**

1. The City is responsible for right-of-way planning and approvals related to the Program.
2. CapMetro is responsible for service area planning, system development and deployment planning, station alignment/location planning, program expansion timeline, and station design related to the Program, in consultation with the City.
3. The Parties will coordinate to further develop the concept of mobility hubs using coordinated bicycle and bus stops as the foundation to encourage more mobility options including but not limited to scooters or any other micro-mobility devices, subject to CapMetro's Service Standards and Guidelines and applicable federal, state, and local laws and regulations.

#### **H. Management and Daily Operations.**

1. The City will provide a case manager to facilitate efficient, streamlined permitting. While CapMetro and its contractors are responsible for traffic control plans, work orders and installation and design of approved traffic devices for protection of stations within the ROW (delineator posts, parking/curb stops), and any necessary inspection for the bikeshare station; the assigned City Case Manager will assist CapMetro and its contractors in the efficient delivery of said traffic control plans, work orders, and inspections.
2. The City will coordinate with CapMetro to protect station access during special events (i.e., Austin City Limits, South By Southwest, etc.) and right-of-way closures due to construction. In addition, CapMetro will attend planning meetings and properly staff operation needs for City coordinated special events.
3. CapMetro will employ only orderly and competent workers, skilled in the performance of the services which they will perform and will increase staffing levels in accordance with system expansion to meet stated goals, to the extent practicable and consistent with the agency's operational standards and guidelines.
4. The Parties will develop service level objectives ("SLOs") for monitoring the quality and effectiveness of the CapMetro Bikeshare Program. The SLO areas should include, at a minimum, targets to protect the longevity of bike and station assets (i.e., battery replacement, tire replacement, in-active device idle time, station repairs, etc.), as well as performance measures related to system operations and assets (i.e. average station downtime, average available bikes per station, etc.). In addition, SLOs should report on station rebalancing efforts, expansion milestone expectations, and expenditure reports. CapMetro is required to submit a quarterly SLO report to the City, outlining SLO targets

met and milestone updates. SLOs will be published in the annual report of the CapMetro Bikeshare Program.

**I. Data Sharing.**

1. The City of Austin (City) will utilize the Mobility Data Specification (MDS) Provider Application Program Interface (API) for data sharing, as outlined at: <https://github.com/openmobilityfoundation/mobility-data-specification/tree/dev/provider><https://github.com/openmobilityfoundation/mobility-data-specification/tree/dev/provider>.

**J. Media and Marketing.**

1. CapMetro is the primary public media spokesperson regarding CapMetro Bikeshare but will closely coordinate with the City. The Parties will establish a process to notify and consult with CapMetro Bikeshare Program stakeholders prior to either Party making public statements or conducting media interviews in an official capacity.
2. CapMetro is responsible for social media for the CapMetro Bikeshare Program and will coordinate with the City.
3. CapMetro is responsible for public outreach and promotional campaigns for the CapMetro Bikeshare Program. Public outreach and promotional campaigns will be coordinated with the City.
4. CapMetro will advertise on CapMetro Bikeshare assets. Any and all proceeds and/or revenue derived from advertising activities will be retained by CapMetro to support ongoing costs of operations and maintenance of the Program. CapMetro will provide a report to show ad revenue generated and the off-set cost to operations and maintenance of the Program with the SLO quarterly report. Such costs attributed to operations and maintenance detailed herein are not to be construed as contributions by the City.
5. The City will coordinate with CapMetro to implement public feedback through the Austin 3-1-1 system and will coordinate with CapMetro to address Customer Service Request(s) submitted to Austin 3-1-1.

**K. Reporting.** The Parties will collaborate to develop a CapMetro Bikeshare Monthly and Annual Report and Work Plan. This report will be due no later than November 1st of each Year. In addition, the Parties will have access to CapMetro Bikeshare's data platform.

**L. City Pass Bank.** The City pass bank will remain in place with no change to the structure of the Program. The City will offer City of Austin and Austin Energy employees CapMetro Bikeshare passes at no cost to the employee from the City pass bank.

**M. CapMetro Pass Program.** CapMetro will offer CapMetro employees and its service providers, if permissible, CapMetro Bikeshare passes at no cost.

**N. Term and Termination.** The initial term of this Agreement (“**Initial Term**”) will commence on the last signature date of this Agreement (“**Effective Date**”) and expiring on September 30, 2027. Sixty (60) days prior to the expiration of the Initial Term, either Party shall have the right and option to renew this Agreement in a writing signed by the Parties for up to seven (7) option periods of

twelve (12) month duration each at the financial contributions agreed to between the Parties as a result of the Contribution Meeting or otherwise, and approved by the Parties' respective governing bodies, beginning October 1, 2027 (the "**Renewal Option**"). In the event CapMetro exercises any Renewal Option, the total term of this Agreement shall not extend beyond September 30, 2034. A Fiscal Year is defined as a one-year period that begins on October 1 and ends on September 30 of the following year. Either Party may terminate this Agreement, in whole or part, without cause, upon ninety (90) days' prior written notice.

**O. Invoicing.**

The Parties will process invoices in accordance with the Texas Prompt Payment Act ("**Prompt Payment Act**"), Chapter 2251, Texas Government Code. Interest charges will be paid in accordance with the Prompt Payment Act.

CapMetro shall submit invoices to the City on a monthly basis for Capital Contributions and on a quarterly basis for O&M Contributions by sending an e-mail invoice to [TPWAccountsPayable@austintexas.gov](mailto:TPWAccountsPayable@austintexas.gov) or:

City of Austin – TPW Finance  
Accounts Payable  
5202 E. Ben White, Suite 450  
Austin, TX 78741

Invoices submitted by CapMetro for City O&M Contributions should include relevant financial documentation related to all Bikeshare program revenues and expenses for the specified timeframe to reflect the terms per section C.1.i.1.

The City shall submit payments on a monthly basis for capital contribution reimbursement and quarterly basis for operations and maintenance expenses in accordance with the Texas Prompt Payment. Checks will be mailed to:

Capital Metropolitan Transportation Authority  
P.O. Box 736492  
Dallas, TX 75373-6492

For banking information related to making an ACH please contact [AR@capmetro.org](mailto:AR@capmetro.org).

**P. Availability of Funding.** This Agreement is dependent upon the availability of funding. The Parties' payment obligations are payable only from current funds appropriated and available for the Agreement. A Party will provide the other Party written notice if it fails to appropriate funds to pay the amounts due under this Agreement. A Party will also notify the other Party as soon as practicable if there is a reduction of the appropriated funds necessary for such Party to perform under this Agreement.

**Q. General Terms and Conditions**

1. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties. The City's Manager and the CapMetro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action from the City or action from the CapMetro Board of

Directors, but only to the extent necessary to implement and further the clear intent of City Council and 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. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

2. **Further Instruments.** The Parties agree to execute and/or amend such other and further instruments and documents as is or may become necessary or convenient to effectuate the terms of this Agreement and the Program.
3. **Maintenance of Records.** CapMetro and the City will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the latter of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.
4. **Disputes.** Should any dispute arise between the Parties to this Agreement, then the City and CapMetro agree to negotiate prior to prosecuting a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each Party within ten (10) days after receipt of the request or such later period as agreed by the Parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of such a meeting and any subsequent meetings with respect to such a dispute shall be to attempt in good faith to negotiate a resolution of the dispute. If, within twenty (20) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, the Parties will, upon written notice of one Party to the other Party, given within ten (10) days following the expiration of such twenty (20) day period ("**Request for Mediation**"), proceed directly to non-binding mediation as described below.
5. **Mediation.** If the efforts to resolve such dispute through negotiation fail within the period set forth in the foregoing section, or the City and CapMetro each waive the negotiation process, the Parties may select, within twenty (20) days after the date of the Request for Mediation or mutual waiver of negotiation, as applicable, a mediator trained in mediation skills to assist with resolution of the dispute. The Parties agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediators. Nothing in the Agreement prevents the Parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the Parties fail to agree on a mediator within twenty (20) days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The mediation shall take place in Austin, Texas. The Parties agree to participate in mediation in good faith for up to thirty (30) days from the date of the first mediation session. The Parties shall share the costs of the mediator equally. In the absence of a separate written agreement of the Parties to the contrary, the results of this mediation shall not be binding on either of the Parties.
6. **Liability.** THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENCE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL,

INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

7. **Force Majeure.** Except as otherwise provided, neither Party is liable for any delay in, or failure of performance, or a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, or the common enemy, or the result of war, riot or insurrection, civil corruption or disturbance, sovereign conduct, strikes, lockouts, or other industrial disputes, fires, explosions, epidemics, pandemics, embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.
8. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code (“**Texas Public Information Act**”) and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of the other Party. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this Agreement.
9. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
10. **Successors and Assigns.** This Agreement may be not assigned, in whole or in part, by either Party without prior written consent of the other Party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors (if any).
11. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.
12. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
13. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever or no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all provisions of this Agreement, which will remain of full force and effect.

14. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.
15. **Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Either Party may change its address for notice by written notice to the other Party.

The City: City of Austin  
Austin Transportation and Public Works Department  
ATTN: Assistant Director  
P.O Box 1088  
Austin, Texas 78767-1088

CapMetro: Capital Metropolitan Transportation Authority  
Attn: VP, Demand Response and Micro Transit Services  
2910 E. 5th Street  
Austin, Texas 78702

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

16. **Sovereign Immunity.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
17. **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.
18. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties to the subject matter contained in this Agreement.
19. **Prior Agreements.** This Agreement supersedes any and all prior agreements regarding this subject including the Original Agreement and the first Amended and Restated Agreement.
20. **Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of this Agreement.
21. **Contracting Authority.** The Parties' execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

*[Signatures Page Follows]*

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

**Capital Metropolitan Transportation Authority**

**City of Austin**

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

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

Dottie Watkins  
President & CEO

Richard Mendoza  
Director, Transportation and Public Works

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

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

Approved as to form for CapMetro:

\_\_\_\_\_  
Sheri Jones  
Associate Counsel

Approved as to form for City:

\_\_\_\_\_  
Angela Rodriguez  
Assistant City Attorney

DRAFT

**Exhibit "A"**  
**City of Austin Funding Contributions**

	<b>Annual City Capital Contribution</b>	<b>Annual City O&amp;M Contribution</b>
FY25	1,200,000	\$250,000
FY26	1,200,000	\$250,000
FY27	1,200,000	\$250,000
<b>TOTAL:</b>	<b>\$ 3,600,000*</b>	<b>\$750,000</b>

\* Adjustments to the City's O&M Contribution for FY28 through FY34 will be determined in accordance with Section C(1)(i) of the Agreement.

DRAFT

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with The eConsortium Group for network monitoring software, for the term of five (5) years payable in yearly installments with the total amount not to exceed \$934,812.

**FISCAL IMPACT:**

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

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** Maintaining a robust, reliable, and secure network ensures the continuity of CapMetro's information systems. The Cisco ThousandEyes solution allows CapMetro to enhance the Agency's cybersecurity posture by providing critical visibility into network performance and identifying potential threats.

**BUSINESS CASE:** Cisco ThousandEyes will provide real-time visibility into network performance, enabling proactive identification of anomalies and potential threats such as cyber attacks and other advanced network disruptions. Rapid identification of performance issues and security incidents allows for faster response times, minimizing downtime and mitigating potential damage. Cisco ThousandEyes will help identify and resolve performance bottlenecks in critical applications, improving user experience and business productivity.

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

EXECUTIVE SUMMARY: CapMetro depends on a robust, redundant, and secure network while also allowing for the expansion of the network to keep up with the service demands of CapMetro customers and departments. This Contract with The eConsortium Group will assist CapMetro in expanding and maintaining a highly available and resilient information systems network.

DBE/SBE PARTICIPATION: A 0% SBE goal was assigned for this procurement. This procurement was conducted through Cooperative Purchasing agreement which does not include subcontractor opportunities.

PROCUREMENT: CapMetro will utilize the Texas Department of Information Resources (DIR), Contract Number DIR-CPO-5347, held by The eConsortium Group, for Cisco Branded Products and Related Services, to provide Cisco Thousand Eyes Network Monitoring Software and Support.

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 Cisco Thousand Eyes Network Monitoring Software and Support was determined to be fair & reasonable by the DIR organization during its solicitation and award process. The following is The eConsortium Group’s lump sum pricing for software and support for a five (5) year term from notice to proceed:

Description	Lump Sum Price
Cisco Thousand Eyes Network Monitoring Software and Support - Year 1	\$197,011.37
Cisco Thousand Eyes Network Monitoring Software and Support - Year 2	\$184,450.00
Cisco Thousand Eyes Network Monitoring Software and Support - Year 3	\$184,450.00
Cisco Thousand Eyes Network Monitoring Software and Support - Year 4	\$184,450.00
Cisco Thousand Eyes Network Monitoring Software and Support - Year 5	\$184,450.00
<b>Grand Total for Years 1 Through 5:</b>	<b>\$934,811.37</b>

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1364**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with The eConsortium Group for network monitoring software, for the term of five (5) years payable in yearly installments with the total amount not to exceed \$934,812.

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

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

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Everon, LLC. for the replacement of the physical access control system at 18 CapMetro sites for an amount not to exceed \$419,225.

**FISCAL IMPACT:**

Funding for this action is available in the FY2025 Capital Budget

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** Replacing the hardware of the backend physical access control system, which is at the end of its service life, assists with maintaining the safety and security of our administrative, and remote facilities. The backend physical access control system serves to ensure security and reduce risks. The project focuses on promoting a safe customer experience and organizational effectiveness in alignment with the CapMetro strategic plan by improving business effectiveness and improving safety. Maintaining the backend physical access control system at all CapMetro owned properties demonstrates to customers and employees that CapMetro is deploying the resources necessary to mitigate critical risks. This project also aligns with the objectives of maintaining a culture of safety and adhering to a state of good repair.

**BUSINESS CASE:** CapMetro will replace the backend controls of the physical access control systems at all current CapMetro owned properties in and around the greater Austin-metro area. The backend physical

access control system is what operates the badge and card reader devices at all locations. The system assists with the physical control of the access to buildings and properties. Replacing the backend physical access control system with a “Mercury” backend platform will enhance security, functionality, improve the ease of connectivity, and will allow for future expansion. The “Mercury” based Access Control System platform is now the market standard in transportation, government, and major companies.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval at the February 12, 2025 Operation, Planning and Safety Committee meeting.

**EXECUTIVE SUMMARY:** CapMetro serves thousands of employees and customers daily who use our facilities. The safety and security of both our customers and employees is a priority. It is our responsibility to mitigate any security vulnerability as much as practical by ensuring that all our facilities are safe and secure. The scope of this project is to replace the backend controls for physical access control systems at 18 existing locations to maintain a state of good repair.

**DBE/SBE PARTICIPATION:** A 0% SBE goal was assigned to this procurement. The scope of work, which is for replacement of IT hardware equipment did not include subcontract opportunities.

**PROCUREMENT:** CapMetro will utilize OMNIA Partners Contract No.R220701, held by Everon LLC, for Facility Technology Integration & Security System Services, to provide, deliver, install and test a new hosted Backend Physical Access Control System with supporting hardware and software for eighteen (18) CapMetro locations. OMNIA Partners 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 OMNIA Partners contracts satisfy otherwise applicable competitive bidding requirements. Pricing for the new Backend Physical Access Control System was determined to be fair and reasonable by the OMNIA Partners organization during its solicitation and award process. Additionally, the pricing provided by Everon LLC is the best value to CapMetro, considering price analysis of competitive cooperative vendor quotes received. The term of the Contract is nine (9) months from notice to proceed. The following is the lump sum contract price Everon LLC provided per their OMNIA Partners contract: Description: Backend Physical Access Control System Replacement. Lump Sum Price: \$419,225. The contract is a fixed price contract.

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

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1171**

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to replace the backend controls for physical access control system at existing CapMetro properties.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors authorizes the President & CEO, or her designee, to finalize and execute a contract with Convergent Technologies LLC. for replacing the backend physical access control system at existing CapMetro properties for an amount not to exceed \$419,225.

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

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



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Operations, Planning and Safety Committee **Item #:** AI-2025-1400

**Agenda Date:** 2/12/2025

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute Storm Water Drainage Easements, Water Easements, and a Wastewater Easement to the City of Austin for the North Base Demand Response Capital Improvement Project at 10805 Cameron Road, Austin, Texas.

**FISCAL IMPACT:**

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

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** Granting the storm water drainage easements, water easements, and wastewater easement for the North Base Demand Response Capital Improvement Project directly supports the agency's ability to construct this new operational & maintenance facility and therefore fulfill key strategic goals and objectives.

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

**BUSINESS CASE:** The approval of the storm water drainage easements, the water easements, and the

wastewater easement are required in order to provide public utility services to the CapMetro facility. The storm water drainage easements specifically provide for a cost-effective technical solution to address stormwater runoff.

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

**EXECUTIVE SUMMARY:** CapMetro is developing a new Demand Response operations and maintenance facility located on 25 acres of land at 10805 Cameron Road, Austin, Texas. This parcel of land is owned by CapMetro and is currently undeveloped, which requires new utility connections from the City of Austin. An open storm drainage channel is required within CapMetro property to minimize impacts to Cameron Road; this open channel requires easements dedicated to the City of Austin. New water and wastewater (sewer) utility connections are also needed from the City of Austin. These new utilities enter the CapMetro property from the public right of way and require easements dedicated to the City of Austin for the City to maintain their utility infrastructure. These easements are a requirement of the City of Austin utility departments.

CapMetro's procedures require Board approval before CapMetro grants an easement across its property.

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

**PROCUREMENT:** Does not apply.

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

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2025-1400**

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

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

WHEREAS, the new facility requires storm water drainage easements, water easements, and a wastewater easement to be granted to the City of Austin for new utility connections to the property;

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

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

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



# North Base Demand Response Facility Easement Agreements

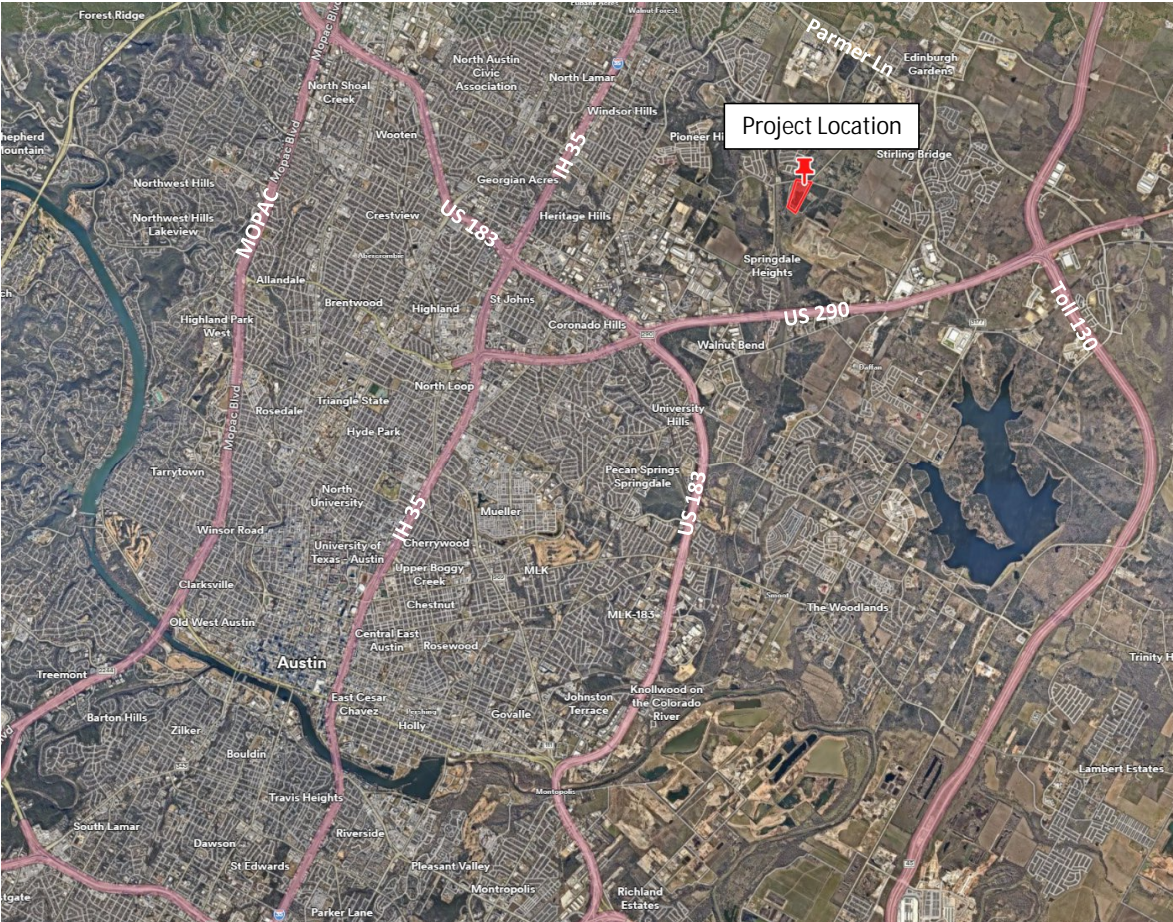
CapMetro Board Action

February 12, 2025

# Demand Response – Growing service



# Location: 10805 Cameron Road, Austin, TX 78754

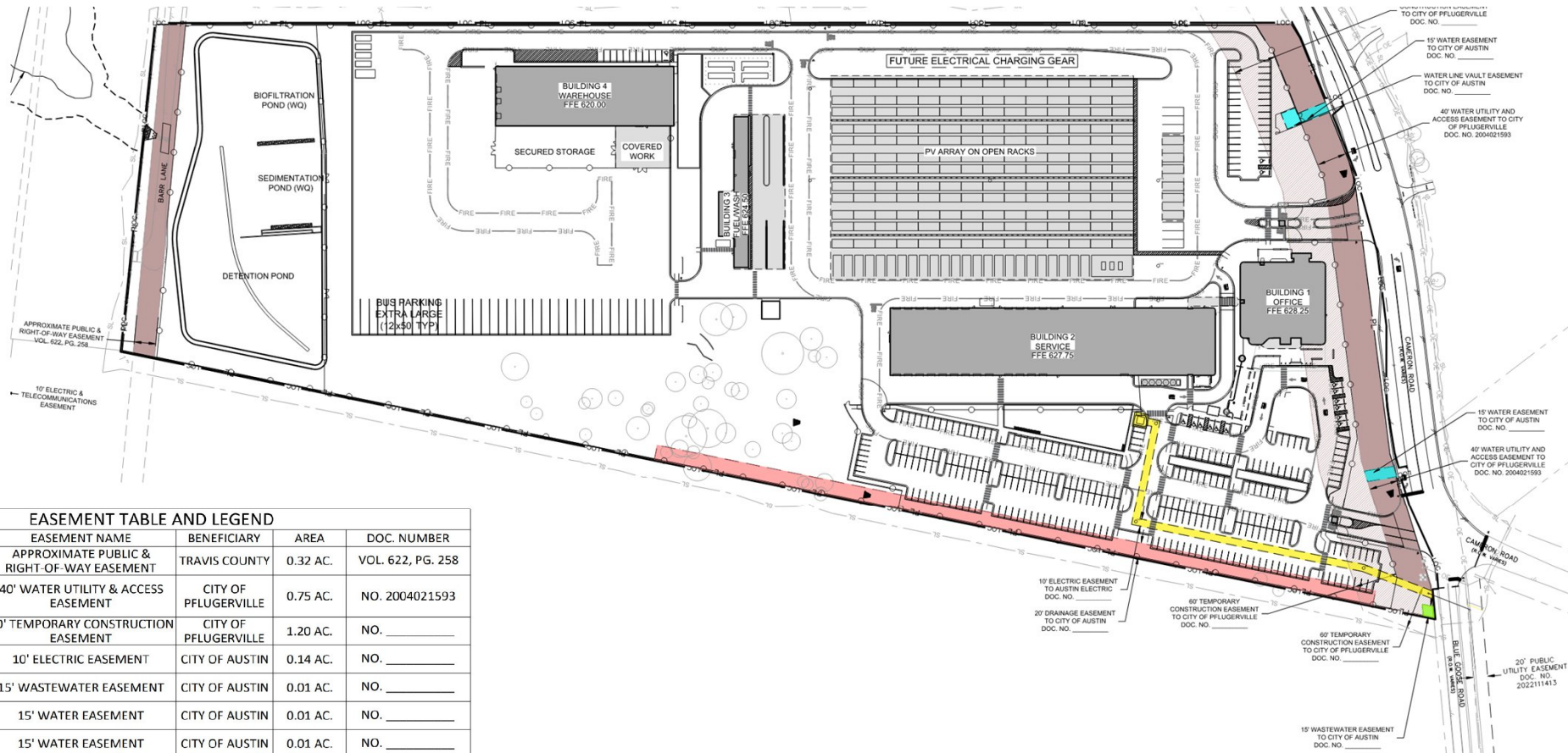


## Easement Summary










Because the site is currently undeveloped, new utility services are needed to support the new facility. The utility providers require easement agreements per the following:

1. Austin Water – water and wastewater (sewer) easements
2. Watershed Protection Department – storm drain easements
3. Austin Energy – blanket easement and final easement

# Easement Diagram



**EASEMENT TABLE AND LEGEND**

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



CapMetro

Thank you!

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Operations, Planning and Safety Committee **Item #:** AI-2025-1401

**Agenda Date:** 2/12/2025

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**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a blanket electric utility easement to the City of Austin on CapMetro-owned property located at 10805 Cameron Road, Austin, Texas, for the purpose of providing new electric utility service for CapMetro’s new North Base Demand Response Facility, which, after final construction, shall be limited to an area extending five feet on all sides of the actual installed location of the utility infrastructure.

**FISCAL IMPACT:**

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

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** Granting the electric utility easements for the North Base Demand Response Capital Improvement Project directly supports the agency's ability to construct this new operational and maintenance facility and therefore fulfill key strategic goals and objectives, such as the agency's ability to provide an improved paratransit (ADA) and accessible transit system to the community.

**BUSINESS CASE:** The approval of the electrical easement is required to provide public utility service and electrical power to the new CapMetro facility. Funding for this action is available in the FY2025 Capital Budget.

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

**EXECUTIVE SUMMARY:** CapMetro is developing a new Demand Response operations and maintenance facility located on 25 acres of land at 10805 Cameron Road, Austin, Texas. This parcel of land is owned by CapMetro and is currently undeveloped which requires a new electric utility service from the City of Austin to meet the electrical loads of the new facility.

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

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

CapMetro procedures require Board approval before CapMetro grants an easement across its property.

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

**PROCUREMENT:** Does not apply

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

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2025-1401**

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

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

WHEREAS, the new facility requires new electrical service and an associated electrical easement granted to the City of Austin for new service to this property;

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

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

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

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute amendments to two leases with 3423 Holdings LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745, extending the leases through December 31, 2025 for a total amount not to exceed \$222,799.

**FISCAL IMPACT:**

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

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

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

**BUSINESS CASE:** CapMetro does not have adequate staging and storage spaces for transit-oriented amenities and vehicles. CapMetro’s growth requires additional storage space that will help ensure transit part delays do not create unnecessary transit service interruptions. These commercial leases will provide additional storage and staging space needs and allow more efficient and less costly storage solutions to be provided for Capital Construction and Facilities Management. The funding for these lease amendments is included in the FY25

Operating Budget.

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

**EXECUTIVE SUMMARY:** CapMetro currently leases two separate spaces at 7415 Circle S Road in Austin for bus amenities staging and storage. This leased space is required until the agency depletes the bus stop infrastructure currently located on site. This resolution is seeking Board approval for staff to extend the current commercial lease spaces which provide more storage for bus shelter parts, bus stop amenities, and retired vehicles to support the expanded zero emission fleet and to mitigate the wait for longer part lead times. In addition, this storage space will eliminate the need for less efficient and more costly storage solutions for capital construction projects and facilities maintenance. The current lease option expires in March 2025. The proposed lease term amendment for the extension period shall be through December 31, 2025.

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

**PROCUREMENT:** Does not apply.

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

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2025-1404**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute amendments to two lease agreements with 3423 Holdings, LLC for 93,242 rentable square feet of land storage space at 7415 Circle S Road, Austin, Travis County, TX 78745, extending the leases through December 31, 2025 for a total amount not to exceed \$222,799.

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

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

**SUBJECT:**

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with GALLS, LLC for uniform services for a base term of one (1) year including four (4) option years, with 10% (\$522,651) in contingency, for a total amount not to exceed \$5,749,160.

**FISCAL IMPACT:**

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

**STRATEGIC PLAN:**

**Strategic Goal Alignment:**

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

**Strategic Objectives:**

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

**EXPLANATION OF STRATEGIC ALIGNMENT:** Presenting a consistent and uniform appearance across the Capital Metro service portfolio assists customers in readily identifying team members available to assist them with their transportation needs.

**BUSINESS CASE:** CapMetro strives to provide excellent customer experiences and to provide our team members with a top-notch working environment.

**COMMITTEE RECOMMENDATION:** This item was presented and recommended for approval at the February 12, 2025 Operation, Planning and Safety Committee meeting.

**EXECUTIVE SUMMARY:**



The contract requires the uniform vendor to meet detailed design specifications which cover both the appearance of the item as well as its wearability. The vendor has a location within our area to facilitate the opportunity for Capital Metro team members to try on uniforms, be fitted for alterations, and purchase needed items. Additionally, the vendor is required to maintain an online catalog of approved uniforms with ordering capability.

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

**PROCUREMENT:** CapMetro will utilize Sourcwell cooperative Contract No. 011224-GAL, held by Galls, LLC for Public Safety Uniforms and Related Products and Services, to provide Frontline Employees Uniforms.

Sourcwell awarded contracts are made available for use by Capital Metro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperations Contract and The Texas Interlocal Cooperation Act. Purchases made using Sourcwell contracts satisfy otherwise applicable competitive bidding requirements.

Pricing for Frontline Employee Uniform was determined to be fair & reasonable by the Sourcwell organization during its solicitation and award process. The contract is a fixed unit price, indefinite quantity, indefinite delivery contract, for one base year with four one-year options including 10% contingency for future growth. The following is the total not to exceed amount for base and option years with contingency:

<b>Description</b>	<b>Not-To-Exceed Amount</b>
Base Year - 1 Frontline Employee Uniforms	\$915,974.08
Option Year - 1 Frontline Employee Uniforms	\$975,875.27
Option Year - 2 Frontline Employee Uniforms	\$1,040,318.94
Option Year - 3 Frontline Employee Uniforms	\$1,109,138.86
Option Year - 4 Frontline Employee Uniforms	\$1,185,201.19
Grand Total for Base and Option Years:	\$5,226,508.34
10% Contingency:	\$522,650.83
Grand Total Board approval with Contingency:	\$5,749,159.17

**RESPONSIBLE DEPARTMENT:** Operations and Maintenance Oversight

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

**STATE OF TEXAS  
COUNTY OF TRAVIS**

**AI-2024-1381**

WHEREAS the Capital Metropolitan Transportation Authority Board of Directors (and/or CapMetro Management) recognize the continued customer benefit to having improved consistency of appearance amongst its various team members; and

WHEREAS the Capital Metropolitan Transportation Authority Board of Directors (and/or CapMetro Management) recognize the need to (reason for bringing this agenda item forward).

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 Galls, LLC for Frontline Employee Uniforms, or for a base term of one (1) year including four (4) option years, with 10% (\$522,651) in contingency, for a total amount not to exceed \$5,749,160.

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

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



# Capital Metropolitan Transportation Authority

2910 East 5th Street  
Austin, TX 78702

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Operations, Planning and Safety Committee **Item #:** AI-2024-1357

**Agenda Date:** 2/12/2025

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Executive Operations, Planning and Safety Update - February 2025

*Update on recent activities, statistical data, personnel changes, communications, public outreach, Accessible Wayfinding, and CapMetro Expo and Pleasant Valley Rapid service.*