



Agenda - Final
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, June 24, 2024

12:00 PM

Rosa Parks Boardroom

I. Call to Order

II. Safety Briefing:

III. Public Comment:

IV. Advisory Committee Updates:

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

V. Board Committee Updates:

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

VI. Consent Items:

1. Approval of minutes from the May 20, 2024 board meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Silsbee Ford Inc. to purchase five (5) Ford SUVs for the CapMetro Non-Revenue Vehicle Fleet in an amount not to exceed \$279,213.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an amendment to an Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on CapMetro services to address lost service hours in January and February 2024 resulting in a corresponding reduction in revenue of \$82,645.

4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with World Wide Technology, LLC for Cisco Enterprise Agreement for network equipment and software support for five (5) years, in an amount not to exceed \$895,428.
5. Approval of a resolution authorizing the President & CEO, or her designee, to correct the not-to-exceed amount on the contract with CFJ Manufacturing for uniform services, for which the Board previously approved an increase in funding by \$490,000 at its meeting on May 20, 2024. The total contract not-to-exceed amount should be \$2,325,118.

VII. Action Items:

1. Approval of a resolution authorizing the President & CEO, or her designee, to implement an Amendment to the August 2024 Service Change.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Capital Excavation, Inc. for construction of the Goodnight Ranch Park and Ride for \$5,089,628, plus \$1,017,926 representing 20% contingency for a total amount not to exceed \$6,107,554.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin for bus services and fare programs for an estimated revenue of \$22,700,000 for a period of three years starting September 1, 2024.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an emergency services contract with Cap-A-Bus Inc. to provide vehicle storage and upkeep maintenance services, on a month-to-month basis, for up to two years, beginning July 1, 2024, in an amount not to exceed \$614,800.
5. Approval of a resolution authorizing the President & CEO, or her designee, to execute a contract with Enqbator LLC to provide cloud hosted Sitefinity web content management system for a base period of one year and four one-year options in an amount not to exceed \$789,057.

VIII. Discussion Item:

1. Transition to Technology of Choice: Update on CapMetro Sustainability Vision

IX. Report:

1. President & CEO Monthly Update June 2024

X. Memo:

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

1. Memo: Updates on TCOLE Authorization and Transit Police Department Public Engagement (May 31, 2024)

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

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

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

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



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-189

Agenda Date: 3/28/2022

Customer Satisfaction Advisory Committee (CSAC)

Capital Metropolitan Transportation Authority

Customer Satisfaction Advisory Committee (CSAC)

Wednesday, June 12, 2024.

6:00 PM

Virtual Presentation

CapMetro Employees: Brian Alejandro, Samia Arni, Carlos Balderas, Peter Breton, Katheryn Cromwell, Roberto Gonzalez, Kelsey Lammy, Edna Parra, Donna Simmons, Emmanuel Toutin, Marcella Wood.

Committee Members: Arlo Brandt, David Foster, Betsy Greenberg, Fangda Lu, David Shapiro, Diana Wheeler.

Guests: Ruven Brooks.

Meeting called to order at 6:05 PM

Welcome / Introductions / Call to Order

Vice-Chair Foster

Approval of the minutes – Motion to approve by Diana Wheeler / 2nd by Arlo Brandt – passes unanimously as amended.

Public Communications

Fangda Lu shares issues he’s encountered when trying to use on-board validators. **Marcella Wood** and **Brian Alejandro** share that they are aware of the issue and say they will follow up.

David Foster asks that the committee be updated on and sent any communications regarding further engagement for the Crestview Grade Separation project, and **Peter Breton** explains that the project is currently on hold awaiting funding, but he will make sure the committee is updated and engaged appropriately as the project moves forward.

Childcare Options Review

Donna Simmons, Executive VP of Administration / DEI Officer

Donna Simmons overviews the current options available to – and the next steps forward for – providing CapMetro families with childcare and the future of the CapMetro Child Care & Early Learning Center.

David Foster asks if there is any connection between non-CapMetro families using the current service, and **Donna Simmons** explains that non-CapMetro families are generally those close to the center.

David Foster asks if opening the center to community members lowers the cost of or gives another advantage to CapMetro, and **Donna Simmons** says it does lower the cost, and childcare assistance is a major advantage CapMetro has in hiring and retaining employees.

Amendment to the Previously Approved August Service Changes

Katheryn Cromwell, Regional Transit and Mobility Planner

Katheryn Cromwell overviews a proposed amendment to the August 2024 service change, which expands the Leander Pickup zone to service a 0.64sqmi addition to the south-southwest corner of the existing zone.

David Foster asks if unused funds from Leander are re-invested or returned, and **Katheryn Cromwell** explains while she can’t speak to the specifics, the money is reimbursed to Leander.

Initial FY2025 Budget Review

Emmanuel Toutin, Director of Budget and Financial Planning

Emmanuel Toutin overviews the proposed FY2025 budget process, including the budget development calendar, forecasted operating revenue and expenses, and capital budget highlights.

Title VI Program Update

Carlos Balderas, Manager of Supplier Diversity & Civil Rights Compliance

Carlos Balderas shares the Title VI Program Update, including an overview of Title VI and work done on the Language Assistance Plan.

David Foster asks how CapMetro translates materials into other languages. **Carlos Balderas** explains that CapMetro has various contracts with vendors that can help either translate documents or connect them with live interpretation.

David Foster asks how CapMetro worked through engaging the community on the changes to the program. **Carlos Balderas** overviews the engagement process for the Title VI Program Update.

Betsy Greenberg asks about any equity or Title VI analyses done for the first phase of the Project Connect light rail. **Peter Breton** says he'll reach out to Austin Transit Partnership for any information or a response.

Meeting adjourned at 7:13 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-190

Agenda Date: 3/28/2022

Access Advisory Committee

Capital Metropolitan Transportation Authority

Access Advisory Committee

Wednesday, June 5, 2024

5:30 PM

Virtual Presentation

CapMetro Employees: Carlos Balderas, Peter Breton, Katheryn Cromwell, Louise Friedlander, Roberto Gonzalez, Art Jackson, Martin Kareithi, Kelsey Lammy, Julie Lampkin, Chris Mojica, Edna Parra, Sara Sanford, Randy Slaughter, Emmanuel Toutin.

Supporting Staff: Nick Milum, Raul Vela, Christopher Westbrook.

Committee Members: Andrew Bernet, Glenda Born, Audrea Diaz, Mike Gorse, Paul Hunt.

Guests: Tracey Moody.

Meeting called to order at 5:39 PM; Quorum at 6:08 PM

Welcome / Introductions / Call to Order

Chair Hunt

Approval of the minutes – Glenda Born / 2nd by Andrew Bernet – passes unanimously

Public Communications

Tracey Moody explains her difficulties with the new Spare system. **Art Jackson** says he'll follow up with her.

Mike Gorse shares that he is hearing of issues with operators showing up early and not following the scheduled windows. **Julie Lampkin** shares that they're aware of the issue and are working with Spare to make it more obvious to the operators when the window has opened and when it is still closed.

Glenda Born shares that operators are sometimes dropping-off riders streetside, rather than curbside, and asks staff to remind operators to drop-off curbside when possible.

Paul Hunt explains that he was recently denied the ability to book a ride. **Julie Lampkin** shares that there were some technical issues, and CapMetro staff are working with Spare to fix it.

Tracey Moody says that she has been denied the ability to book a ride on multiple occasions, and **Julie Lampkin** says she'll follow up.

Martin Kareithi shares an update on the NaviLens wayfinding pilot.

Spare Update

Julie Lampkin, Director of Demand Response Operations

Julie Lampkin provides an update on the implementation of Spare, highlighting key performance indicators, challenges and enhancements, and next steps.

Audrea Diaz says she is having issues with booking a ride scheduled after 10pm, and **Julie Lampkin** says that she'll work with the CapMetro IT department and Spare to resolve the issue.

Tracey Moody shares that she is having issues with booking trips with reservationists after 3pm due to computational delays in the system. **Julie Lampkin** shares that they are aware of the issue and are working to improve the wait times.

Paul Hunt shares his support for the option to go through the eligibility application process online and suggests that there be an option for an applicant's physician to upload medical documents, rather than to require the applicant to do so. He also shares that there are issues with pin locations regarding pick-up and drop-off in Spare. **Julie Lampkin** says she will investigate possible changes and solutions.

Title VI Program Update

Carlos Balderas, Manager of Supplier Diversity & Civil Rights Compliance

Carlos Balderas shares the Title VI Program Update, including an overview of Title VI and work done on the Language Assistance Plan.

Initial FY2025 Budget Review

Emmanuel Toutin, Director of Budget and Financial Planning

Emmanuel Toutin overviews the proposed FY2025 budget process, including the budget development calendar, forecasted operating revenue and expenses, and capital budget highlights.

Paul Hunt asks if installing validators on CapMetro Access vehicles is included or planned. **Art Jackson** says he's working on it and will follow up.

Amendment to the Previously Approved August Service Changes

Katheryn Cromwell, Regional Transit and Mobility Planner

Katheryn Cromwell overviews a proposed amendment to the August 2024 service change, which expands the Leander Pickup zone to service a 0.64sqmi addition to the south-southwest corner of the existing zone.

Paul Hunt suggests extending Red Line service to the late morning and early afternoon.

Meeting adjourned at 7:12 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2022-329

Agenda Date: 1/24/2022

Public Safety Advisory Committee (PSAC)

Capital Metropolitan Transportation Authority

Public Safety Advisory Committee (PSAC)

Friday, May 31, 2024

11:30 AM

Virtual Presentation

CapMetro Employees: Peter Breton, Nina Loehr, Kevin Manley, Edna Parra, Joe Rose, Vaishnavi Tiwari, Yvonne Wilson.

Committee Members: Luis Osta Lugo, Adam Powell, Christian Tschoepe, Leslie York.

Meeting Quorum Not Met; Standing items were tabled, but Staff presentations continued. Presentations started at 11:43 AM.

Public Safety Ambassador Program Update

Kevin Manley, Public Safety Supervisor

Kevin Manley updates the committee on the Public Safety Ambassador program, including the current staffing levels and newly hired ambassadors, special assignments and trainings, and events.

Adam Powell asks when the newest Ambassadors were hired, and **Kevin Manley** says that they were hired and started training in February and started in earnest as Ambassadors in April.

Subcommittee Update

Edna Parra, Community Engagement and Involvement Manager

Peter Breton, Community Engagement Coordinator

Peter Breton updates the committee on scheduled subcommittee meetings and current items up for community review.

TCOLE and Facilities Update

Joe Rose, Assistant Chief Administrator

Joe Rose shares that the Transit Police, Public Safety Ambassador, and Community Intervention teams have moved into the new Public Safety facility, and that CapMetro has received TCOLE authorization.

Meeting ended at 12:00 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2024-1178

Agenda Date: 6/24/2024

Approval of minutes from the May 20, 2024 board meeting.

Minutes

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, May 20, 2024

12:00 PM

Rosa Parks Boardroom

I. Call to Order

12:13 p.m. Meeting Called to Order (following Safety Briefing and Recognition).

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

II. Safety Briefing:

III. Recognition

1. Community Intervention Program Award

IV. Public Comment:

Lori Renteria, Pio Renteria and Zenobia Joseph provided public comments.

V. Advisory Committee Updates:

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

VI. Board Committee Updates:

1. Operations, Planning and Safety Committee

No meeting was held this month, so no report was given.

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

VII. Consent Items:

1. Approval of minutes from the April 10, 2024 public hearing and April 22, 2024 board meeting.

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

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

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract for State Legislative Consulting Services with the offices of Marc A. Rodriguez for a base term of three (3) years, with one (1) two-year extension option, in a total amount not to exceed \$648,000.

VIII. Action Items:

1. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with World Wide Technology, LLC. for identity and access management for one (1) base year and four (4) option years in an amount not to exceed \$2,240,856.

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

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

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Vertosoft LLC. to provide Swiftly operational & customer “real time” vehicle information and analytics tools for a base period of six (6) months with three option periods through November 30, 2027, in a total amount not to exceed \$2,712,168.

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

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

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Ajimco Construction, Inc. for the purchase and installation of a fall protection system in CapMetro’s bus maintenance facilities in an amount not to exceed \$249,100.

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

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

4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a modification to the contract with CFJ Manufacturing for uniform services, increasing the contingency funding by \$490,000, in a total amount not to exceed \$11,107,259.

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

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

5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Silsbee Ford Inc. to purchase five (5) Ford Explorer Vehicles for the CapMetro Non-Revenue Vehicle Fleet in an amount not to exceed \$279,213.
6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract modification with Texas Disposal Systems, Inc. to increase the funding for their contract that expires February 26, 2025, by \$35,000, including contingency, in a new total not to exceed amount of \$182,434.

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

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

7. Approval of a resolution adopting the Revised Title VI Policies and approving the Title VI Service Monitoring Results, and approval of submission of the Triennial Title VI Program Update to the Federal Transit Administration.

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

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

8. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Purchase and Sale Agreement for the purchase of 0.5350 acres of Lot 1, Houston & Powell Addition, and 0.1480-acre of Lot 2, Houston & Powell Addition, tracts of land located at 621 North Pleasant Valley Road, Austin, Texas 78702, all other improvements, and any easements and rights appurtenant thereto, from Montwalk Holdings, Ltd. for new CapMetro facility, in an amount not to exceed \$1,500,000 plus closing costs, as well as the payment of a broker fee to CBRE, Inc. in an amount not to exceed \$7,480.

This item was presented after Executive Session.

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

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

IX. Report:

1. President & CEO Monthly Update

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

Into Executive Session: 2:04 p.m.

Out of Executive Session: 2:44 p.m.

Section 551.072 for deliberation regarding the purchase, exchange, or value of real property, and Section 551.071 for consultation with an attorney regarding related legal issues; also

Section 551.071 for consultation with an attorney regarding legal issues, including potential or contemplated litigation, related to contracts with vendors.

XI. Items for Future Discussion:

XII. Adjournment

2:49 p.m. Meeting Adjourned

ADA Compliance

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

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

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

Board of Directors

Item #: AI-2024-1154

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Silsbee Ford Inc. to purchase five (5) Ford SUVs for the CapMetro Non-Revenue Vehicle Fleet in an amount not to exceed \$279,213.

FISCAL IMPACT:

Funding for this action is available in the FY2024 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The purchase of five (5) vehicles is in alignment with financial and environmental sustainability through resource optimization and a culture of safety. The replacement of life-expired non-revenue vehicles ensures that CapMetro employees can perform operational functions enhancing the safety of passengers and operators, and creating a more attractive environment for the riding public.

BUSINESS CASE: CapMetro has identified a need to replace five (5) non-revenue vehicles that have been in the fleet for over fifteen years and are beyond their planned life. The life-expired vehicles are experiencing decreasing reliability and increasing maintenance costs.

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

EXECUTIVE SUMMARY: CapMetro operations uses the non-revenue vehicle fleet for various operational functions. This vehicle purchase will provide for the replacement of five (5) life-expired vehicles used to support CapMetro's mission. Given the planned use of the vehicles, an SUV style vehicle is the most appropriate vehicle.

DBE/SBE PARTICIPATION: A 0% SBE goal is assigned to this contract as it is for the procurement of vehicles.

PROCUREMENT: CapMetro will utilize the Interlocal Purchasing System (TIPS) Cooperative Contract #210907 held by Silsbee Ford Inc. for Automobiles.

TIPS awarded contracts are made available for use by CapMetro via Title 7, Intergovernmental Relations Chapter 791, Interlocal Cooperations Contract and the Teas Interlocal Cooperation Act.

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

The contract is a fixed price contract for delivery of (5) Ford, 4 Door, All Wheel Drive, Gasoline Engine vehicles in the Total Not to Exceed amount described below.

Description	Quantity	Price Per Vehicle	Total Not to Exceed
Ford 4 Door All Wheel Drive, Gasoline Engine	5	\$55,792.43	\$279,212.15

RESPONSIBLE DEPARTMENT: Operations & Maintenance Oversight

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1154

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors recognizes the need to purchase vehicles for the CapMetro non-revenue vehicle fleet.

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 Silsbee Ford Inc. to purchase five (5) Ford SUVs for the CapMetro Non-Revenue Vehicle Fleet in an amount not to exceed \$279,213.

**Secretary of the Board
Becki Ross**

Date: _____

Board of Directors

Item #: AI-2024-1162

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an amendment to an Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on CapMetro services to address lost service hours in January and February 2024 resulting in a corresponding reduction in revenue of \$82,645.

FISCAL IMPACT:

This action reimburses CapMetro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: This is a revenue-generating agreement which provides for a cost-sharing arrangement to provide public transportation services. This long-standing partnership with the University of Texas at Austin assists with campus mobility and parking concerns while increasing public transit ridership.

BUSINESS CASE: UT Shuttle service fulfills the transit demand generated by a major activity center and employer in our service area. The cost recovery for this agreement exceeds what is collected via traditional fare collection on other fixed route services.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on June 12, 2024.

EXECUTIVE SUMMARY: CapMetro has partnered with the University of Texas at Austin since 1989 to provide shuttle bus services for the use and benefit of the University and the Austin community. The current agreement became effective on September 1, 2021 and continues through August 31, 2024. During the months of January and February, CapMetro experienced operational issues that impacted its ability to provide adequate service levels to The University of Texas at Austin. Recognizing the importance of this revenue-generating relationship, the staff is requesting that Cap Metro rebate the University of Texas at Austin a reasonable portion of those lost service hours.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Operations

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1162

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors recognizes the importance of our relationship with the University of Texas at Austin; and

WHEREAS, CapMetro has an Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on CapMetro services; and

WHEREAS, CapMetro did not provide a full complement of the shuttle services and rides during the months of January and February of 2024.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute an amendment to an Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on CapMetro services to address lost service hours in January and February 2024 resulting in a corresponding reduction in revenue of \$82,645.

Date: _____

**Secretary of the Board
Becki Ross**

**FIRST AMEENDEMENT TO THE
AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This First Amendment (“Amendment”) to the Agreement between The University of Texas at Austin (“University”) and Capital Metropolitan Transportation Authority (“CapMetro”) is dated effective as of April 01, 2024 (“Effective Date”).

Effective as of September 1, 2021, University and CapMetro entered into an Agreement for transportation services. Now, University and CapMetro desire to amend the terms of the Agreement as more particularly set forth below:

1. Between January 1, 2024, through February 29, 2024, UT shuttles experienced a 10% drop in service levels. As a result of the foregoing, University and CapMetro agree to the following with respect to University’s payment obligations, notwithstanding any terms or conditions in the Agreement to the contrary:
 - a. The parties agree to reduce the January monthly payments owed by 6.77% or \$40,645 resulting in an adjusted monthly payment of \$559,355.
 - b. The parties agree to reduce the January monthly payments owed by 7% or \$42,000 resulting in an adjusted monthly payment of \$558,000
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between University and Capital Metro with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as modified and amended herein, all the terms, provisions, requirements and specifications in the Agreement remain in effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. This Amendment shall be construed and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, University and CapMetro have executed and delivered this Amendment effective as of the Effective Date.

THE UNIVERSITY OF TEXAS AT AUSTIN

CAPMETRO

By: _____
Name: Jay Hartzell
Title: President
Date: _____

By: _____
Name: Catherine Walker
Title: CFO
Date: _____

Operations, Planning and Safety Committee **Item #:** AI-2024-1179

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with World Wide Technology, LLC for Cisco Enterprise Agreement for network equipment and software support for five (5) years, in an amount not to exceed \$895,428.

FISCAL IMPACT:

Funding for this action is available in the FY2024 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: Maintaining a robust, reliable, and secure network ensures the continuity of CapMetro's information systems. The Cisco Enterprise Agreement is a technical support service that allows World Wide Technology and CapMetro direct access to Cisco's Technical Assistance Center (TAC) to ensure resolution of critical network issues and a procurement vehicle to purchase Cisco network equipment.

BUSINESS CASE: The Cisco Enterprise support agreement will provide maintenance and professional services for CapMetro's network infrastructure. The support agreement will include the ability to directly access specialized Cisco technical services to assist staff in the management and resolution of production issues that may arise.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations,

Planning and Safety Committee on June 12, 2024.

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 World Wide Technology LLC will assist CapMetro in expanding and maintaining a highly available and resilient information systems network.

DBE/SBE PARTICIPATION: There was no SBE goal assigned to this procurement. This CO-OP procurement is a renewal for licensing of hardware support for Cisco system, which does not include subcontractor opportunities.

PROCUREMENT: CapMetro will use the Department of Information Resources (DIR) Contract No. DIR-TSO-4167, held by Cisco Systems, Inc., to contract with World Wide Technology LLC, who is authorized to resell Cisco Branded Products and Services under the DIR contract.

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 Branded Products and Services was determined to be fair & reasonable by DIR's organization during its solicitation and award process.

The pricing provided by World Wide Technology for Cisco Enterprise Agreement and network equipment with software support is detailed below. The term of the Contract is five (5) year from notice to proceed.

Description	Total Not to Exceed Amount
Cisco Enterprise Agreement - Five (5) Years	\$646,120.00
Cisco Meraki Exterior Wireless Access Points for 2910 E 5 th St and North OPs Bus Yards	\$249,308.00
Grand Total	\$895,428.00

This 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-2024-1179

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 World Wide Technology, LLC for Cisco Enterprise Agreement for network equipment and software support for five (5) years, in an amount not to exceed \$895,428.

**Secretary of the Board
Becki Ross**

Date: _____

Board of Directors

Item #: AI-2024-1194

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to correct the not-to-exceed amount on the contract with CFJ Manufacturing for uniform services, for which the Board previously approved an increase in funding by \$490,000 at its meeting on May 20, 2024. The total contract not-to-exceed amount should be \$2,325,118.

FISCAL IMPACT:

Funding for this action is available in the FY2024 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: Providing quality uniforms and uniform services to CapMetro and CapMetro service provider staff ensures our agency is well represented while providing transit service to the community, and also ensures our team members are supported in their roles.

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 Operations, Planning and Safety Committee meeting on June 12, 2024.

EXECUTIVE SUMMARY: The CapMetro Board approved a modification to CapMetro's contract CFJ Manufacturing during the May 2024 board meeting (item AI-2024-1148) to allocate additional contingency funding in an amount of \$490,000. The action item erroneously included - and the Board approved - a total not to exceed amount of \$11,107,259. The correct not to exceed amount should be \$2,325,118 and this action item corrects the error.

The \$490,000 contingency funding will be used for option year 3 of the uniform services contract to provide uniforms for contracted service provider employees, for the remainder of 2024.

The original contract was for \$1,835,118 beginning December 28, 2021. The contract was calculated at \$365 per employee per year. This change is needed to keep pace with increasing costs. One such example is that the current collective bargaining agreement for fixed route bus services increased the annual allotment for uniforms to \$500 per Contractor employee. We have been growing rapidly, adding items and departments to our contract. The request is for an additional \$490,000, based on the monthly average billing of \$70,000 for Operations and Maintenance. The addition of these contingency funds adds a hedge to the overall contract amount that is expected to cover costs for the remainder of the contract.

DBE/SBE PARTICIPATION: CFJ Manufacturing is a certified SBE.

PROCUREMENT: On November 22, 2021, the CapMetro Board of Directors authorized CapMetro to enter a contract with the CFJ Manufacturing for one base year and two option periods of 12 months each for the not-to-exceed amount of \$1,835,118. A contract was subsequently awarded to CFJ on December 14, 2021. CapMetro is in the final contract year, Option Period 2 (year 3 of the contract) through December 31, 2024.

This action revises a previous board action (item AI-2024-1148) to correct the not to exceed contract amount to be \$2,325,118.

RESPONSIBLE DEPARTMENT: Operations and Maintenance

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1194

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to educate and inform its customers and the larger public of its service offerings, changes and improvements; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to maintain uniform contract with the flexibility to provide a full range of services to accomplish its goals and objectives.

NOW, THEREFORE, BE IT RESOLVED by the CapMetro Board of Directors that the President & CEO, or her designee, is authorized to correct the not-to-exceed amount on the contract with CFJ Manufacturing for uniform services, for which the Board previously approved an increase in funding by \$490,000 at its meeting on May 20, 2024. The total contract not-to-exceed amount should be \$2,325,118.

**Secretary of the Board
Becki Ross**

Date: _____

Board of Directors

Item #: AI-2024-1172

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to implement an Amendment to the August 2024 Service Change.

FISCAL IMPACT:

Funding for this action is available in the FY2024 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Service changes are in accordance with CapMetro's Service Standards and Guidelines (Adopted June 2023). The proposed adjustment to the Leander Pickup Zone is the result of community and customer feedback and will ensure a high quality customer experience.

BUSINESS CASE: This amendment to the Board-approved August 2024 service change increases the size of the Leander Pickup zone, but does not include any additional resource requirements of CapMetro.

COMMITTEE RECOMMENDATION: This agenda item was presented at a public hearing on June 12, 2024 and recommended for approval at the June 12, 2024 Operations, Planning and Safety Committee meeting following the hearing. In addition, this agenda item will be presented to the full board on June 24, 2024.

EXECUTIVE SUMMARY: On April 22, 2024 the CapMetro Board of Directors directed the CapMetro President & CEO to implement the August 2024 Service Change. This action amends the August 2024 service change to

include an expansion of the existing Leander Pickup Zone. This proposal is the result of collaboration and engagement between CapMetro and the City of Leander to determine best opportunities to increase transit service and access within the member city.

The following is a high-level summary of the amendment to the service change for August 2024:

Leander Pickup Expansion - The proposed Pickup zone expansion in Leander would add 0.64 square miles to the southwest corner of the current zone in response to ongoing feedback and requests for additional Pickup coverage from both current Pickup customers and City leadership. This proposed zone expansion would be the fifth expansion to the Leander Pickup zone since service began in the city in December 2019. Additionally, this proposed zone expansion would be resource neutral to the agency and may result in increased wait times at peak hours due to increased demand and travel distances generated by this additional service area. If implemented, CapMetro staff will closely monitor ridership, wait times, and the overall customer experience to understand trends and mitigate challenges to the extent possible.

CapMetro's service change community engagement for this amendment aims to keep riders informed on the feedback opportunities associated with this potential change in their area. CapMetro staff will keep customers updated on potential zone expansion efforts through the following, but not limited to: website updates, Pickup App outreach, signage at key areas of interest, updates to Leander City Council, and media updates

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Planning and Development

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1172

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

WHEREAS, CapMetro identified a need to provide increased Pickup service in response to requests for additional coverage from Leander customers and City leadership, and

WHEREAS, a Pickup service analysis identified key medical, retail and residential destinations adjacent but outside the current Leander Pickup zone, and

WHEREAS, the proposed changes are resource neutral and will result in increased coverage and a higher level of customer satisfaction, and

WHEREAS, the proposed amendment to the service change does not meet the definition of a major service change as set forth in CapMetro's Title VI Policy, and thus a service equity analyses was not conducted, and

WHEREAS, a public hearing regarding the proposed amendment to the service change was held on June 12th.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to implement the August 2024 Service Change Amendment, as described in the attached presentation, as part of the August 2024 Service Change, for service beginning Sunday, August 18, 2024.

**Secretary of the Board
Becki Ross**

Date: _____



Amendment to the Previously-Approved August Service Changes

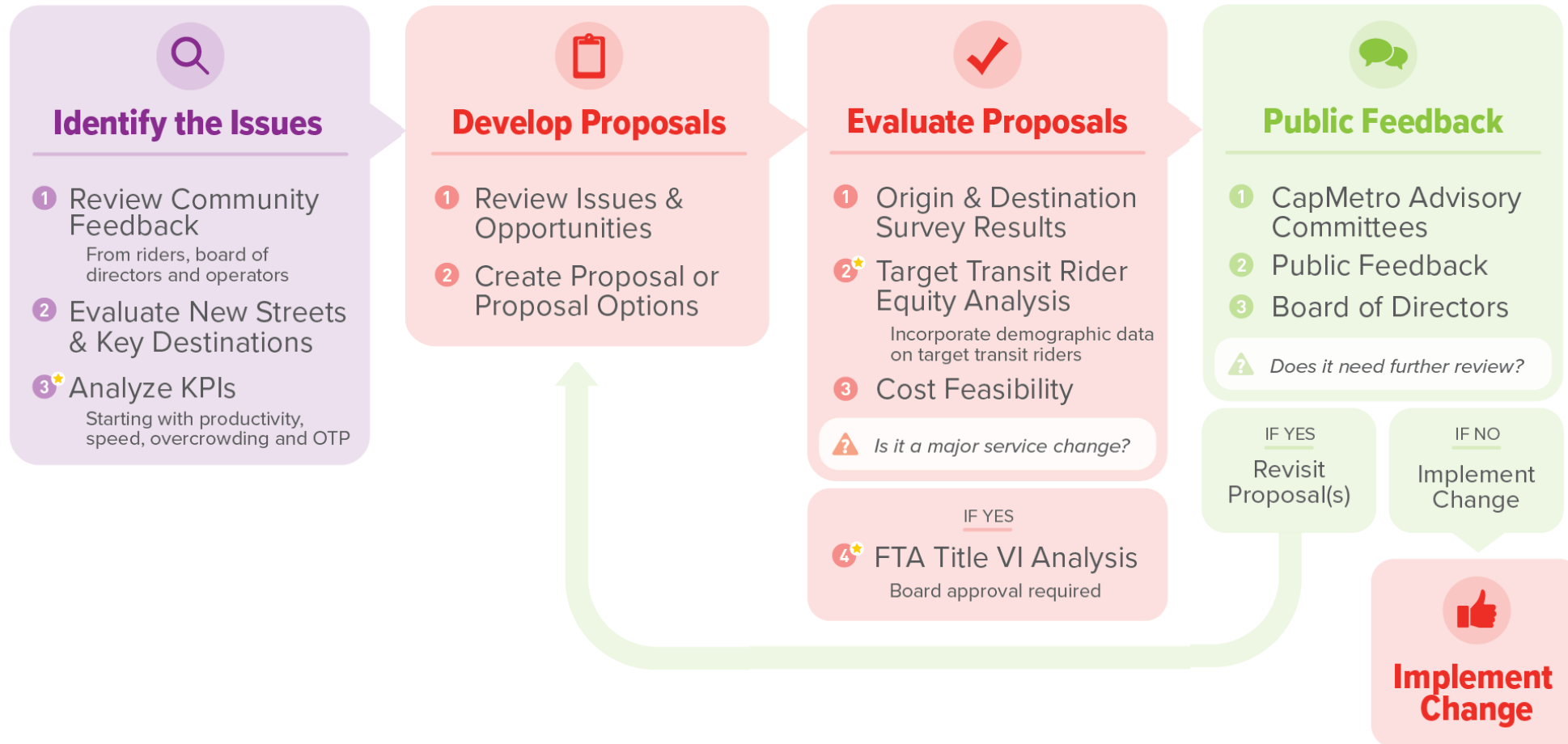
June 12, 2024

Today's Presentation

- Proposed Amendment to August Service Changes
 - Step 1: Identify Challenges and Opportunities
 - Step 2: Develop and Evaluate Proposal
 - Step 3: Engage Community and Board Approval



How is a service change proposal developed?

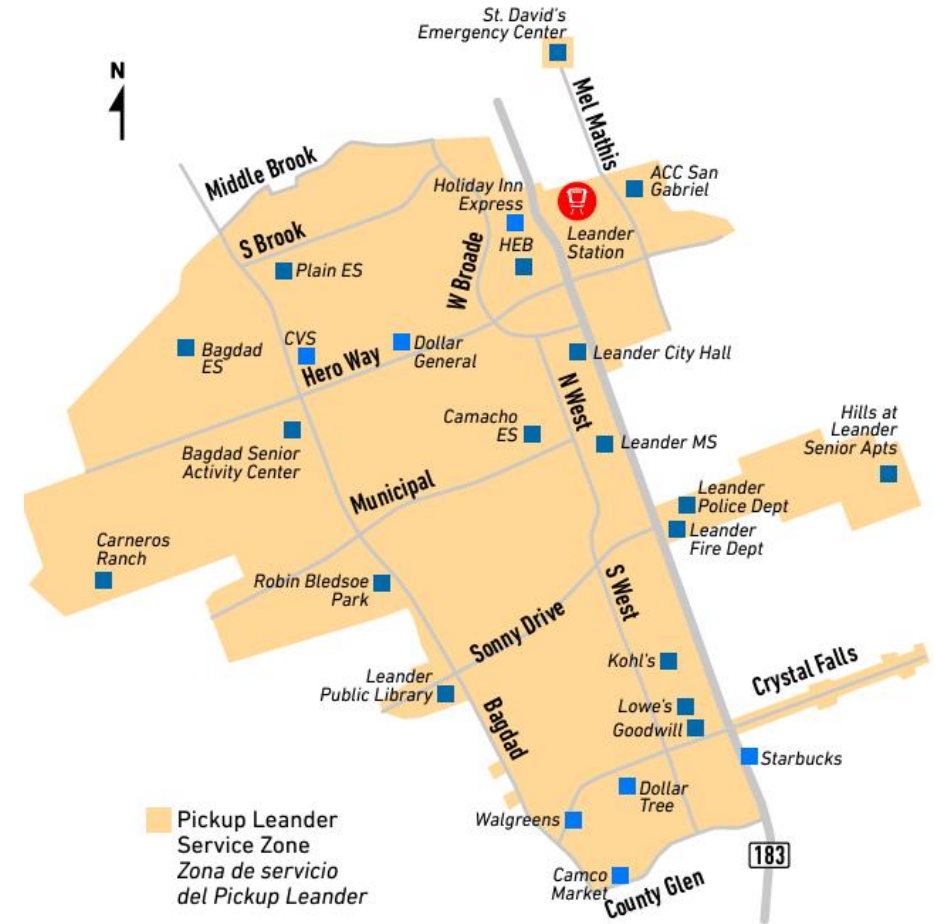


Step 1: Identifying Challenges & Opportunities



Zone History & Characteristics

- Launched December 2019
 - 4 zone boundary additions since initial launch
- Hours of Operation
 - Monday – Friday, 6 a.m. – 7 p.m.
 - Saturday, 10 a.m. – 6 p.m.
- 10 total vehicles
 - 2 vehicles added January 2024



Step 1: Identifying Challenges & Opportunities

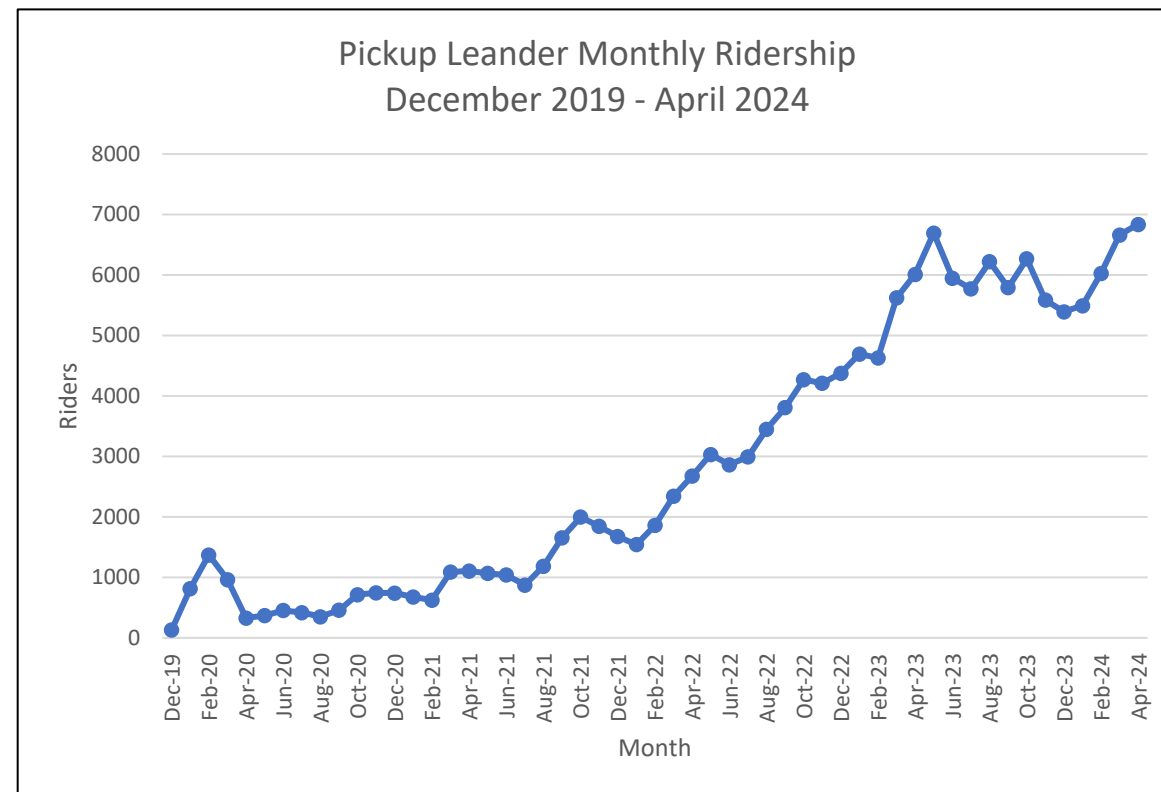


Ridership & Performance

- Ridership Trend
 - 92% increase in 2021
 - 152% increase in 2022
 - 83% increase in 2023
- 788% increase from 2020 to 2023
- 4.87 out of 5 Customer Rating for April 2024

April 2024 Performance Metrics (Weekday Only)

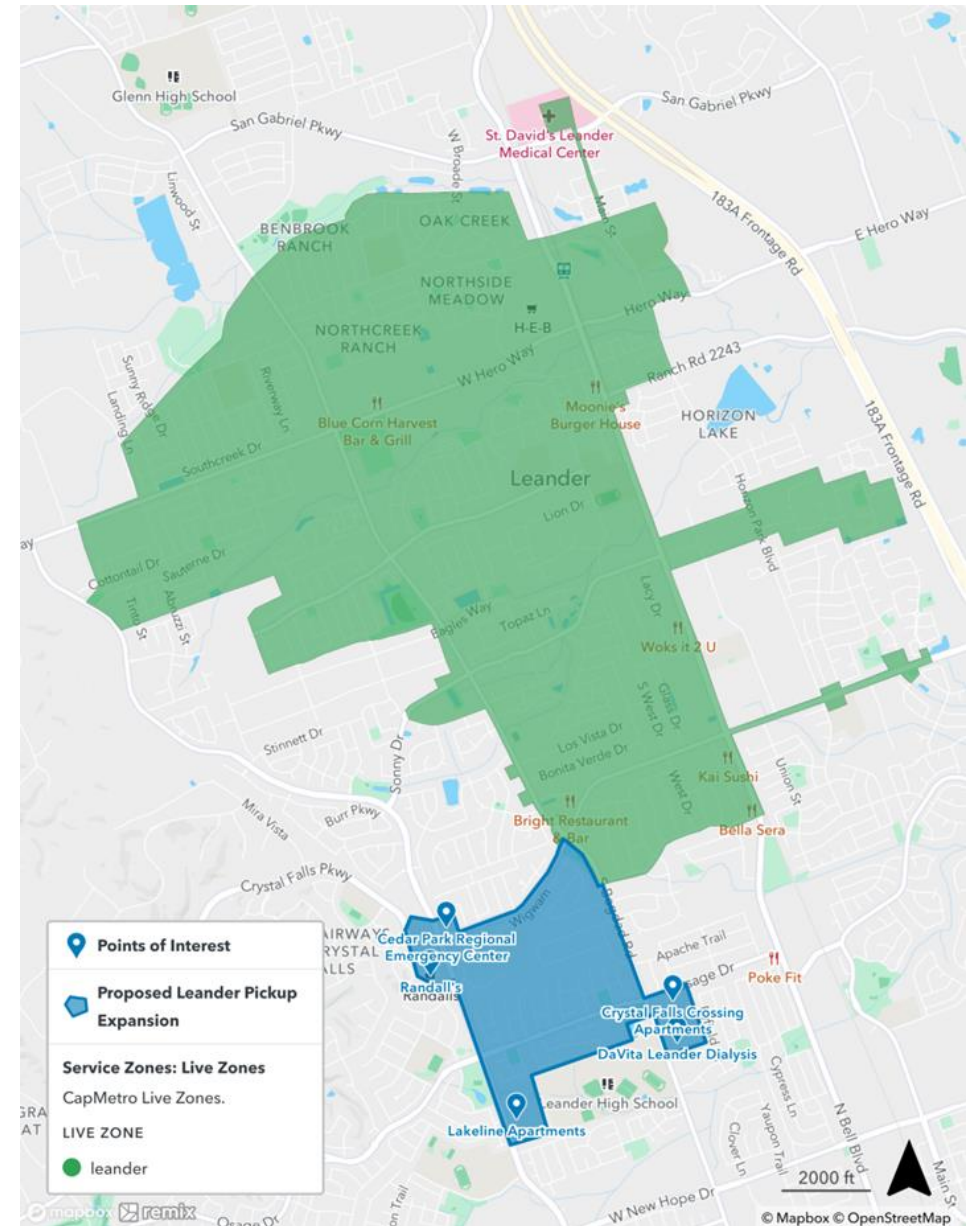
Ridership 6,213	Customers/Hour 4.10
On-Time Performance 62.3%	Average Response Time 17 minutes



Step 2: Develop and Evaluate Proposals



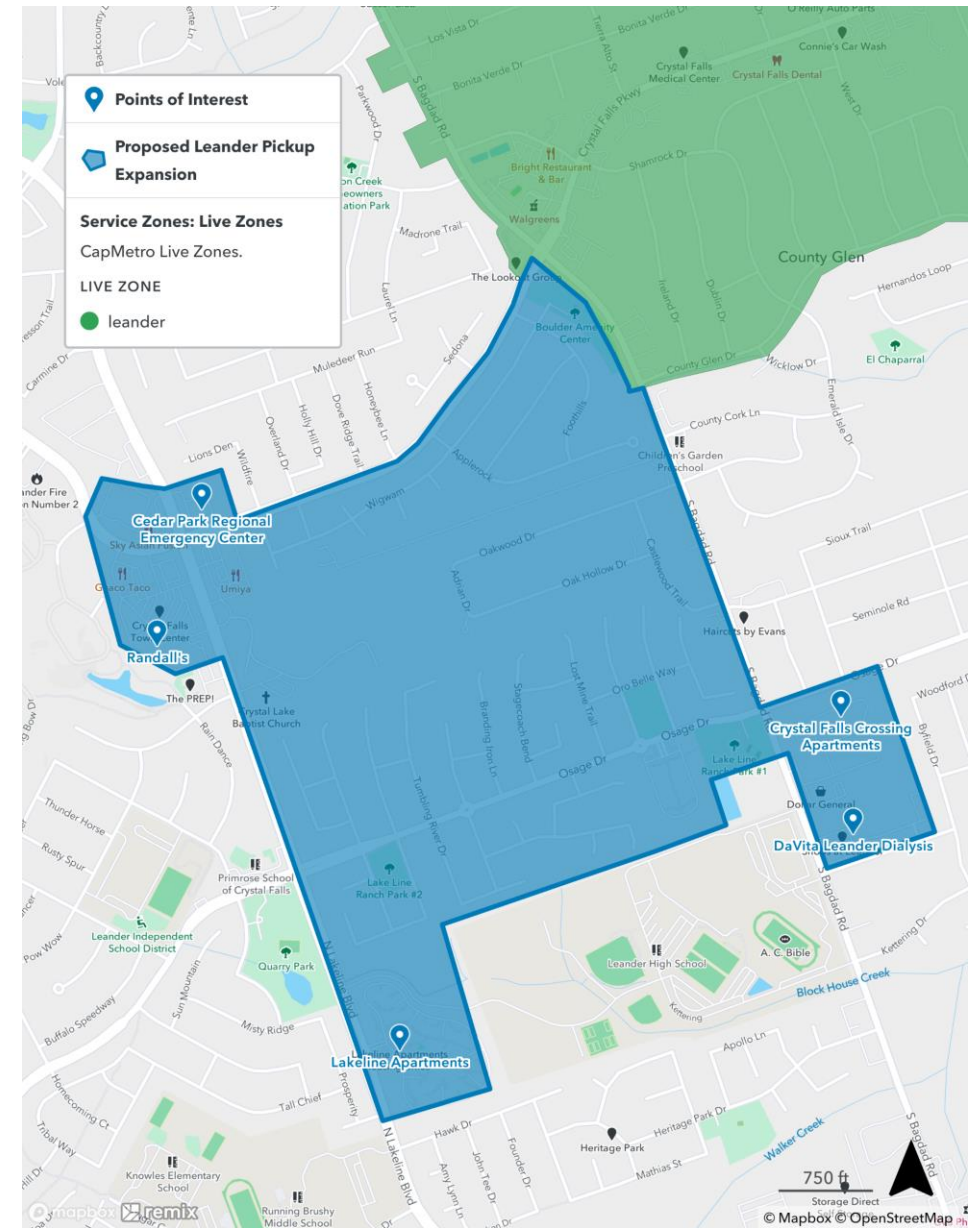
- 0.64 square miles - additional coverage proposed
- 5.6 square miles - total size of the zone with proposed expansion
- 5th Pickup Leander expansion since zone launch in 2019
- Amendment to the previously-approved August Service Change to expand Pickup Leander



Step 2: Develop and Evaluate Proposals



- Resource-neutral
- Approximately 4,000 additional residents served
- 55 additional trips per day based on an analysis of capacity and demand
- Key Destinations:
 - Emergency Center
 - Randall's
 - Lakeline Apartments
 - Crystal Falls Crossing
 - DaVita Dialysis



Step 3: Outreach & Public Feedback



May

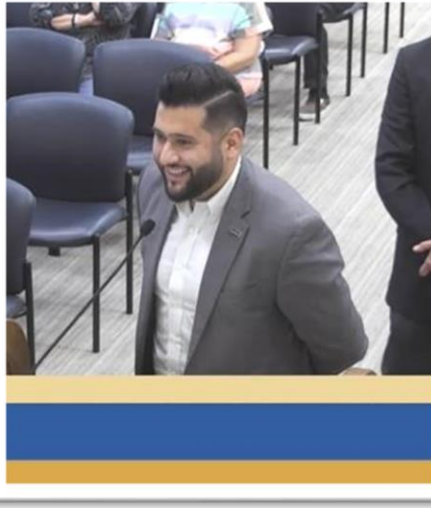
- Board Memo
- On-Vehicle Signage
- Signage posted at proposed new destinations
- Ongoing engagement with the City of Leander
- Service Change Webpage with Public Comment Box
- Social Media
- Pickup App Alert

June

- Customer Satisfaction Committee
- ACCESS Committee
- At-Rail Signage at Leander Stop
- Operator Communication
- Public Hearing
- Informational Flyers
- Virtual Presentation
- Board Approval

Changes implemented August 18, 2024

Step 3: Outreach & Public Feedback



Pickup
by CapMetro
**Proposed Expansion
of Pickup Leander**

We want your feedback



Get the details and share
your thoughts at
capmetro.org/leander



CapMetro

Thank you!

Board of Directors

Item #: AI-2024-1138

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Capital Excavation, Inc. for construction of the Goodnight Ranch Park and Ride for \$5,089,628, plus \$1,017,926 representing 20% contingency for a total amount not to exceed \$6,107,554.

FISCAL IMPACT:

Funding for this action is available in the FY2024 Capital Budget

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The Goodnight Ranch Park and Ride is a component of Project Connect Implementation and required for successful electric bus charging and revenue service on the Pleasant Valley Rapid Line.

BUSINESS CASE: The Goodnight Ranch Park & Ride is the southern terminus of the FTA grant funded Pleasant Valley Rapid Line. The all clean, quiet electric buses for the Rapid line need to charge at the Goodnight Ranch Park & Ride. This project is critical for Project Connect and FTA Grant completion. The funding for this contract is included in the FY 2024 capital budget.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on June 12, 2024.

EXECUTIVE SUMMARY: Capital Metro is finalizing the acquisition of 1.79 acres for a park and ride funded through the Project Connect Initial Implementation in the town center of the Goodnight Ranch Phase 2 development. The park and ride is located at the southern terminus of the FTA grant-funded Pleasant Valley Rapid Line and contains approximately 64 customer parking spaces and four bus bays that include electric bus charging. This resolution is for the approval of the construction contract necessary to construct this facility.

DBE/SBE PARTICIPATION: An 8% DBE goal was placed on this project based on availability of subcontract opportunities. The vendor committed to 8.3% DBE participation will be tracked during the term of the contract.

PROCUREMENT: This procurement was conducted in accordance with the Competitive Sealed Proposal Method in Texas Government Code Title 10, Subtitle F, Chapter 2269, Subchapter D. On March 6, 2024, a Request for Proposal was issued and formally advertised. Six (6) proposals were received by the closing date of April 17, 2024. All six (6) proposals were evaluated, rated, and ranked based on the following technical evaluation criteria: (1) The offeror's demonstrated relevant work experience and capabilities of the firm as a whole (including commercial/industrial electrical projects) as well as proposed project personnel and any subcontractors on projects of a similar size, scope, complexity, and nature; (2) The extent to which the offeror demonstrated an adequate understanding of the requirements (including industrial and commercial electrical capabilities), technical applications and approach; and (3) The offeror's demonstrated ability to adequately meet project schedule by the specified dates outlined in the solicitation. Based on the weighted evaluation criteria, the proposal from Capital Excavation Company is determined to represent the best value to the Authority, price and other factors considered. The total contract award amount is \$5,089,628. This resolution requests authorization for 20% contingency funding in addition to this contract award amount.

RESPONSIBLE DEPARTMENT: Capital Construction, Engineering and Design

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1138

WHEREAS, Capital Metro is constructing the Goodnight Ranch Park and Ride funded through Project Connect; and

WHEREAS, the facility will provide customers with access to the FTA grant funded Pleasant Valley Rapid Line with ten minute peak frequency to educational, retail, and medical facilities.

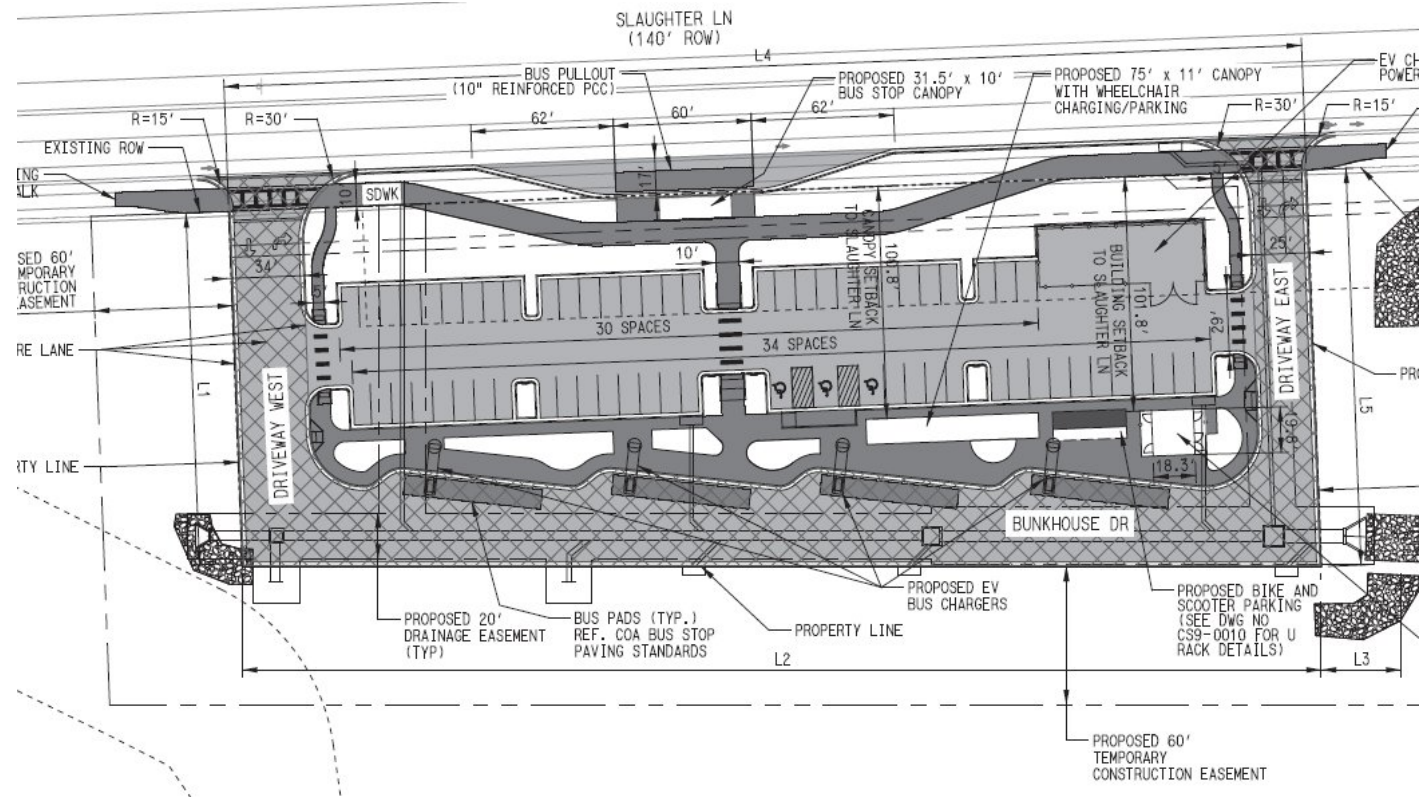
NOW, THEREFORE, BE IT RESOLVED the Capital Metropolitan Transportation Authority board of directors approves a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Capital Excavation, Inc. for construction of the Goodnight Ranch Park and Ride for \$5,089,628, plus \$1,017,926 representing 20% contingency for a total amount not to exceed \$6,107,554.

Date: _____

**Secretary of the Board
Becki Ross**

Goodnight Ranch Park & Ride Site Plan

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



Board of Directors

Item #: AI-2024-1187

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an Interlocal Agreement with the University of Texas at Austin for bus services and fare programs for an estimated revenue of \$22,700,000 for a period of three years starting September 1, 2024.

FISCAL IMPACT:

This action reimburses CapMetro for expenses incurred.

STRATEGIC PLAN:

Strategic Goal Alignment:

- | | | |
|---|---|--|
| <input type="checkbox"/> 1. Internal/External Customer Service Excellence | <input checked="" type="checkbox"/> 2. Stakeholder Engagement | |
| <input checked="" type="checkbox"/> 3. Financial and Environmental Sustainability | <input type="checkbox"/> 4. Staff Development | <input type="checkbox"/> 5. Agency Growth Management |

Growth Management

Strategic Objectives:

- | | | |
|---|---|--|
| <input type="checkbox"/> 1.1 Safety & Risk | <input type="checkbox"/> 1.2 Continuous improvement | <input type="checkbox"/> 1.3 Dynamic Change |
| <input type="checkbox"/> 1.4 Culture of Innovation | <input type="checkbox"/> 2.1 Be an Employer of Choice | <input checked="" type="checkbox"/> 2.2 Organization Development |
| <input type="checkbox"/> 2.3 Organization Culture | <input checked="" type="checkbox"/> 3.1 Resource optimization | <input type="checkbox"/> 3.2 Safety Culture |
| <input type="checkbox"/> 3.3 Environmental Leadership | <input type="checkbox"/> 4.1 Educate & Call to Action | <input type="checkbox"/> 4.2 Build Partnerships |
| <input type="checkbox"/> 4.3 Value of Transit | <input type="checkbox"/> 4.4 Project Connect | |

EXPLANATION OF STRATEGIC ALIGNMENT: This is a revenue-generating agreement which provides for a cost-sharing arrangement to provide public transportation services. This long-standing partnership with the University of Texas at Austin assists with campus mobility and parking concerns while increasing public transit usage.

BUSINESS CASE: University service fulfills the transit demand generated by a major activity center and employer in our service area. The cost recovery for this agreement exceeds what is collected via traditional fare collection on other fixed route services.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee on June 12, 2024.

EXECUTIVE SUMMARY: CapMetro has partnered with the University of Texas at Austin since 1989 to provide shuttle bus services for the use and benefit of the University and the Austin community. The current agreement began on September 1, 2021. The current agreement expires on August 31, 2024.

The University bus service is comprised of 7 routes and serves over 3 million annual riders. The University service routes are part of CapMetro's Local Bus service category (600-series route numbers) and may be utilized by all CapMetro customers. These services are designed in collaboration with the University and changes are approved by the CapMetro board alongside other bus service changes. This three-year agreement will allow for continuation of these services at existing service levels.

This agreement also allows UT students, faculty, and staff to ride all CapMetro services without paying a fare.

In exchange for these services, the University will compensate CapMetro as follows:

Year One: September 1, 2024 to August 31, 2025 \$7,300,000

Year Two: September 1, 2025 to August 31, 2026 \$7,600,000

Year Three: September 1, 2026 to August 21, 2027 \$7,800,000

If service levels drop below 5% lost time (as publicly reported monthly by CapMetro), the monthly payment shall be reduced by the following amounts:

Year One: above 5-6% - \$36,500, and for every 1% over that, an additional \$6,000

Year Two: above 5-6% - \$38,000, and for every 1% over that, an additional \$6,000

Year Three: above 5-6% - \$39,000, and for every 1% over that, an additional \$6,500

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Chapter 791 of the State of Texas Government Code encourages governmental entities to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another. In doing so, local governments are permitted to forego the requirements of full and open competition and contract directly with one another.

RESPONSIBLE DEPARTMENT: Operations

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1187

WHEREAS, the Capitol Metropolitan Transportation Authority Board of Directors recognizes the importance of providing shuttle bus service to students attending the University of Texas at Austin; and

WHEREAS, CapMetro has an existing Interlocal Agreement with the University of Texas at Austin for shuttle service and rides on CapMetro services that expires on August 31, 2024; and

WHEREAS, the Interlocal Agreement is a revenue-generating agreement that provides for a cost-sharing arrangement to provide public transportation services; and

WHEREAS, this long-standing partnership with the University of Texas at Austin assists with campus mobility and parking concerns while increasing public transit usage.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute an Interlocal Agreement with the University of Texas at Austin for bus services and fare programs for an estimated revenue of \$22,700,000 for a period of three years starting September 1, 2024.

Date: _____

**Secretary of the Board
Becki Ross**

**AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN
AND
THE CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

This Interlocal agreement (“Agreement” or “Contract”) is made and entered into effective as of September 1, 2024 (the “Effective Date”) by and between **THE UNIVERSITY OF TEXAS AT AUSTIN**, an agency and institution of higher education organized under the laws of the State of Texas (“UNIVERSITY”) and the **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY** (“CAPMETRO”), a political subdivision of the State of Texas, created and exercising its authority in accordance with Chapter 451, Texas Transportation Code, acting by and through its duly authorized President & CEO or designee. This Agreement is entered into by and between the parties identified above pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act*, Chapter 791, Texas Government Code.

WITNESSETH:

1. WHEREAS, since 1989, UNIVERSITY and CAPMETRO have entered into a series of agreements for the provision of transportation services provided by CAPMETRO; and
2. WHEREAS, UNIVERSITY and CAPMETRO have significantly benefited mobility in Austin through such cooperative provision of shuttle bus transportation service; and
3. WHEREAS, UNIVERSITY and CAPMETRO desire to enter into this Agreement to continue to meet the mobility needs of UNIVERSITY community to the mutual benefit of UNIVERSITY and CAPMETRO; and
4. WHEREAS, UNIVERSITY and CAPMETRO enter into this Agreement pursuant to authority granted under and in compliance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, it is agreed as follows:

ARTICLE I: DEFINITIONS

- A) Circular Route: Routes which circulate riders throughout a community. These routes are generally shorter than radial service and are non-linear, connecting multiple origins and destinations in the local area and penetrating into communities where regular fixed-route services cannot travel; a route which circulates the University Campus around the areas of most concentrated use.

- B) Non-UT Shuttle Services: All services that may be offered by CAPMETRO other than those to be provided under this Agreement, including, but not limited to, these transit services:
- ☐ High Capacity, including Rail and Rapid
 - ☐ Frequent and local fixed-routes
 - ☐ Limited fixed-routes, including Express, Flyer and Rail Connector
 - ☐ Community fixed-routes
 - ☐ Access
- C) Performance Standards: A set of practices that measure, among other items, safety, timeliness, cleanliness, hours of operation, schedules of maintenance, customer satisfaction and cost of operation
- D) Revenue Vehicles: Buses used to complete the UT Shuttle routes
- E) Radial Route: Direct and non-stop service to the University Campus from areas of concentrated student population.
- F) University Campus: the main campus of the University
- G) UT Shuttle Services: The shuttle bus transportation services described in Article IV of this Agreement

ARTICLE II: SUBJECT OF AGREEMENT

- A) CAPMETRO will provide UT Shuttle Services for UNIVERSITY, utilizing equipment furnished by CAPMETRO, and operated in a manner consistent with the Performance Standards contemplated in Article V of this Agreement.
- B) CAPMETRO will provide all Revenue Vehicles required for UT Shuttle Services. CAPMETRO will directly or through subcontract provide required drivers, fuel, vehicle maintenance, storage, supervisory and management services, and all other goods and services needed to provide the UT Shuttle Services.

ARTICLE III: TERM OF AGREEMENT

The term of this Agreement shall be for a three-year term as follows:

Year One:	September 1, 2024 to August 31, 2025
Year Two:	September 1, 2025 to August 31, 2026
Year Three:	September 1, 2026 to August 31, 2027

“Contract Year” shall mean each twelve (12) month period beginning on September 1 and ending on August 31 during the term of this Agreement.

ARTICLE IV: DESCRIPTION OF THE SERVICE

- A) CAPMETRO shall provide the shuttle bus transportation services, hereinafter referred to as the “UT Shuttle Services” under this Agreement as follows:
- a. A total of seven routes consisting of:
 - Six (6) Radial Routes and
 - One (1) Circular Route.
 - b. All changes in the UT Shuttle Services will be governed by Article VII: *Changes in Service*.
- B) UT Shuttle Services hours will generally be from 6:45 a.m. until 11:30 p.m., Monday through Sunday. CAPMETRO will provide UT Shuttle Services approximately 225 days of service per Contract Year, with fluctuations in service level to account for the University’s schedule (full semester, finals, summer session, etc.). All other Non-UT Shuttle Services will be offered at CAPMETRO’s standard operating hours.
- C) UT Shuttle Services is designed to ensure campus-specific public transportation options are available where demand exists. Demand includes UNIVERSITY student populations above 3% and service between UNIVERSITY campuses or satellite locations, as defined in Article VII, Paragraph F. Service should mirror express service with limited stops and weekday frequency levels that do not fall below 45 minutes. Service should match the academic calendar and UNIVERSITY business hours. Additions or deletions of service will be made per Article VII of this Agreement.
- D) UNIVERSITY students, faculty and staff may utilize the identification card issued to them by the UNIVERSITY to access all bus, rail and paratransit services provided by CAPMETRO. UNIVERSITY and CAPMETRO will work cooperatively to facilitate the use of UNIVERSITY identification cards in current and future CAPMETRO fare collection technology.
- E) CAPMETRO shall monitor and compile ridership data for UNIVERSITY identification cards. At a frequency agreed by the parties, CAPMETRO will provide UNIVERSITY with a report of the data collected from the UNIVERSITY identification cards. UNIVERSITY will review the report and determine the classification (faculty, staff, student, etc.) for each record and return the information to CAPMETRO. UNIVERSITY agrees to work proactively with CAPMETRO to eliminate the use of expired or unauthorized UNIVERSITY identification cards.

ARTICLE V: PERFORMANCE OF THE SERVICE

- A) In order to assure delivery of the UT Shuttle Services in a quality manner, consistent with the objectives of the parties, CAPMETRO agrees to perform all UT Shuttle Services

in compliance with all applicable federal, state and local, laws, regulations, and ordinances and establish and monitor Performance Standards for the UT Shuttle Services.

- B) CAPMETRO will maintain a staff of properly trained and experienced personnel and subcontractors to ensure satisfactory performance under this Agreement. CAPMETRO will cause all CAPMETRO employees, representatives, agents and subcontractors who are directly in charge of the UT Shuttle Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances.
- C) CAPMETRO will monitor system access and all routes for individuals with disabilities to ensure that all shuttle routes and other routes frequently used by UNIVERSITY students are fully compliant with all ADA regulations and meet the needs of individuals with disabilities.
- D) CAPMETRO will report monthly to University Parking and Transportation Services in a systematic manner that can be audited by UNIVERSITY.
- E) UNIVERSITY and CAPMETRO periodically review the performance of the UT Shuttle Services throughout the life of this Agreement.
- F) UNIVERSITY hereby provides CAPMETRO and its employees, representatives, agents and contractors operating the UT Shuttle Services a license to access restroom facility located on UNIVERSITY campus that is intended for use by students and employees of UNIVERSITY and specified for use by the UNIVERSITY, while performing services under this Agreement.

ARTICLE VI: VEHICLES

- A) CAPMETRO shall furnish Revenue Vehicles as required to operate the UT Shuttle Services.
- B) All Revenue Vehicles will be equipped with air-conditioning, wheelchair lifts, or other means of wheelchair access, front- and/or rear-loading doors, two-way radios, bike racks or other bike storage, and destination signs.
- C) Revenue Vehicles will be maintained in a quality manner to assure delivery of a safe, reliable, on-time and clean service for the passenger. CAPMETRO will ensure that the average age of the bus fleet available for assignment to University-specific routes will be no greater than two years above the average age of CAPMETRO's overall bus fleet.

ARTICLE VII: CHANGES IN SERVICE

- A. CAPMETRO will implement an on-going data collection and service analysis program which will provide the basis for each service change analysis. All service change and bus stop requests for UT Shuttle Services will be directed to CAPMETRO for evaluation. All changes in services are subject to CapMetro Service Standards and Guidelines, Title VI Policies, as applicable, and are subject to approval by CapMetro in its sole discretion.
- B. CAPMETRO, in conjunction with UNIVERSITY, may conduct an operational and customer satisfaction survey for all services and programs offered to students. CAPMETRO may provide new Radial Route service in areas when all of the following characteristics exist:
 - a. Student Population Concentration of greater than 3.0% of total student population (approximately 1,500 students).
 - b. Service time from first to last stop on the “off campus” portion of the route is less than 10 minutes.
 - c. Round trip travel time is 45 minutes or less (run time only, excluding layover and recovery time).
- C. New UT Shuttle Radial Route service may be planned to accommodate the following service characteristics:
 - a. Minimum Level of Frequency of approximately 15 minutes. A smaller frequency will be employed if demand exceeds available capacity.
 - b. Operating span of service from at least 6:45 a.m. to 11:30 p.m., Monday through Friday and Sunday.

ARTICLE VIII: CLASSIFICATION OF PASSENGERS; FARES

CapMetro agrees to provide free CapMetro Bus and Rail services, including the UT Shuttle Service, to UNIVERSITY students, faculty and staff with the valid swipe or scan of a valid UNIVERSITY identification card. UT Shuttle Services shall be open and available to the public and shall not be restricted to students, faculty and staff of UNIVERSITY; however, non-affiliated UNIVERSITY persons will be required to pay the published CAPMETRO fare.

ARTICLE IX: CONSIDERATION

- A) UNIVERSITY agrees to pay CAPMETRO the following amounts over the three-year term:

Year One: \$7,300,000.00

Year Two: \$7,600,000.00

Year Three: \$7,800,000.00

- B) The total estimated amount of the three-year Agreement shall not exceed \$22,700,000.00

- C) If service levels drop below 5% lost time (as publicly reported monthly by CAPMETRO), the monthly payment shall be reduced by the following amounts:

Year One: above 5-6% - \$36,500, and for every 1% over that, an additional \$6,000

Year Two: above 5-6% - \$38,000, and for every 1% over that, an additional \$6,000

Year Three: above 5-6% - \$39,000, and for every 1% over that, an additional \$6,500

- D) Payments shall be made to CAPMETRO by UNIVERSITY within thirty (30) days of presentation of statement of charges for service rendered during the completed billing period. Billing periods will be a minimum of one month in length. Payments made to CAPMETRO by UNIVERSITY under this Agreement will (1) will fairly compensate CAPMETRO for the UT Shuttle Services performed, (2) be made from current revenues available to UNIVERSITY, and (3) be based on cost recovery, pursuant to §791.035, *Texas Government Code*.

- E) **This Agreement is not valid for amounts which exceed five million dollars (\$5,000,000.00) until this Agreement is approved by the Board of Regents of The University of Texas System.**

ARTICLE X: INSURANCE

- A) **Exhibit A** of this Agreement describes the insurance coverage required to be provided by CAPMETRO or its subcontractors. Should CAPMETRO elect to provide the driving or other services described in this Agreement through third party subcontractors, CAPMETRO shall require the subcontractors to maintain at all times during the period covered by this Agreement insurance issued by a company authorized to do business in the State of Texas and approved by UNIVERSITY, with the minimum requirements as set forth in **Exhibit A** of the Agreement. Proper Certificates of Insurance reflecting said insurance coverage in accordance with **Exhibit A** of the Agreement shall be furnished to UNIVERSITY. The Insurance Company(ies) providing all such insurance for subcontractors shall have an A.M. Best Rating of A-IV or better or otherwise be approved by the University regardless of whether Capital Metro or a third-party contractor shall provide the service described in this Agreement.
- B) Should CAPMETRO elect to directly provide the UT Shuttle Services, CAPMETRO shall maintain at all times during the period covered by this Agreement liability and property damage coverage as defined in **Exhibit A** or as mutually agreed by University and CAPMETRO in writing by contract amendment. CAPMETRO at its option may provide this insurance coverage through a self-insurance program or pool and will provide a statement of self-insurance to University.

ARTICLE XI: MAINTENANCE OF RECORDS

- A) In accordance with CAPMETRO's record management policies, CAPMETRO agrees to maintain records or documentation that shall reflect the following:
- 1) number of buses operated on any given day
 - 2) number of revenue trips operated
 - 3) number of hours operated by each bus on each route or schedule
 - 4) number of passenger complaints received
 - 5) number of vehicle and passenger accidents
 - 6) number of road calls
 - 7) the estimated percentage of trips operating on schedule (within the 0-5.5 minute window as compared to the scheduled time of departure)
 - 8) information regarding preventive maintenance activity
 - 9) vehicle load information
 - 10) any other additional information CAPMETRO may elect to include or that the UNIVERSITY may reasonably require

Reports summarizing the above information shall be provided monthly to UNIVERSITY. Reports shall be made available to the President's Shuttle Bus Committee through University Parking and Transportation Services upon request. UNIVERSITY shall have complete access to such records and documentation at any and all reasonable times during the business day for the purpose of examination, and may at its own expense, cause an audit to be made of CAPMETRO's records or documentation, as same pertains to service provided under this Agreement. CAPMETRO agrees to cooperate with the properly designated UNIVERSITY official charged with inspecting and auditing said records and documentation.

B) CAPMETRO understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “**Auditor**”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c) of the *Texas Education Code*. CAPMETRO agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. CAPMETRO will include this provision in all contracts with subcontractors.

ARTICLE XII: CONFIDENTIAL INFORMATION

- A) CAPMETRO understands that in connection with this Agreement and the performance of the UT Shuttle Services, CAPMETRO may have access to, may obtain or be given information concerning or relating to UNIVERSITY's students. CAPMETRO agrees and acknowledges that such information may be protected under the federal laws known as the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g (“FERPA”), as such may be amended from time to time together with the regulations promulgated and in effect thereunder from time to time. Any and all such information that is protected under FERPA is hereafter referred to as “Confidential Information.” Confidential Information shall include information in any and all formats and media and shall include the originals and any and all copies and derivatives of such information. For the purpose of this Agreement, CAPMETRO shall follow and be bound by the interpretation and application that UNIVERSITY gives to the provisions of FERPA.
- B) From and after the effective date of this Agreement, CAPMETRO shall have the right to use, shall have access to and shall use the Confidential Information only in the performance of the UT Shuttle Services and for no other purpose whatsoever and only if and when required for that performance. CAPMETRO shall permit access to and the use of Confidential Information only by CAPMETRO employees who are assigned to participate in the performance of the UT Shuttle Services, unless otherwise authorized by UNIVERSITY by prior written direction. CAPMETRO acknowledges that upon receipt of Confidential Information relating to UNIVERSITY students, the re-release of such information is prohibited by FERPA.
- C) All Confidential Information received by CAPMETRO is the property of UNIVERSITY and shall be returned to UNIVERSITY or destroyed upon completion or termination of this Agreement. CAPMETRO shall provide to University a document attesting to the destruction of these records within thirty (30) days of termination of Agreement.
- D) CAPMETRO shall not, in any manner whatsoever, disclose, permit or cause use of or provide access to Confidential Information to any person or entity except as part of the performance of the UT Shuttle Services and then only with and in accordance with the prior written consent of UNIVERSITY'S representative designated for the UT Shuttle Services. CAPMETRO agrees to cause its employees, subcontractors and agents to be bound by the terms of this Section.

- E) CAPMETRO'S obligations with respect to Confidential Information shall survive the expiration or the termination of the term of this Agreement and all amendments thereto.
- F) CAPMETRO understands that UNIVERSITY does not waive any exceptions to disclosure with respect to the general public and to the extent that FERPA conflicts with state law, the federal statute prevails. CAPMETRO and UNIVERSITY will also comply with the Texas Public Information Act requirements.
- G) CAPMETRO shall forward to the Custodian of Records of The University of Texas at Austin, Senior Vice President, Darrell Bazzell, at P.O. Box 8179, Austin, Texas 78713-8179 any request for disclosure of Confidential Information to a person or entity other than UNIVERSITY or its employees.

ARTICLE XIII: LEGALITY OF CONTRACT

The operation by CAPMETRO under this Agreement shall be performed in compliance with all the applicable ordinances of the City of Austin, laws of the State of Texas and the laws of the United States. This Agreement shall be binding on the parties hereto, their successors and assigns. CAPMETRO may not assign this Agreement without prior written consent of UNIVERSITY. This Agreement shall be construed and performed in accordance with the laws of the State of Texas and any action arising hereunder shall be brought in the court of competent jurisdiction in Travis County, Texas.

ARTICLE XIV: INDEMNIFICATION AND HOLD HARMLESS; LIABILITY

TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTIONS OF THE U.S. AND THE STATE OF TEXAS, THE PARTIES agree that each are responsible for their own proportionate share of any liability to the extent caused by the negligent acts or omissions or intentional misconduct of that party's employees, agents, contractors, or subcontractors arising out of, connected with, or as a consequence of that party's performance under this Agreement.

ARTICLE XV: CANCELLATION

If either party is in default under any term of this Agreement, then the non-defaulting party shall give the defaulting party written notice of such default and the defaulting party shall have ninety (90) days in which to cure such default. The failure of the defaulting party to cure any such default within ninety (90) days after written notice of same by the non-defaulting party shall give the non- defaulting party the right to terminate this Agreement immediately.

ARTICLE XVI: NOTICE

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties as they appear below, but each party may change his address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated at the time of actual receipt; mailed notices shall be deemed delivered,

whether actually received or not, forty-eight (48) hours after deposit in a regularly maintained receptacle for United States mail.

Whenever written notice is required by any of the provisions of this Agreement, the notice shall be given by CAPMETRO to:

Director, Parking and Transportation Services The
University of Texas at Austin
P. O. Box 7546
Austin, Texas 78713 with

a copy to:

Senior Vice President and Chief Financial Officer The
University of Texas at Austin
P.O. Box 8179
Austin, Texas 78713-8179 Or

by UNIVERSITY to:

President/CEO
Capital Metropolitan Transportation Authority
2910 E. 5th Street
Austin, Texas 78702 with

copy to:

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

ARTICLE XVII: SUSPENSION

Either party may suspend this Agreement at any time because of war, declaration of a state of national emergency, acts of God or public enemy, strike, work stoppage or slow down, pandemic, epidemic, or other cause beyond the control of such party, by giving the other party written notice of suspension and the reason for same. UNIVERSITY shall be obligated only to pay for services actually provided under this Agreement. Payments to be made and services to be rendered under this Agreement shall not become due during a period of suspension. UNIVERSITY may secure the services herein contemplated from another source during the period in which CAPMETRO suspends performance under this Agreement.

ARTICLE XVIII: ENTIRE AGREEMENT

This Agreement and any attachments, exhibits or Addenda contain the entire Agreement between the parties and supersede any prior understanding or written or oral Agreements between the parties concerning the subject matter herein. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless reduced to writing and signed by authorized representatives of the parties.

ARTICLE XIX: RELATIONSHIP OF THE PARTIES

This Agreement will not be construed as creating an employer- employee relationship, a partnership, or a joint venture between the parties.

ARTICLE XX: LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XXI: WAIVERS

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

ARTICLE XXII: CONFIDENTIALITY AND SAFEGUARDING OF UNIVERSITY RECORDS; PRESS RELEASES; PUBLIC INFORMATION

Under this Agreement, CAPMETRO may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “**University Records**”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106- 102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”). If University Records are subject to FERPA, (1) UNIVERSITY designates CAPMETRO as a UNIVERSITY official with a legitimate educational interest in University Records, and (2) CAPMETRO acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in CAPMETRO’s exclusion from eligibility to contract with UNIVERSITY for at least five (5) years. CAPMETRO represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which CAPMETRO protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems. At the request of UNIVERSITY, CAPMETRO agrees to provide UNIVERSITY with a written summary of the procedures CAPMETRO uses to safeguard and maintain the confidentiality of University Records.

- A) **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, CAPMETRO will provide written notice to UNIVERSITY within one

(1) business day after CAPMETRO's discovery of that use or disclosure. CAPMETRO will promptly provide UNIVERSITY with all information requested by UNIVERSITY regarding the impermissible use or disclosure.

- B) **Return of University Records.** CAPMETRO agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of UNIVERSITY will be (1) returned to University, with no copies retained by CAPMETRO; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, CAPMETRO will provide UNIVERSITY with written notice of CAPMETRO's intent to destroy University Records. Within five (5) days after destruction, CAPMETRO will confirm to UNIVERSITY in writing the destruction of University Records.
- C) **Disclosure.** If CAPMETRO discloses any University Records to a subcontractor or agent, CAPMETRO will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on CAPMETRO by this Section.
- D) **Public Information.** UNIVERSITY and CAPMETRO strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.
- E) **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if UNIVERSITY reasonably determines that CAPMETRO has breached any of the restrictions or obligations set forth in this Section, UNIVERSITY may immediately terminate this Agreement without notice or opportunity to cure.
- F) **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

ARTICLE XXIII: BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

ARTICLE XXIV: RECORDS

Records of each party's costs pertaining to the UT Shuttle Services and payments will be available to the other party or their authorized representatives during business hours and will be retained for four (4) years after final payment or termination of this Agreement.

ARTICLE XXV: LIMITATION OF LIABILITY

Except for UNIVERSITY's obligation (if any) to pay CAPMETRO certain fees and expenses, neither party will have liability to the other party or to anyone claiming through or under the other party by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of University to CAPMETRO or to anyone claiming through or under CAPMETRO, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or The University of Texas System, or anyone claiming under University has or will have any personal liability to CAPMETRO or to anyone claiming through or under CAPMETRO by reason of the execution or performance of this Agreement.

ARTICLE XXVI: BREACH OF CONTRACT CLAIMS

The parties shall make every possible attempt to resolve in an amicable manner all disputes between the parties concerning the interpretation of this Agreement.

ARTICLE XXVII: UNDOCUMENTED WORKERS

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, CAPMETRO is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. CAPMETRO represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

ARTICLE XXVIII: ETHICS MATTERS; NO FINANCIAL INTEREST

CAPMETRO and its employees, agents, representatives and subcontractors are subject to University's Conflicts of Interest Policy available at www.utexas.edu/vp/irla/Documents/HOP%20Conflicts%20of%20Interest%20Policy%204%20A%204.pdf University's Standards of Conduct Guide available at <http://www.utexas.edu/policies/hoppm/04.A.04.html> and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither CAPMETRO nor its employees, agents, representatives or subcontractors will assist or cause UNIVERSITY employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. CAPMETRO represents and warrants that no member of the CAPMETRO Board of Directors has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

ARTICLE XXIX: DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTING PLAN

CAPMETRO will comply with USDOT 49 C.F.R. part 26 under the Disadvantaged Business Enterprise (DBE) program. CAPMETRO will provide UNIVERSITY documentation of any DBE subcontractors utilized under this Agreement.

ARTICLE XXX: RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS

Each individual who is assigned to perform the UT Shuttle Services will be an employee of CAPMETRO or an employee of a subcontractor engaged by CAPMETRO. CAPMETRO is responsible for the performance of all individuals performing the UT Shuttle Services. Prior to commencing the UT Shuttle Services and at all times during its provision of the Services, CAPMETRO will have an appropriate criminal background screening performed on all the individuals assigned to perform the UT Shuttle Services. CAPMETRO will determine on a case-by-case basis whether each individual assigned to perform the UT Shuttle Services is qualified to provide the services under this Agreement. CAPMETRO agrees not to knowingly assign any individual, whether employed by CAPMETRO or a subcontractor engaged by CAPMETRO, to perform the UT Shuttle Services who has been convicted or placed on deferred adjudication for an offense that (a) would require the individual to register as a sex offender under Chapter 62, Code of Criminal Procedure, which includes, but is not limited to, such offenses as Continuous Sexual Abuse of Young Child; Sexual Assault; Aggravated Sexual Assault; or (b) constitute an offense under the laws of another state or federal law that is equivalent to an offense requiring such registration, unless CAPMETRO determines on an individualized risk based assessment that such offense is not a disqualifying offense as determined in accordance with the then applicable CAPMETRO Background Investigations and Driving Requirements and Reporting Policy. CAPMETRO certifies that those individuals assigned to provide UT Shuttle Services, whether employed by CAPMETRO or a subcontractor engaged by CAPMETRO, have undergone an appropriate criminal background screening in accordance with CAPMETRO's policies and procedures.

ARTICLE XXXI: AMENDMENTS

This Agreement may be amended only in writing by an instrument signed by an authorized representative of the parties.

ARTICLE XXXII: NO WAIVER OF IMMUNITIES

The parties 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.

ARTICLE XXXIII: CERTIFICATIONS

The parties certify that: (a) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected governmental entity; (b) the proposed arrangements serve the interest of efficient and economical administration of the governmental function; (c) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under an Agreement given to the lowest responsible bidder nor is this Agreement prohibited by Texas Government Code, Chapter 791; and (d) this Agreement neither requires nor permits either party to exceed its duties and responsibilities or the limitations of its authority.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By _____

Date ____

THE UNIVERSITY OF TEXAS AT AUSTIN

Name and Title: Jay Hartzell, President

Date

Exhibit A
INSURANCE REQUIREMENTS

CAPMETRO, consistent with its status as an independent contractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-: VII or better, or some similar rating, in amounts (unless otherwise specified), as UNIVERSITY may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability Disease- Each Employee	\$1,000,000
Employers Liability Disease - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UNIVERSITY, its directors, officers, employees, agents, successors and assigns.

UNIVERSITY agrees that CAPMETRO may purchase insurance through the Texas Municipal League Risk Pool.

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$2,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$4,000,000
Sudden Events Involving Pollution	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Policy shall include independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the liability provision of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage.

Business Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Each Accident for Bodily Injury and Property Damage.

CAPMETRO will deliver to UNIVERSITY:

Evidence satisfactory to UNIVERSITY in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to UNIVERSITY in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance or any material change in coverage stated above. and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to UNIVERSITY. UNIVERSITY may terminate the Contract if required insurance is not provided. CAPMETRO is responsible for all policy

deductibles that might apply. Capital Metro's insurance will be primary and non-contributory to any insurance or self-insurance limits available to UNIVERSITY.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Business Automobile Liability Insurance, will be kept in force until receipt of Final Payment by Contractor to UNIVERSITY and,

Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by UNIVERSITY in writing.

If CAPMETRO is using a subcontractor to provide drivers for their buses subcontractor will carry at least the following insurance in the form, with companies having an A.M. Best Rating of A-VII or better, or some similar rating, in amounts (unless otherwise specified), as UNIVERSITY may require:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability Disease - Each Employee	\$1,000,000
Employers Liability Disease - Policy Limit	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UNIVERSITY, its directors, officers, employees, agents, successors and assigns.

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 50,000
Medical Expenses (any one person)	\$ 50,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$5,000,000
Products - Completed Operations Aggregate	\$1,000,000

Policy shall include independent contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the liability provision of this Contract, fully insuring Subcontractor's liability for bodily injury (including death) and property damage. Policy shall include Personal Injury Liability extended to claims arising from employees of subcontractors.

Business Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage. In its sole discretion, UNIVERSITY may accept, in satisfaction of all automobile liability insurance requirements under this Agreement, a liability coverage document issued to CAPMETRO through the Texas Municipal League Risk Pool providing \$5,000,000 automobile liability to any subcontractor and its employees, including but not limited to all operators or drivers performing services under this Agreement, as covered parties in the operation of the revenue vehicles. CAPMETRO will make all necessary contracts, indemnities, endorsements, and warranties as may be required to establish the University of Texas, and the operators and drivers of the revenue vehicles, including operators and drivers provided by subcontract or otherwise, as covered parties under the automobile liability coverage. of the Texas Municipal League Risk Pool. All other provision of this insurance exhibit shall apply to coverage provided through the Texas Municipal League Risk Pool, as determined applicable by the UNIVERSITY.

Subcontractor will deliver to UNIVERSITY:

Evidence satisfactory to UNIVERSITY in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to UNIVERSITY in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance or any material change in coverage stated above. Insurance policies, with the exception of Workers' Compensation, and Employer's Liability, will name and the evidence will reflect University, its directors, officers, employees, agents, successors and assigns as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to UNIVERSITY. UNIVERSITY may terminate the Contract if required insurance is not provided. Subcontractor's insurance will be primary and non-contributory to any insurance or self-insurance limits available to UNIVERSITY.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by UNIVERSITY in writing.

Verification of all insurance coverages shall be sent to:

The University of Texas at Austin Parking
and Transportation Services ATTN:
Associate Director
P. O. Box 7546
Austin, Texas 78713

Board of Directors

Item #: AI-2024-1183

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute an emergency services contract with Cap-A-Bus Inc. to provide vehicle storage and upkeep maintenance services, on a month-to-month basis, for up to two years, beginning July 1, 2024, in an amount not to exceed \$614,800.

FISCAL IMPACT:

Funding for this action is available in the FY2024 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: Managed storage of vehicles ensures they are maintained in a state of good repair while allowing the agency to pursue its goal of becoming carbon neutral.

BUSINESS CASE: Utilizing a vehicle storage services contract to meet the short-term storage needs of the agency ensures vehicles are maintained in a state of good repair without the need for additional real estate or facilities.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on June 24, 2024.

EXECUTIVE SUMMARY: In support of CapMetro's commitment to becoming a carbon neutral agency, electric buses are being purchased and their supporting infrastructure is being constructed. To allow for completion of

construction projects, and to protect the integrity of the new electric fleet, some of the new vehicles will be kept at a managed storage facility where they will be securely parked, routinely inspected, and exercised as needed to ensure they are ready for service. Recent challenging developments in the bus manufacturing industry has given the agency cause for concern resulting in the decision to accelerate delivery of the vehicles, which has necessitated an emergency need for off-site storage.

DBE/SBE PARTICIPATION: Other

PROCUREMENT: An Emergency Procurement was conducted with Cap-A-Bus, Inc., for storage services of 80 electric buses with Cap-A-Bus, Inc. The procurement followed all Federal Acquisition Regulation (FAR) guidelines and CapMetro policies and procedures for Emergency Purchases. A price proposal received from Cap-A-Bus on June 6, 2024 for the not-to-exceed amount of \$614,800.00 and was determined to be fair and reasonable by the Authority based on market analysis of similar services. The contract is a fixed price contract with a term of July 1, 2024 through June 30, 2026.

RESPONSIBLE DEPARTMENT: Bus Operations & Maintenance

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1183

WHEREAS, Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to become carbon neutral and

WHEREAS, Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to maintain a state of good repair of vehicles.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute an emergency services contract with Cap-A-Bus Inc. to provide vehicle storage and upkeep maintenance services, on a month-to-month basis, for up to two years, beginning July 1, 2024, in an amount not to exceed \$614,800.

**Secretary of the Board
Becki Ross**

Date: _____

Board of Directors

Item #: AI-2024-1198

Agenda Date: 6/24/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to execute a contract with Enqbator LLC to provide cloud hosted Sitefinity web content management system for a base period of one year and four one-year options in an amount not to exceed \$789,057.

FISCAL IMPACT:

Funding for this action is available in the FY2024 Operating Budget.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The Sitefinity web content management system hosts CapMetro's website used by customers and will provide a higher quality of customer service by hosting the entire system in a public cloud hosted system.

BUSINESS CASE: The content management system manages the content of the information presented on capmetro.org through software which provides website authoring, collaboration, and administration tools. This contract will move the system from being on-premise at CapMetro to hosted in a public cloud hosted system for the highest level of availability. This will ensure our ability to have content effectively presented and ensure website uptime of greater than 99%.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on June 24, 2024.

EXECUTIVE SUMMARY: The Sitefinity web content management system manages the content of the information presented on capmetro.org through software. This contract will migrate the Sitefinity web content management system that serves the CapMetro.org website to a public cloud for better availability and reliability of information to customers. This work is imperative to ensure the Agency's ability have greater than 99% website uptime.

This contract was not completed in time to present to the Board committees, and will therefore be presented for the first time at the full board meeting on June 24, 2024. Approval of this item in June will allow staff to begin immediate transition of the system to the cloud, making our website more reliable for customers, and ensure this is completed prior to the completion of the current contract provider of Sitefinity.

DBE/SBE PARTICIPATION: Due to the nature of the solicitation a SBE goal was not established at this time.

PROCUREMENT: On March 26, 2024, a Request for Proposal (RFP) was issued and formally advertised. By the due date of May 3, 2024, 3 bids were received. The evaluation team met on May 13, 2024, to discuss the results of evaluations of all proposals and requested an oral discussion with three firms. Following oral presentations, Final Proposal Revisions (FPRs) were requested from 2 firms. On June 6, 2024, the evaluation team reached a unanimous consensus to recommend Enqbator to the CapMetro Board of Directors for a contract award. Enqbator was deemed responsive and responsible to the solicitation requirements. Pricing was deemed fair and reasonable based on adequate competition and price analysis. The resulting contract will be a fixed-price contract for the total not-to-exceed amount of \$789,057.00 for a one-year Base Period and four (4) Options Periods of 12 months each.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1198

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management recognize the need to maintain systems in a state of good repair.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to execute a contract with Enqbator LLC to provide cloud hosted Sitefinity web content management system for a base period of one year and four one-year options in an amount not to exceed \$789,057.

**Secretary of the Board
Becki Ross**

Date: _____



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2024-1109

Agenda Date: 6/24/2024

Transition to Technology of Choice: Update on CapMetro Sustainability Vision

CapMetro

Transition to Technology of Choice

CapMetro Sustainability Plan Update

June 24, 2024

CapMetro's Sustainability Commitment

The most environmentally-friendly thing our community can do is get people out of single occupancy cars and traffic, and into transit.

- The second thing we can do, is make the transit as clean as possible.



Sustainability Vision Plan

- CapMetro's Sustainability Vision Plan includes a goal of reaching net-zero carbon emissions by 2040.
- CapMetro will reach this goal using a variety of initiatives across action areas.
- A change in the strategies we use to reach a goal does not change the overall goal.

Sustainability Vision Plan Action Areas

Energy: Conservation,
Efficiency, Renewables

Sustainable and Zero
Emission Fleet

Water and Natural World

Zero Waste, Natural
Resource Management

Green Building and
Infrastructure

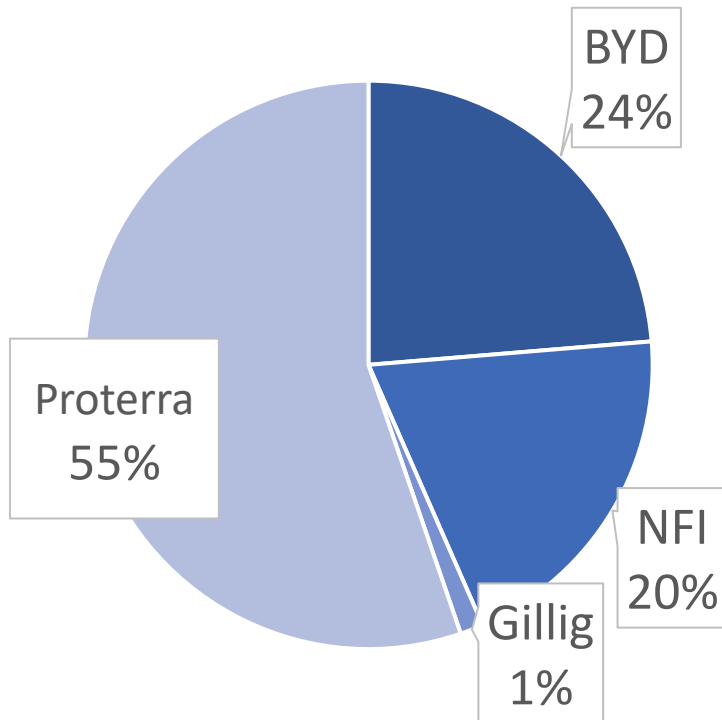
Active Transportation

Environmental and Sustainability Management

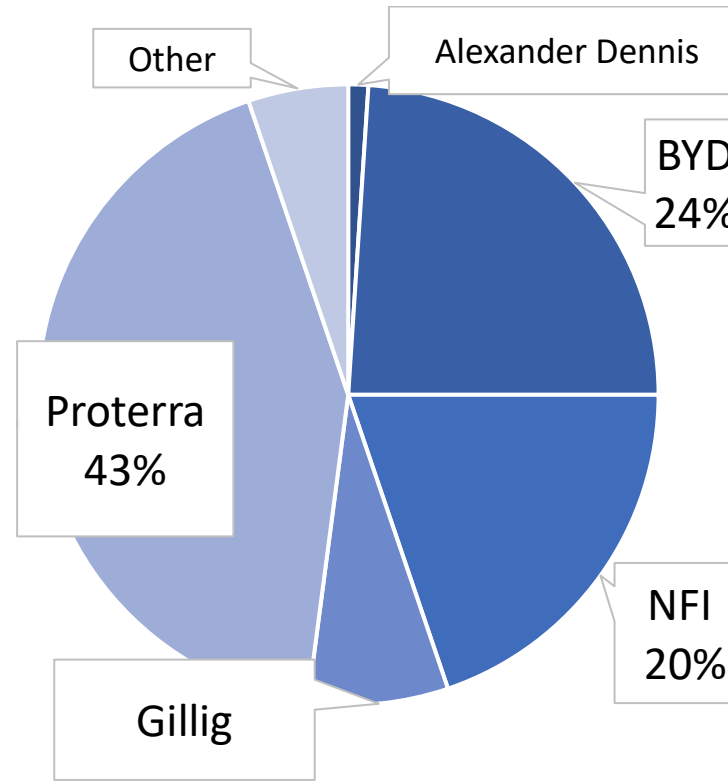
State of the U.S. BEB Industry & Impact to CapMetro

Percent Battery Electric Buses Deployed by Original Equipment Manufacturer (OEM) (NTD Data)

2021



2022



2023

Battery Electric Bus Original Equipment Manufacturer availability went from 4 to 2:

Gillig & NFI

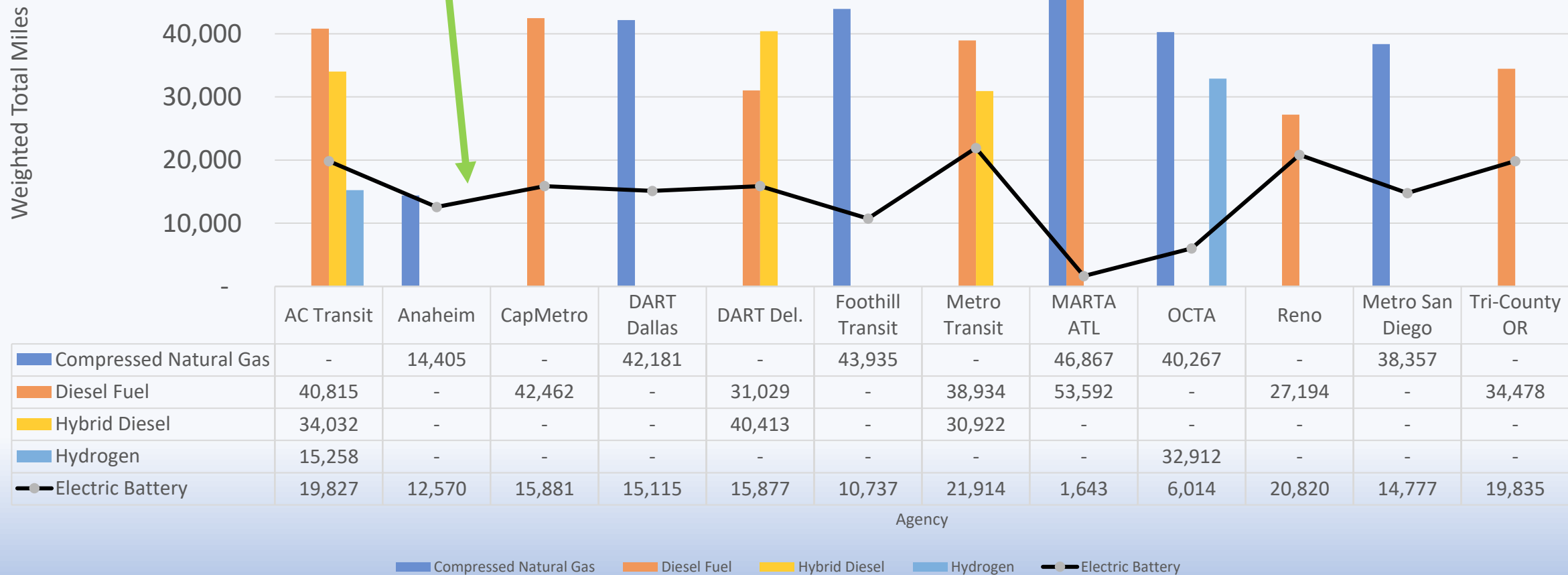
State of the industry

- Proterra bankruptcy uncertainty with warranty, service, parts, software
- Phoenix Motor Cars not yet viable, no battery contract, vehicle software
- Camber and Volvo spin-offs not yet viable, no charger service
- New Flyer financial struggles
- Lack of competition (ENC and Nova have left the market)
- Inflation and supply chain issues
- Long lead times (18-24 months to build a bus)
- Construction delays, long lead times for critical equipment

Battery Electric Buses are more expensive, harder to get (more competition among only a few manufacturers), and require a more comprehensive operational approach due to their complex systems and battery management needs.

Average Miles per Active Bus (Based on NTD Data at 12 Agencies)

BEB Average Miles per Bus are About One-Half of Diesel



BEB Percent Availability by Year and Peer Agency



Battery Electric Performance & Availability

Factors impacting BEB performance:



Workforce



Topography



Size of Service Area
& Distance of Routes

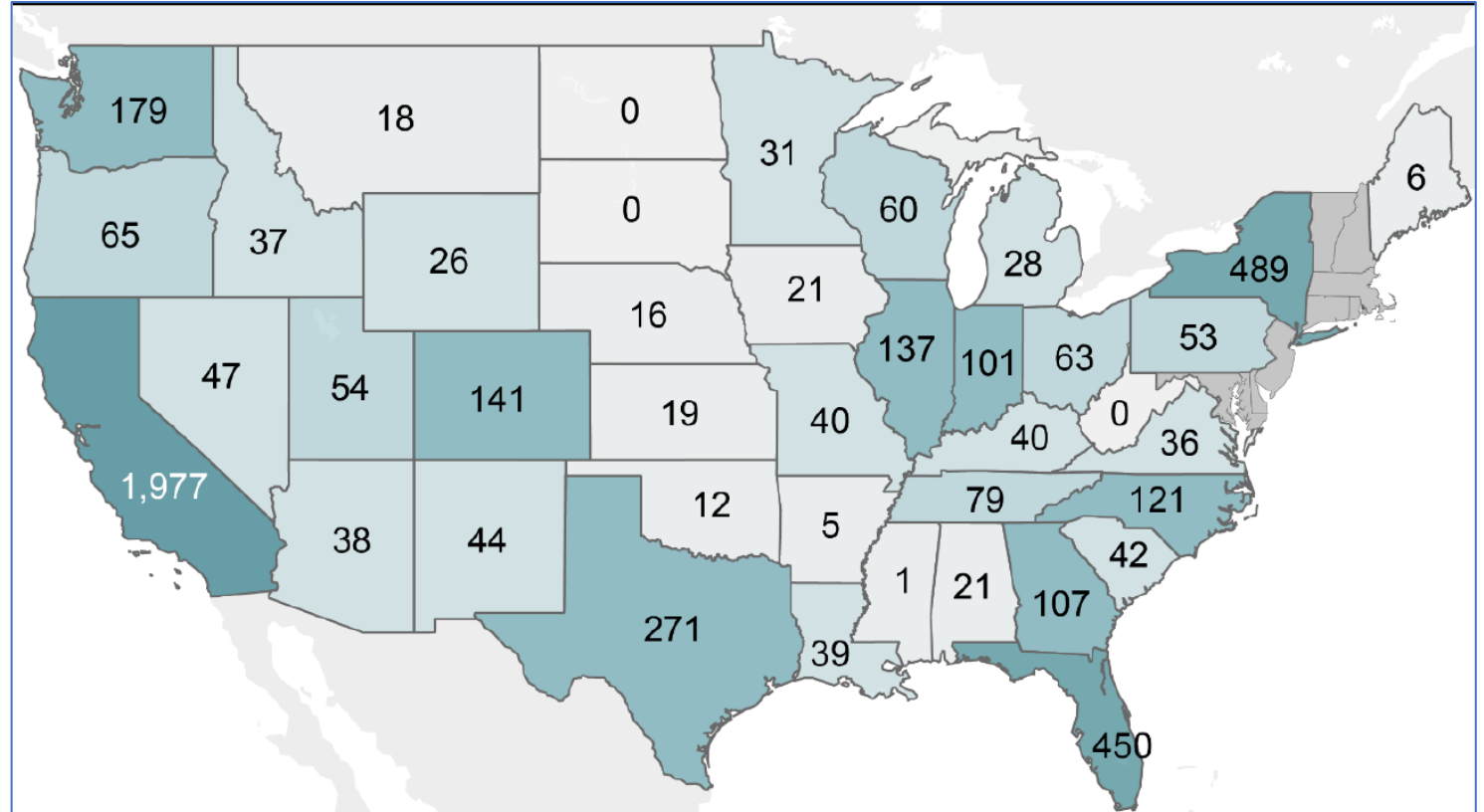


Weather

Battery Electric
Buses are only
viable to support
36% of CapMetro's
service blocks.

Zero Emission Buses in the United States

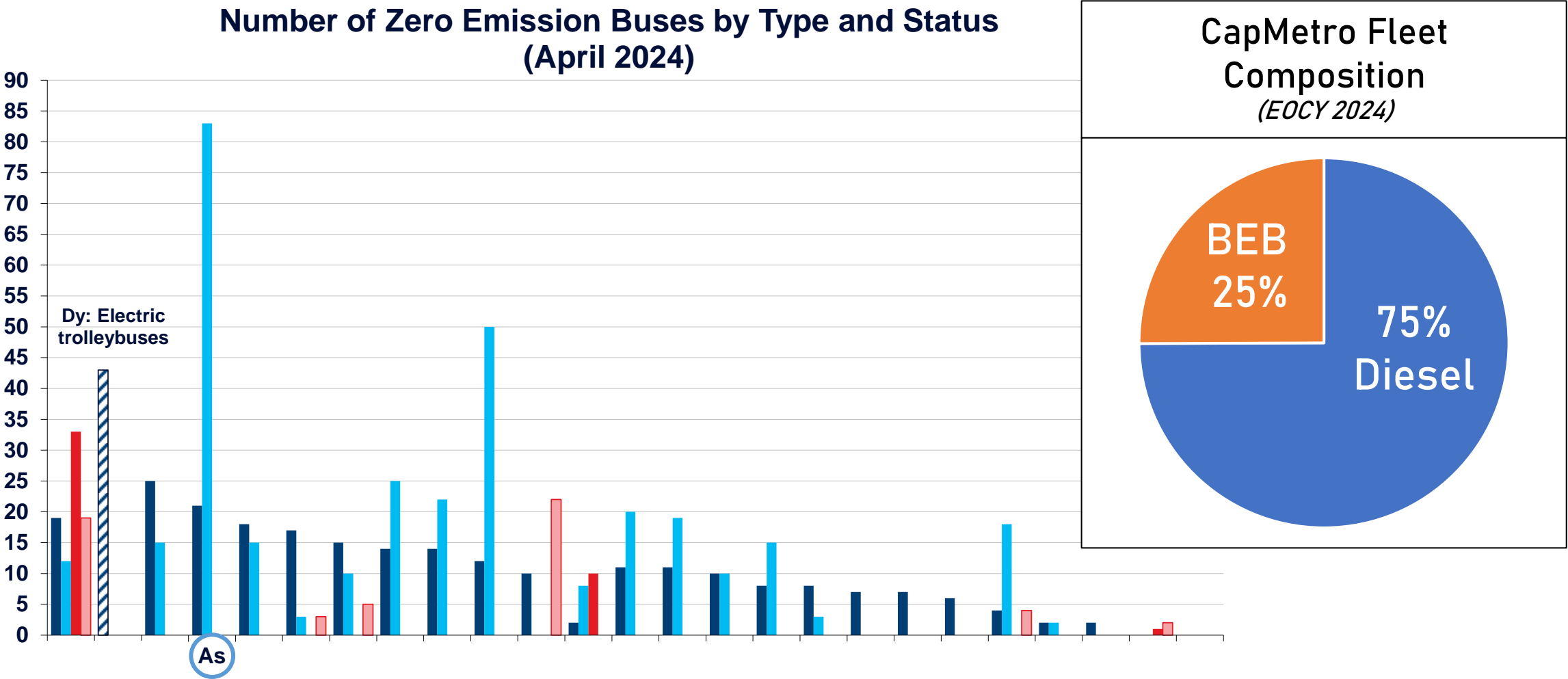
Year	BEB	FCEB
2023	5,775	161
2022	5,269	211
2021	3,168	129



Source: (CALSTART, 2024). [Zeroing in on ZEBs](https://calstart.org/zeroing-in-on-zeb-2024/)
<https://calstart.org/zeroing-in-on-zeb-2024/>

Zero Emissions Fleets: Electric Battery and Hydrogen Growing

CapMetro has the highest number pending short-term



■ Battery Electric (On Property) ■ Battery Electric (Ordered/Funded) ■ Hydrogen (On Property) ■ Hydrogen (Ordered/Funded)



Looking Ahead

CapMetro's Sustainability Commitment

The most environmentally-friendly thing our community can do is get people out of single occupancy cars and traffic, and into transit.

- The second thing we can do, is make the transit as clean as possible.

CapMetro's Sustainability Vision Plan includes a goal of reaching net-zero carbon emissions by 2040.

- Under-construction Project Connect Rapid service will still ultimately be all-electric.



Pursuing our Commitments

- CapMetro will pursue a variety of solutions to meet sustainability goals considering performance, cost, reliability, availability, and more.
 - Options include Hybrid Electric and Hydrogen Fuel Cell Buses
 - Ongoing evaluation of vehicle and fuel availability/cost.
 - CapMetro's next regular vehicle procurement will be in late 2024 for late 2026 vehicle delivery
- CapMetro will continue leveraging efficient operations with our existing battery electric buses and infrastructure

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2023-985

Agenda Date: 1/29/2024

President & CEO Monthly Update June 2024



President's Report

June 2024

Texas Digital Government Summit



ATU Mentorship Program Graduation



CapMetro Hiring Events



Juneteenth Parade



Austin Chamber Federal Advocacy Trip 2024



Looking ahead

July 23-25

Workforce Solutions Teacher Externship Program

- Employers, Chambers, and ISD collaboration
- Teachers gain insight into both technical and essential skills required in the workplace
- Learn how classroom content and learning strategies apply in the workplace



August 8

Transit Industry Day: Austin Central Library - Special Event Center

- Provide an overview of CapMetro's Supplier Diversity Program
- Explain the Disadvantaged and Small Business Enterprise (DBE) Certification
- Assist businesses in getting registered as a DBE/ SBE
- Provide the space for networking and relationship-building among prime vendors, industry peers and CapMetro's team

Transit Industry Day 2024 with CapMetro

**TRANSIT
INDUSTRY DAY**



AUSTIN, TEXAS
AUGUST 8, 2024

CapMetro

Thank you!



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2024-1201

Agenda Date: 6/24/2024

Memo: Updates on TCOLE Authorization and Transit Police Department Public Engagement (May 31, 2024)

To: CapMetro Board of Directors
From: Gardner Tabon, EVP, Systemwide Accessibility & Chief Safety Officer
Date: May 31, 2024
Re: Updates on TCOLE Authorization and Transit Police Department Public Engagement

The purpose of this memo is to provide an update to the CapMetro Board of Directors regarding ongoing efforts to establish a CapMetro Transit Police Department, as part of our comprehensive approach to public safety.

TCOLE Authorization

The CapMetro Transit Police Department has recently received authorization from the Texas Commission on Law Enforcement (TCOLE) to continue in the process of creating a new police agency, demonstrating our dedication to upholding law enforcement standards within our transit system. To receive full authorization, CapMetro will continue to submit materials to TCOLE, and the Transit Police Administrator, Eric Robins, will go through the next steps necessary to receive the Transit Police Chief title. Authorization from TCOLE to continue in the process is a key milestone necessary to continue our work on recruitment and hiring, operational procedures and practices, partnerships with area jurisdictions, and more. Upon full authorization from TCOLE, CapMetro will have the authority to respond to emergencies and needs as police. CapMetro anticipates having the Transit Police Department available to respond to emergencies in 2025; until then, CapMetro will continue to work with law enforcement partners to respond to emergencies on the transit system.

This milestone reflects the hard work and careful planning of our department, which has been one key area of focus over the last several months complemented by community involvement through the Public Safety Advisory Committee (PSAC) and its subcommittees. PSAC has played a crucial role in reviewing policies and departmental systems and will continue to do so going forward.

PSAC Engagement Summary

As part of our commitment to transparency we are engaging the Board-appointed Public Safety Advisory Committee alongside the broader community on key areas related to the police department. Over the last several months, in particular, PSAC and the PSAC Program Strategies and Policies Subcommittee have been meeting regularly to review transit police policies. These policies guide everything from uniform requirements to response methods, to reporting, and more.

The engagement process on policies includes publishing policies as written for both PSAC and community feedback and questions; there are limited redactions to policies related to tactical information and officer safety. Each policy is then discussed with the Program Strategies & Policies subcommittee, and revised based on public feedback, as appropriate. Finally, the policy is posted as a final revised policy on the engagement website. These policies are administrative policies approved by the Transit Police Chief; no Board action is required or planned.

We are preparing for the next Program Strategies & Policies subcommittee meeting scheduled for Thursday, June 6 at 5:00 PM. We encourage community participation through registration for the meeting or direct feedback on the documents, which will be open until June 14.

The following policies are posted for community feedback and will be discussed at the upcoming meeting:

- [Hostage and Barricade Incidents](#)
- [Training](#)
- [Rapid Response and Deployment](#)
- [Uniforms and Civilian Attire](#)

The following policies have gone through the community engagement process and are the final policies are posted to the engagement website:

- Vehicle Pursuits
- Use of Force
- Standards of Conduct
- Property and Evidence
- Policy Against Bias-Based Policing
- Part-Time Officers
- Organizational Structure and Responsibility
- Mission, Vision, Core Values and Law Enforcement Code of Ethics
- Missing Persons
- Family Violence
- Eyewitness Identification

We will continue to use the subcommittee to review policies going forward until all policies are completed over the next several months. Once the transit police department is operational, each policy will be reviewed annually using the same process to review substantive changes with the community.

Additionally, in line with our continued commitment to transparency and community engagement, we are excited to share that the first meeting of the Operations & Personnel subcommittee will take place on Monday, June 10 at 5:00 PM. This subcommittee is focused on items that affect day-to-day operations, such as hiring and trainings, two topics we know the community is eager to discuss more.

We will be discussing the following items, which are also posted online for feedback, at the meeting:

- [Police Officer Job Description](#)
- [Police Sergeant Job Description](#)

Community members are encouraged to register for and attend the meeting and can provide feedback on the documents until June 17.

We are eager to continue this momentum in both, the development of the department and community engagement, as we progress in our mission to provide a secure and efficient transit system for our community.

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