



Agenda - Final revised
Capital Metropolitan
Transportation Authority
Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, December 16, 2024

12:00 PM

Rosa Parks Boardroom

This meeting will be livestreamed at capmetrotx.legistar.com

I. Call to Order

II. Safety Briefing:

III. Recognition:

1. Board Member Leslie Pool

IV. Public Comment:

V. Advisory Committee Updates:

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

VI. Board Committee Updates:

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

VII. Consent Items:

1. Approval of minutes from the November 25, 2024 board meeting.
2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with World Wide Technology, LLC for Cisco Smartnet network equipment and software support for one (1) year, in an amount not to exceed \$250,437.

3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Carahsoft for Granicus Communications Cloud software support for one (1) year base period and four (4) option years, in an amount not to exceed \$841,733.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a Master License Agreement with Pedernales Electric Cooperative, Inc. (PEC) to establish the terms under which CapMetro will approve licenses for PEC to cross CapMetro's railroad right-of-way.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with MTM Inc. for the purchase of one-hundred and two (102) used fleet vehicles, in an amount not to exceed \$1,784,685.

VIII. Action Items:

1. Approval of a resolution appointing CapMetro Board Member _____ to serve as the CapMetro Board's representative on the Austin Transit Partnership Board of Directors, and waiving the residency requirement for their appointment, if applicable.
2. Approve a resolution appointing Juan Garza, Veronica Castro de Barrera, and Kammy Horne as the nominees recommended by the Nominating Committee for the positions of Community Expert Director representing Finance, Engineering & Construction, and Community Planning or Sustainability, respectively, to the Austin Transit Partnership Board of Directors to terms beginning in January 2025.
3. Approval of a resolution approving the CapMetro Public Transportation Agency Safety Plan ("the Plan"), authorizing the President & CEO, or her designee, to finalize and execute the Plan, and setting a program to provide relevant and useful information to the Board of Directors.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract modification with CFJ Manufacturing for uniform services for a term of up to six months in the amount of \$750,384, plus 10% (\$75,038.40) in contingency, in a total amount not to exceed \$825,423.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Genfare, LLC for the replacement cash farebox & vaulting system hardware, licensing and hosting services for a two (2) year base period and three (3) one-year option periods in a total amount not to exceed \$6,316,871.

IX. Report:

1. President & CEO Monthly Update - December 2024

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

Section 551.071 for consultation with an attorney regarding legal issues, including potential or contemplated litigation, related to a contract with a vendor, specifically a contract with Unity Contractor Services for Construction Services

XI. Memos:

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

1. Memo: 2024 DEI Annual Workforce Diversity and Supplier Diversity Update (December 9, 2024)

XII. Items for Future Discussion:

XIII. 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, December 11, 2024

6:00 PM

Virtual Presentation

CapMetro Employees: Peter Breton, Kelsey Lammy, Ariel Marlowe, Brandi Mohler, Sondra Williams.

Committee Members: Arlo Brandt, David Foster, Fangda Lu, Ephraim Taylor, B.J. Taylor, Diana Wheeler.

Meeting started at 6:10PM; quorum reached at 6:24PM

Welcome / Introductions / Call to Order

Chair Taylor

Approval of the October 2024 minutes - David Foster / 2nd by B.J. Taylor – passes unanimously.

Approval of the November 2024 minutes - Diana Wheeler / 2nd by David Foster – passes unanimously.

Public Communications

David Foster shares that along Slaughter Ln, there is a bus stop pole and sign from a since-relocated stop that was not removed and is leaning against a private fence. **Peter Breton** says he'll work with staff to make sure it is properly removed.

David Foster explains that he has been hearing discontent in South Austin about the perceived slow roll out of Project Connect, such as the 803 Extension and other Park & Ride facilities. **Peter Breton** says he'll reach out to ATP to see if they have more information to share related to Project Connect projects in South Austin.

Fangda Lu shares questions he has received about the safety of Park & Ride facilities. **CapMetro Staff** provide insight and say they'll follow up with more information.

Transit Store Relocation

Brandi Mohler, Director of Revenue and Fares

Brandi Mohler gives an update on the Transit Store Relocation to 1705 Guadalupe Street.

B.J. Taylor asks about how the move will be communicated on transit services. **Brandi Mohler** informs her that there will be a message on the on-bus ticker, and signage will be up at the current Transit Store in advance of the move.

David Foster asks if there will be a meeting space at the new location to use for committee meetings. **CapMetro Staff** share that while there may be space, it is unlikely it will be used for committee meetings.

Sondra Williams asks if the hours of service will change when the new Transit Store opens, and **Brandi Mohler** says no.

Advisory Committee Format & Staff Support Roles

Peter Breton, Community Engagement Coordinator

Peter Breton shares upcoming changes to the Advisory Committees, including transitioning meetings from Microsoft Teams to Zoom. **Committee Members** share their opinions about virtual meeting platforms.

Committee Officer Elections

Facilitated by Staff Liaison

Ephraim Taylor nominates **David Foster** for the position of Chair, and he accepts.

David Foster is elected as Chair unanimously.

Diana Wheeler nominates **Arlo Brandt** for the position of Vice-Chair, and he accepts.

Arlo Brandt is elected as Vice-Chair unanimously.

Meeting adjourned at 7:10PM



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, December 4

5:30 PM

Virtual Presentation

CapMetro Employees: Peter Breton, Louise Friedlander, Art Jackson, Martin Kareithi, Kelsey Lammy, Julie Lampkin, Ariel Marlowe, Brandi Mohler, Sara Sanford, Randy Slaughter.

Supporting Staff: Emma Fricker.

Committee Members: Andrew Bernet, Glenda Born, Otmar Foehner, Mike Gorse, Paul Hunt, John McNabb.

Guests: Tracey Moody, Lyric Wardlow.

Meeting called to order at 5:35 PM

Welcome / Introductions / Call to Order

Chair Hunt

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

Public Communications

Tracey Moody shares her frustration with quality of service on her recent trips. She also inquires about the availability of drivers and asks if that impacts pickup times. **Julie Lampkin** and **Art Jackson** speak to some of her concerns, share contact information, and promise to follow up with her.

Paul Hunt asks about the impact of the Spare Labs scheduling system on providing Access services. **Art Jackson** informs him that recent increases in demand are more so the root cause of frequent service complaints, and that CapMetro staff are working to provide additional service to alleviate stress due to the increased demand.

Lyric Wardlow shares that she is interested in the feedback process for Access users, and advocates for more people with lived experience using the service to serve on the committee. **Sara Sanford** outlines multiple ways feedback is received and used to better service. **Martin Kareithi** and **Art Jackson** share their contact information.

Paul Hunt expresses concern about operators not seeing the notes that customers leave for them, and also shares a feature he would like added to the app. **Sara Sanford** and **Julie Lampkin** address his concerns and clarify some existing features.

Transit Store Relocation

Brandi Mohler, Director of Revenue and Fares

Brandi Moehler gives an update on the Transit Store Relocation to 1705 Guadalupe Street.

Mike Gorse shares that he feels the old location was more accessible by bus. **Brandi Moehler** agrees and shares that there are additional retail locations around Austin for people to purchase passes.

Advisory Committee Format & Staff Support Roles

Peter Breton, Community Engagement Coordinator

Peter Breton shares upcoming changes to the Advisory Committees, including transitioning meetings from Microsoft Teams to Zoom. **Committee Members** share their opinions about virtual meeting platforms.

January 2025 Meeting Date

Committee Discussion

John McNabb / 2nd Paul Hunt; Motion to approve CapMetro staff's recommendation to reschedule the January 2025 Access Committee meeting to January 8 at 6:00 PM. - passed unanimously.

Committee Officer Elections

Facilitated by Staff Liaison

Glenda Born nominates **Paul Hunt** for the position of Chair, and he accepts.

Paul Hunt is elected as Chair unanimously.

Paul Hunt nominates **Glenda Born** for the position of Vice-Chair, and she accepts.

Glenda Born is elected as Vice-Chair unanimously.

Meeting adjourned at 7:20 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, December 6, 2024

11:30 AM

Virtual Presentation

CapMetro Employees: Peter Breton, Darryl Jamail, Kelsey Lammy, Nina Loehr, Ariel Marlowe, Eric Robins, Joseph Rose, Detren Scales, Yvonne Wilson.

Committee Members: Adam Powell, Monica Sanchez, Christian Tschoepe.

Meeting Quorum Not Met; Standing items were tabled, but staff presentations continued. Presentations started at 11:46AM

Public Communications

Trainings Overview

Eric Robins, Chief of Police

Eric Robins overviews the Transit Police Training Program and gives insight into its four phases: Evaluation, Onboarding, Field Training, and Graduation.

Monica Sanchez asks for details on the training that the dispatchers receive on how to appropriately send Transit Police Officers, Public Safety Ambassadors, or Community Intervention Specialists. **Eric Robins** gives insight into the role of dispatchers and how they are trained to assess calls and make determinations.

Christian Tschoepe asks how TPD Field Training compares with the Austin Police Department, given that TPD focuses on the safety of transit riders, which include proportionally more vulnerable groups. **Eric Robins** explains that training will guide officers to use de-escalation tactics.

Christian Tschoepe asks about the frequency of training. **Eric Robins** explains that TCOLE mandates a standard set of one-off and reoccurring trainings that all Texas law enforcement officers are required to take, and that CapMetro will also mandate additional reoccurring and ongoing trainings.

Subcommittee Update & Engagement Review

Peter Breton, Community Engagement Coordinator

Peter Breton provides an update on the ongoing and upcoming policy rounds and leads a discussion to review subcommittee engagement over the past year.

Monica Sanchez inquires to what degree engagements are done in non-English formats. **Peter Breton** shares that it depends per project, basing materials on the impacted communities and available resources.

Peter Breton and **Committee Members** discuss changing the format of subcommittee engagement for non-policy related items.

Advisory Committee Format & Staff Support Roles

Peter Breton, Community Engagement Coordinator

Peter Breton shares upcoming changes to the Advisory Committees, including transitioning meetings from Microsoft Teams to Zoom. **Committee Members** share their opinions about virtual meeting platforms.

Committee Officer Elections

Facilitated by Staff Liaison

Meeting quorum not met.

Meeting ended at 12:52 PM



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2024-1351

Agenda Date: 12/16/2024

Approval of minutes from the November 25, 2024 board meeting.

Minutes

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Monday, November 25, 2024

12:00 PM

Rosa Parks Boardroom

I. Call to Order

12:00 p.m. Meeting Called to Order

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

II. Safety Briefing

III. Public Comment:

Deb Miller provided public comments.

IV. Advisory Committee Updates:

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

V. Board Committee Updates:

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

VI. Consent Items:

A motion was made by Board Member Bangle, seconded by Board Member Harriss, to approve the Consent Agenda. The motion carried by the following vote:

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

1. Approval of minutes from the October 28, 2024 board meeting.

2. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with Pure Sky Project Solutions LLC to replace the clay tile roofs on 1 building and 3 structures at Plaza Saltillo Station, located at 412 Comal Street, Austin TX 78702, for \$176,000.
3. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with SHI Government Solutions to renew CapMetro licensing of the Microsoft licensed software suite of products, for a period of three (3) years in an amount not to exceed \$2,024,767 which includes a 20% contingency to account for future growth.
4. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract modification with Lytx, Inc. for additional DriveCam Event Recorders and subscription services, over the remaining 2 years of the contract, in a new total amount not to exceed \$801,645.
5. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute contracts with Aegis Group, Inc., Allen, Willford and Seale, CBRE, Inc., JLL Valuation and Advisory Services, National Valuation Group, Inc., and Paul Hornsby & Co., for Real Property Appraisal services on a task order basis for a base period of two (2) years with three (3) option periods of 12 months each in an aggregate amount not to exceed \$750,000.
6. Approval of a resolution authorizing the President & CEO, or her designee, to finalize a contract for the purchase of Medical Stop Loss Insurance for claims above \$225,000 from Voya Employee Benefits for one (1) year in an amount not to exceed \$857,561.
7. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract with T-KARTOR USA for Wayfinding and Customer Information Services, for a base term of 1 year, with 4 option years in a total amount not to exceed \$549,764.

VII. Action Items:

1. Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract modification with Unifirst Corporation for maintenance uniforms, towels and laundering/mat cleaning services, which includes a ratification amount of \$65,223, and additional funding of \$134,777 to fund the remaining contract term which ends April 6, 2025, in a new total contract amount not to exceed \$666,838.

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

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

2. Approval of a resolution awarding President & CEO Dottie Watkins adjustment to base pay equal to 5% of her annual salary and a one-time performance achievement bonus equal to 10% of base pay based on her Fiscal Year 2024 annual performance review. The increases are awarded retroactively to October 1, 2024, in accordance with the Employment Agreement.

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

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

VIII. Discussion Items:

1. FY2025 Long Range Financial Plan Update
2. CapMetro Electric Fleet Update

IX. Report:

1. President & CEO Monthly Update - November 2024

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

Board went into Executive Session with a quorum present: 12:57 p.m.

Out of Executive Session: 1:43 p.m.

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

XI. Items for Future Discussion:

XII. Adjournment

1:46 p.m. Meeting Adjourned

ADA Compliance

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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-2024-1288

Agenda Date: 12/16/2024

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 Smartnet network equipment and software support for one (1) year, in an amount not to exceed \$250,437.

FISCAL IMPACT:

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

STRATEGIC PLAN:

Strategic Goal Alignment:

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

STRATEGIC OBJECTIVES:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Maintaining a robust, reliable, and secure network ensures the continuity of CapMetro’s information systems. The Cisco Smartnet support 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 Smartnet 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 December 9, 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: A 0% SBE goal was assigned for this procurement. This procurement was conducted through Cooperative Purchasing agreement for a yearly renewal for licensing of hardware support for CISCO system, which does not include subcontractor opportunities.

PROCUREMENT: CapMetro will utilize the OMNIA Partners cooperative, Contract Number R210407, held by World Wide Technology LLC, for Technology Solutions, Products, and Services, to renew Cisco Smartnet network hardware and software support.

OMNIA Partners 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 OMNIA Partners contracts satisfy otherwise applicable competitive bidding requirements. Pricing for Cisco Smartnet network hardware and software support was determined to be fair & reasonable by the OMNIA Partners organization during its solicitation and award process.

The following is World Wide Technology’s lump sum pricing for one (1) year renewal of Cisco Smartnet network hardware and software support:

Description	Lump Sum Price
Cisco SmartNet Network Hardware and Software Support	\$250,437

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1288

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 Smartnet network equipment and software support for one (1) year, in an amount not to exceed \$250,437.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1343

Agenda Date: 12/16/2024

SUBJECT:

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

FISCAL IMPACT:

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

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Granicus Communications Cloud system allows CapMetro to continue providing customers MetroAlerts with the latest CapMetro information at their desired time and frequency on CapMetro services. This system allows CapMetro to have customer service excellence by delivering innovative and continuous solutions to customer needs. This builds CapMetro’s brand reputation as an organization that is easily reachable, listens and provides value to the community while at the same time providing customer service excellence.

BUSINESS CASE: CapMetro has implemented the Granicus Communications Cloud system for customers to receive MetroAlerts for tailored outreach and communication, provide customers with a seamless and a more personalized, satisfying experience with the CapMetro services. Granicus Communications Cloud is a customer communications technology designed to help CapMetro stay better connected to customers, streamline processes, and provide customers and potential customers the best customer experience possible.

COMMITTEE RECOMMENDATION: This item will be presented to the Operations Committee on December 9, 2024.

EXECUTIVE SUMMARY: CapMetro has implemented Granicus Communications Cloud system that is the largest customer experience program to allow customers to set their preferred method of being informed of MetroAlerts and provide customers with better tools to address their needs as well as a more personalized, satisfying experience with the CapMetro brand. CapMetro procured Granicus Communications Cloud technology and implementation services from the State of Texas Department of Information Resources Share Technology Services and this contract award will provide additional base year and four option years of Granicus Communications Cloud software licensing, hosting, maintenance, and support.

DBE/SBE PARTICIPATION: A 0% SBE goal is placed on this project, which is for a renewal of software licensing services that does not include subcontract opportunities.

PROCUREMENT: The contract will utilize the Department of Information Resources (DIR) Contract Number DIR-TSO-4288, held by Carahsoft Technology Corporation, who is authorized to resell Granicus products and services.

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 Granicus Communications Cloud Software Subscription was determined to be fair & reasonable by DIR's organization during its solicitation and award process.

The following is lump sum pricing provided by Carahsoft Technology Corporation for one (1) base year and four (4) option years:

Description	Lump Sum
Base Year 1 - Granicus Communications Cloud Software Subscription	\$159,073.75
Option Year 1 - Granicus Communications Cloud Software Subscription	\$158,668.26
Option Year 2 - Granicus Communications Cloud Software Subscription	\$166,411.58
Option Year 3 - Granicus Communications Cloud Software Subscription	\$174,346.59
Option Year 4 - Granicus Communications Cloud Software Subscription	\$183,232.68
Grand Total	\$841,732.86

The contract is a fixed price contract.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1343

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro management endeavor to continue support of a customer MetroAlerts system.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a contract with Carahsoft for Granicus Communications Cloud software support for one (1) year base period and four (4) option years, in an amount not to exceed \$841,733.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1158

Agenda Date: 12/16/2024

SUBJECT:

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

FISCAL IMPACT:

This action reimburses Capital Metro 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: The Master License Agreement will establish a cooperative relationship with PEC, a key provider of electrical service in our community, to support sustainable regional growth and provide CapMetro with critical information to benefit its operations.

BUSINESS CASE: CapMetro has granted PEC licenses to cross rail right-of-way on terms similar to this agreement in the past, and the Master License Agreement will solidify these terms and establish a cooperative relationship under which CapMetro will benefit by obtaining important information and expertise from PEC.

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval at the Operations, Planning and Safety Committee meeting on December 9, 2024.

EXECUTIVE SUMMARY: The Master License Agreement establishes the terms under which CapMetro will approve licenses for PEC to cross the Giddings-Llano Line right-of-way to install, operate, and maintain electrical distribution facilities at various locations. Under CapMetro's current procedure, an applicant for a such a license generally must pay annual license fees of \$2,500, with a 3.5% annual increase, for a 10-year license. Under the terms of this Master License Agreement, PEC would pay a one-time fee of \$5,000 for each license, rather than annual license fees, and the license would be perpetual, subject to certain termination and modification provisions. A permit would also be required for any work performed in the right-of-way. CapMetro has granted PEC licenses under these more favorable terms in limited situations for particular crossings that were critical to PEC's operations. The Master License Agreement would codify these terms for all future licenses granted to PEC. As consideration for these more favorable terms, PEC would agree to provide important technical information and documentation regarding its operations over CapMetro rail right-of-way. In addition, PEC will consult with and provide expertise to CapMetro regarding electrification and related matters. As with other license agreements, CapMetro's transit purposes would have priority over PEC's use in the event of any future conflict.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Real Estate

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1158

WHEREAS, Pedernales Electric Cooperative, Inc. (PEC) is a public entity and a key electric service provider in the region;

WHEREAS, CapMetro is the owner of approximately 162 miles of railroad right-of-way, including the track, track support structures, and the real property, in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas, as more particularly described in a Deed dated May 20, 1998 and recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas, known as the Giddings-Llano Line;

WHEREAS, to fulfill its mission to provide electric service to the community, PEC has a need to cross the Giddings-Llano Line to install, operate, and maintain electrical distribution facilities at various locations; and

WHEREAS, in exchange for granting PEC licenses to cross the Giddings-Llano Line on particular terms, PEC is willing to provide important technical information, documentation, and expertise to CapMetro that would be beneficial to CapMetro's operations;

NOW, THEREFORE, BE IT RESOLVED by the CapMetro Board of Directors that the President & CEO, or her designee, is authorized to finalize and execute a Master License Agreement with PEC to establish the terms under which CapMetro will approve licenses for PEC to cross CapMetro's railroad right-of-way.

Date: _____

**Secretary of the Board
Becki Ross**

**MASTER LICENSE AGREEMENT
RAIL RIGHT OF WAY**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS MASTER LICENSE AGREEMENT (this "Agreement") is made to be effective as of _____, 2024, between the **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**, a political subdivision of the State of Texas organized and existing under Chapter 451 of the Texas Transportation Code ("CapMetro"), whose address is 2910 E. 5th Street, Austin, Texas 78702, acting through its duly authorized agent, the President and CEO or her designee, and **PEDERNALES ELECTRIC COOPERATIVE, INC.** ("PEC"), whose address is 201 South Avenue F, Johnson City, Texas 78636 (each a "Party", and collectively, the "Parties"), with reference to the following facts:

- (A) CapMetro is the owner of approximately 162 miles of railroad right-of-way, including the track, track support structures, and the real property, in the counties of Bastrop, Burnet, Lee, Llano, Travis, and Williamson, Texas, as more particularly described in a Deed dated May 20, 1998, and recorded in Volume 13187, Page 3118, of the Real Property Records of Travis County, Texas (the "Rail Right-of-Way"). The track, track support structures and the real property are collectively referred to herein as the "Giddings-Llano Line."

- (B) CapMetro has adopted a Capital Property and Asset Use Policy, which establishes a process and certain requirements for use of CapMetro real property including Rail Right-of-Way, and pursuant to that policy has developed standard terms for license agreements over CapMetro Rail Right-of-Way, including payment of specified fees.

- (C) PEC desires to install, operate, and maintain electrical transmission and distribution facilities at various locations across the Rail Right-of-Way to address its requirements to serve members of the public within its certificated electric service territory granted pursuant to its certificate of convenience and necessity issued by the Public Utility Commission of Texas.

- (D) In limited instances, due to PEC's obligation to serve members of the public within its service territory, CapMetro has granted licenses to PEC on nonstandard terms, similar to the terms of this Agreement.

- (E) CapMetro has determined that granting licenses to PEC according to the terms of this Agreement, and particularly in light of the consideration provided by PEC as part of this Agreement, is in the best interest of CapMetro and supports CapMetro's transit mission.

(F) The Parties now seek to enter into this Agreement to establish the terms between the Parties with respect to the grant to PEC of licenses to construct; to re-construct, upgrade, install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate certain electric and communication facilities, subject to CapMetro's reasonable requirements and the regulations and directives of the Federal Railroad Administration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Parties agree as follows:

1. Requirements. CapMetro generally requires from third parties to cross or be located within its Rail Right-of-Way both (a) a permit to both access Rail Right-of-Way and for construction of facilities within its Rail Right-of-Way and (b) a license agreement for any facilities to be installed and remain within its Rail Right-of-Way. CapMetro will generally respond to PEC within thirty (30) calendar days regarding the status of an application for approval to proceed, or if any status changes or alterations required to obtain a license.
2. Permits to Perform Construction.
 - (a) CapMetro will grant permits to PEC to enter and perform construction work within the Rail Right-of-Way for the benefit of its members, upon PEC's submission of an application for a permit to be on Rail Right-of-Way and real property ("Application for Permit") and PEC's substantial compliance with CapMetro's procedures and requirements associated with granting of construction permits, as reasonably determined by CapMetro, in a form substantially similar to the permit attached hereto as **Exhibit A** and by this reference incorporated herein.
 - (b) Each Application for Permit is subject to approval by CapMetro to ensure that the permitted work is consistent with the limitations described in Section 6 of this Agreement which approval shall not be unreasonably withheld, conditioned or delayed.
3. Grant of Licenses.
 - (a) CapMetro will grant licenses to PEC to use and maintain certain portions of the Rail Right-of-Way for the benefit of its members, upon PEC's submittal of an application for license agreement, and substantial compliance with CapMetro's procedures and requirements necessary to apply for a license agreement, as reasonably determined by CapMetro, for each portion of the Rail Right-of-Way that PEC intends to use, in a form substantially similar to the license agreement as agreed to by the parties attached hereto as **Exhibit B** and by this reference

incorporated herein.

- (b) CapMetro represents it holds sufficient title to the Rail Right-of-Way to grant any permit or license pursuant to this Agreement. For any licenses granted, CapMetro will make these grants solely to the extent of its right, title, and interest in the Rail Right-of-Way, without any further express or implied warranties, and subject to all present and future matters of record affecting the Rail Right-of-Way.
 - (c) Each Application for License Agreement is subject to approval by CapMetro to ensure that granting the license is consistent with the limitations described in Section 6 of this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed.
4. Consideration. Given the public purposes of each entity, the Parties have agreed that a one-time license fee in the amount of Five Thousand Dollars (\$5,000.00) is the License Fee to be paid by PEC for each individual license agreement executed between the Parties during the term of this Agreement. As additional consideration for CapMetro's grant of licenses under the nonstandard terms provided in this Agreement, PEC agrees to the following:
- (a) Within thirty (30) days after completion , provide stamped engineering as-builts and drawings to CapMetro, of any new or modified PEC installations or facilities on CapMetro property, including:
 - aerial or sub-grade elements; and
 - GIS location pin data.
 - (b) Within thirty (30) days after execution of this Agreement, provide an inventory of all CapMetro electric meters on CapMetro property, including physical address, image, and GIS content.
 - (c) Within thirty (30) days after execution of this Agreement, for all existing PEC installations or facilities on CapMetro property, PEC will provide GIS location pin data.
 - (d) When Building Information Modeling (BIM) is utilized as part of engineering and design efforts involving CapMetro property, provide to CapMetro files in a source file generated to aid in digital linear assets configurations maintained by CapMetro.
 - (e) For all electrical transmission installations involving CapMetro property, biannually provide seasonal reporting to CapMetro, with Electromagnetic Interference (EMI) and stray current reporting on field threshold actuals, and assist to ensure that these readings are sustained within code requirements and applicable regulations.
 - (f) Within sixty (60) days after execution of this Agreement and annually thereafter, provide CapMetro with yearly capital investment schedules

associated with projects or work that will impact CapMetro Rail Right-of-Way, which may include drawings, designs and schedules, but will not include any financial costs for such planned projects.

- (g) PEC shall provide an account representative to provide updates on electrical work programs involving CapMetro buses, facilities, demand response, commuter rail and light rail service elements pertaining to scheduled, unscheduled or emergency events. Both Parties shall communicate regularly to encourage proactive business practices.
- (h) As requested by CapMetro, but no more than twice a year, PEC will participate in executive-level meetings with CapMetro to foster communication and collaboration between the Parties and to verify compliance with the terms of this Agreement. Such meetings will be in addition to regular meetings and communications between the Parties necessary to support day-to-day business.
- (i) Upon reasonable request, consult with CapMetro to provide PEC's advice and expertise on energy conservation measures increasing electrification, especially in the context of bus, facilities, commuter rail and light rail uses, and update CapMetro on rates approved in the Tariff and Business Rules of PEC.

5. Emergency Response. For the purpose of this Agreement, an emergency shall involve an existing condition of or imminent threat to public health, safety, property damage to third parties or loss of electric service for third parties caused by or affecting PEC facilities within CapMetro property. In an emergency, PEC will take such actions necessary to address the emergency on CapMetro property. Efforts will be made to contact the CapMetro's Railroad Department by telephone at (512) 997-0010 during an emergency; however, PEC will update CapMetro in writing within five (5) business days of any such actions undertaken on any property of CapMetro subject to a license agreement.

6. Limits on License.

- (a) The existence of this Agreement is expressly subject and subordinate to the present and future right of CapMetro, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any improvement, including but not limited to utility facilities, rights-of-way, sidewalks, driveways, railroad signage, signal boxes, or ballast on, beneath, or above the surface of the Rail Right-of-Way.
- (b) The existence of this Agreement is expressly subject and subordinate to the present and future right of CapMetro, its successors, assigns, lessees, and grantees, to construct, install, and establish mass transit or freight rail facilities on, beneath, or above the surface of the Rail Right-of-Way ("Mass Transit Facilities").

- (c) The existence of this Agreement is expressly subject and subordinate to:
 - (i) CapMetro's mass transit rights, obligations, duties, use, plans and operations;
 - (ii) the authority of the Federal Transit Administration and the requirements of any federal grants obtained by CapMetro in connection with its acquisition of the Giddings-Llano Line;
 - (iii) the regulations and directives of the Federal Railroad Administration;
 - (iv) any rail freight services contract, rail freight operations, and passenger rail operations; and
 - (v) all easement, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Giddings-Llano Line ("Mass Transit Obligations").
 - (d) If CapMetro reasonably determines in its sole discretion that PEC's use or uses of the Rail Right-of-Way interferes with CapMetro's use of the Rail Right-of-Way, Mass Transit Facilities, or Mass Transit Obligations, then CapMetro will first work with PEC to allow PEC to shift or relocate the PEC facilities at PEC's expense and to determine the most cost-effective method of relocation or shifting of PEC's Facilities. CapMetro shall give PEC reasonable prior written notice of the need for the relocation of PEC's facilities of at least one-hundred eighty (180) days, for PEC to submit documentation of the costs and expense of such relocation to CapMetro. If reimbursement is available for relocation, PEC shall receive its portion of reimbursement payments attributable to its facilities.
7. Recording. Neither party shall record this Agreement or any license agreement in the real property records of any county.
8. Insurance. PEC shall meet all insurance requirements established in each license agreement entered into pursuant to this Agreement.
9. Indemnification by Contractors. PEC shall require its contractor(s) to fully indemnify, save, and hold harmless CapMetro, its officers, employees, agents, and licensees (collectively called "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever, on account of personal injury (including without limitation, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise out of, or is claimed to be, in any manner connected with any acts or omissions by PEC (including its contractors, agents, employees, licensees or invitees) concerning each license except otherwise caused by the gross negligence or willful act of CapMetro. PEC's contractor(s) must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel reasonably satisfactory to Indemnitees' Chief Counsel, and pay all reasonable attorneys' fees and all other reasonable costs and expenses of any kind arising from any aforesaid liability, damage, loss, claims, demands, or actions.

10. Agreement Term and Termination.

- (a) *Agreement Term.* This Agreement shall remain in full force and effect unless otherwise terminated in accordance with this Agreement.
- (b) Termination. The Parties may terminate this Agreement upon one (1) year notice. A notice to terminate under this paragraph does not affect the validity of nor serve to terminate any license agreement entered into prior to the effective date of termination.

11. Default and Remedies.

(a) Default

PEC will be in default under this Agreement if:

- (i) PEC fails to pay within thirty (30) days from the receipt of written demand any monetary payment then due under this Agreement; or
- (ii) PEC fails to comply with the terms or conditions of this Agreement, or with the terms or conditions of any license agreement entered into pursuant to this Agreement, after the expiration of thirty (30) days from the receipt of written notice to PEC specifying in reasonable detail the terms or conditions not complied with.

CapMetro will be in default under this Agreement if:

- (i) CapMetro fails to grant PEC a permit or license in accordance with the terms and conditions set out in Sections 3 and 4 of this Agreement.
- (b) Remedies. Upon an uncured default by a Party, the non-defaulting Party will have, in addition to any and all other rights, remedies, and recourses available at law or in equity excluding indirect or consequential damages, including the right to terminate this Agreement in whole or in part, subject to Sections 10 and 25 of this Agreement.

12. Eminent Domain. If eminent domain is asserted on any portion of property licensed to PEC under this Agreement by a paramount authority, then CapMetro will, to the extent permitted by law, cooperate with PEC to remove PEC's affected facilities or improvements thereon. The proceeds of such condemnation as to real property interests shall be the property of CapMetro notwithstanding such proceeds, if any, that PEC may obtain directly from such condemning authority as may be allocated for PEC's facilities as a license holder under any license agreement.

13. Venue. Venue for all lawsuits concerning this Agreement must be in a court of competent jurisdiction in Travis County, Texas.
14. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
15. Assignment. Notwithstanding anything to the contrary contained herein, PEC may not assign or transfer its rights herein without CapMetro's prior written consent, which may be withheld in CapMetro's sole discretion.
16. Successors and Assigns. This Agreement, until its termination or expiration, will automatically:
 - (a) inure to the benefit of CapMetro, its successors or assigns, and inure to the benefit of PEC and its successors.
17. Notice. Formal notices, demands and communications will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

If to CapMetro:

Capital Metropolitan Transportation Authority
Attn: Ken Cartwright, Vice President,
Facility Management & Capital Construction
2910 E. 5th Street
Austin, TX 78702

With a copy to:

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

If to PEC:

Pedernales Electric Cooperative, Inc.
Attn: Commercial, Industrial, Municipal Relations Manager
201 S. Avenue F
Johnson City, Texas 78636

With a copy to:

Pedernales Electric Cooperative, Inc
Attn: Legal Services Department
201 S. Avenue F
Johnson City, Texas 78636

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

18. Compliance with Laws. PEC covenants that all construction, installation, repair, maintenance, and removal of facilities or improvements permitted by this Agreement must be done in compliance with applicable laws, including the regulations and directives of the Federal Railroad Administration, ordinances, regulations, and its standards now existing or later adopted.
19. Amendments. The Parties will have the authority to negotiate and execute amendments to this Agreement without further action by either Party's governing body to the extent necessary to further clarify the intent of the respective governing bodies, but not in such a way as would constitute a substantive modification of the Agreement's terms and conditions. Any amendments that would constitute a substantive modification to the Agreement must be approved by each Party's governing body, as appropriate. Whether substantive or typographical in nature, any modification, amendment, or supplement to this Agreement must be agreed upon in a writing signed by both Parties.
20. Interpretation. Although drafted by CapMetro, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
21. Governing Law. This Agreement will be construed, interpreted, and enforced in

accordance with the laws of the State of Texas.

22. No Fee Conveyance. This Agreement will not be deemed to convey any fee title in or to any property or tracts of land, but merely to grant the licenses, rights and privileges set forth herein.
23. Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
24. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof will constitute a waiver of either party's right to demand exact compliance with the terms hereof.
25. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and for all purposes will be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties with respect to the subject matter hereof. If any term or provision of this Agreement or the application thereof to any person or circumstance for any reason and to any extent is held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.
26. Limitation on Liability. No officer, director, partner, member, official or employee of PEC shall be personally liable to CapMetro in the event of any default or breach by PEC, or for any amount which may become due to CapMetro, or on any obligations under the terms of this Agreement. No officer, director, partner, member, official or employee of CapMetro shall be personally liable to PEC in the event of any default or breach by CapMetro, or for any amount which may become due to PEC, or on any obligations under the terms of this Agreement.
27. Liability and Indemnity.

(a) TO THE EXTENT PERMITTED BY LAW, PEC WAIVES ALL RIGHTS OF RECOVERY AGAINST CAPMETRO (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF CAPMETRO), AND AGREES TO RELEASE CAPMETRO FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING PEC AT THE TIME OF SUCH LOSS OR DAMAGE AS LONG AS SUCH DAMAGE OR LOSS IS NOT ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF

CAPMETRO OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF CAPMETRO AND PEC THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CAPMETRO OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

(b) UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACT OF CAPMETRO, PEC SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CAPMETRO AND ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "CAPMETRO INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION WHATSOEVER BY A THIRD PARTY ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY OUT OF (A) ANY ACT OR OMISSION OCCURRING WITHIN THE LICENSED PREMISES COMMITTED BY PEC, ITS AGENTS, EMPLOYEES OR CONTRACTORS, (B) ANY BREACH OF THIS AGREEMENT BY PEC, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, (C) ANY FALSE REPRESENTATION OR WARRANTY MADE BY PEC HEREUNDER, AND (D) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PEC, OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT. PEC WILL ACT WITH DUE DILIGENCE AND IN GOOD FAITH IN THE DEFENSE OF ALL CLAIMS AGAINST THE CAPMETRO INDEMNIFIED PARTIES. MAINTENANCE OF THE INSURANCE REQUIRED UNDER THIS AGREEMENT SHALL NOT AFFECT PEC'S INDEMNITY OBLIGATIONS. PEC MAY IN GOOD FAITH CONTEST THE VALIDITY OF ANY CLAIMS MADE AGAINST CAPMETRO OR PEC, PROVIDED THAT THE EXPENSES THEREOF SHALL BE PAID BY PEC AND PEC SHALL MAINTAIN ADEQUATE INSURANCE TO COVER ANY LOSS(ES) WHICH MIGHT BE INCURRED.

(c) UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL ACT OF PEC, TO THE EXTENT PERMITTED BY STATE LAW, CAPMETRO SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PEC AND ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "PEC INDEMNIFIED PARTIES"), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION WHATSOEVER BY A THIRD PARTY ("CLAIMS"), TO THE EXTENT ARISING DIRECTLY OR INDIRECTLY OUT OF (A) ANY ACT OR OMISSION OCCURRING WITHIN THE LICENSED PREMISES COMMITTED BY CAPMETRO, ITS AGENTS, EMPLOYEES OR CONTRACTORS, (B) ANY BREACH OF THIS AGREEMENT BY CAPMETRO, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, AND (C) ANY FALSE REPRESENTATION OR WARRANTY

MADE BY CAPMETRO HEREUNDER, (D) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CAPMETRO, OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS IN CONNECTION WITH THIS AGREEMENT. CAPMETRO WILL ACT WITH DUE DILIGENCE AND IN GOOD FAITH IN THE DEFENSE OF ALL CLAIMS AGAINST ANY OF THE PEC INDEMNIFIED PARTIES. CAPMETRO MAY IN GOOD FAITH CONTEST THE VALIDITY OF ANY CLAIMS MADE AGAINST PEC OR CAPMETRO, PROVIDED THAT THE EXPENSES THEREOF SHALL BE PAID BY CAPMETRO AND CAPMETRO SHALL MAINTAIN ADEQUATE INSURANCE TO COVER ANY LOSS(ES) WHICH MIGHT BE INCURRED.

28. Consents and Approvals by CapMetro. Unless expressly stated otherwise herein to the contrary, any approval, determination, consent, waiver or joinder by CapMetro required hereunder may be given by the President and CEO of CapMetro or a designee; provided, however, except for minor amendments or modifications, the President and CEO does not have the authority to execute any substantial modification or amendment of this Agreement without approval of the CapMetro Board of Directors.
29. Confidentiality. CapMetro recognizes PEC's proprietary interest in and title to all its information, including, without limitation, technical, financial, staffing and business plans and information, strategic information, marketing, power supply information, electric transmission/distribution system information, and such other information that may be designated as "Protected Information" within the Electric Reliability Council of Texas (ERCOT) Protocols or designated as "ERCOT Critical Energy Infrastructure Information" within the ERCOT Protocols, customer/member information, employee information, requests for proposals, responses to requests for proposals, specifications, drawings, prices, costs, procedures, proposed services or products, processes, business systems, software programs, techniques, services, or like information of PEC, disclosed or otherwise supplied by PEC to CapMetro whether marked as CONFIDENTIAL or to which CapMetro becomes exposed during and through the this Agreement, or materials prepared by CapMetro based on such items and includes any personal identifying information or sensitive personal information including information on customers of PEC or otherwise contains materials that, in either party's reasonable determination, are the subject of relevant privacy law, rule or regulation ("Confidential Information").

To the extent permitted by the Texas Open Meetings Act and other pertinent law, during the term of this Agreement and thereafter, CapMetro shall keep such Confidential Information strictly confidential and shall use Confidential Information solely for the purposes of this Agreement. CapMetro and its employees shall not disclose to anyone or use for the benefit of CapMetro or for any entity other than PEC any Confidential Information. CapMetro shall disclose, transfer or otherwise make available the Confidential Information to only those CapMetro employees and such consultants or subcontractors employed or retained by CapMetro who have a need to know and who agree to be bound by the obligations set forth herein.

Upon termination of this Agreement, whichever is earlier, all Confidential Information (including written materials) furnished by PEC, shall be destroyed or returned to PEC as directed by PEC except for computer-generated archival or back-up copies automatically generated during the course of CapMetro's operations.

[END OF TEXT - SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement to be effective as of the date first written above.

Pedernales Electric Cooperative, Inc.:

By: _____

Date: _____

Name: Julie C. Parsley

Title: Chief Executive Officer

Capital Metropolitan Transportation Authority:

By: _____

Date: _____

Name: Dottie Watkins

Title: President & CEO

Approved to form:

By: _____

Name: Brad Bowman

Title: Chief Counsel

EXHIBIT A
PERMIT FORM AGREED TO BY PARTIES

EXHIBIT B
FORM OF LICENSE AGREEMENT AGREED TO BY PARTIES

Board of Directors

Item #: AI-2024-1323

Agenda Date: 12/16/2024

SUBJECT:

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

FISCAL IMPACT:

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

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The purchase of a used fleet aligns with being fiscally responsible by reducing capital outlay as compared to purchasing all new vehicles and reduces the cost to upfit the vehicles, as these vehicles are already properly equipped. Purchasing a used fleet allows vehicles to be replaced over several years in alignment with the fleet plan which aids in maintaining a state of good repair

BUSINESS CASE: CapMetro is switching away from a contracted services model for Demand Response & Innovative Mobility in which the provision of fleet vehicles is included in the responsibilities of the service provider (Contractor) to a new model where CapMetro owns and provides the vehicles. To support this new business model, CapMetro must purchase 102 vehicles.

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

Planning and Safety Committee meeting on December 9, 2024.

EXECUTIVE SUMMARY:

CapMetro recently awarded a contract for Demand Response Pickup & MetroAccess Services which has a start date of January 1, 2025. Under this new contract, CapMetro is obligated to provide all fleet vehicles, which includes replacing 102 vehicles currently being provided by the current contractor.

To satisfy this 102-fleet vehicle need, CapMetro has negotiated to purchase a portion of the existing fleet currently being provided by MTM Transit. This solicitation was issued as a sole source in order to satisfy challenging fiscal and logistical needs. Purchasing a used fleet is fiscally beneficial due to a considerably lower capital outlay compared to purchasing a large new fleet. Also, a used fleet may be retired a portion at a time over the next several years, which allows their replacements costs to align with CapMetro's long range financial plan. Logistically, purchasing the used fleet from MTM is beneficial, because the 102 vehicles being purchased are already branded and equipped with radios, lights, cameras, and fareboxes as needed.

This is a growth of the CapMetro revenue vehicle fleet, having previously been supplied by contractors, but which will now be owned and maintained by CapMetro under the State of Good Repair plan.

DBE/SBE PARTICIPATION: A 0% SBE goal was placed on this sole source procurement and did not include opportunities for subcontracting.

PROCUREMENT: A Sole-Source procurement was conducted for the purchase of one hundred and two (102) revenue vehicles from MTM Transit, LLC, which followed all Federal Acquisition Regulation (FAR) guidelines and CapMetro policies and procedures for Sole-Source purchases. The price proposal received from MTM Transit, LLC on December 3, 2024, was determined to be fair and reasonable by the Authority based on a market analysis of similar products. The contract is a fixed price contract. The term of the Contract is from issuance of the Notice to Proceed through February 1, 2025, in an amount not to exceed \$1,784,685.

RESPONSIBLE DEPARTMENT: Bus Operations and Maintenance

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1323

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and CapMetro Management endeavor to maintain the fleet of vehicles in a state of good repair, and in fiscally responsible way.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, of her designee, is authorized to finalize and execute a contract with MTM Inc. for the purchase of one-hundred and two (102) used fleet vehicles, in an amount not to exceed \$1,784,685.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1319

Agenda Date: 12/16/2024

SUBJECT:

Approval of a resolution appointing CapMetro Board Member _____ to serve as the CapMetro Board’s representative on the Austin Transit Partnership Board of Directors, and waiving the residency requirement for their appointment, if applicable.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: According to the Austin Transit Partnership Articles of Incorporation, the ATP Board includes a member who is appointed by the CapMetro Board of Directors, to represent the CapMetro Board. CapMetro representation on the ATP Board ensures ATP and CapMetro alignment on key decisions related to the Project Connect transit expansion program.

BUSINESS CASE: The current CapMetro appointee is Chair Jeff Travillion, who was reappointed by the CapMetro Board to the ATP Board in November 2022 for a two-year term ending in December 2024. The CapMetro Board must appoint a person to serve a two-year term beginning in January 2025.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on December 16, 2024.

EXECUTIVE SUMMARY: The Austin Transit Partnership (ATP) is a local government corporation jointly created by the CapMetro Board of Directors (Board Resolution AI-2020-1399) and Austin City Council (Resolution No. 20201218-002), as the principal entity responsible for financing, designing, building, implementing and contracting with CapMetro to operate and maintain assets programmed as part of the Project Connect transit expansion program. As part of the ATP Articles of Incorporation related to ATP Board composition, the CapMetro Board appoints one member of the ATP Board to represent CapMetro on the transit expansion program board.

The CapMetro Board reappointed Jeff Travillion as their representative on the ATP Board for a term from January 2023 through December 2024. This action on behalf of the Board will appoint a CapMetro Board Member to the ATP Board for the next two year term, beginning January 2025 and ending in December 2026.

If the CapMetro Board elects to appoint a CapMetro Board Member who resides outside the CapMetro service area or is not an Austin resident, the CapMetro Board must also waive the residency requirement for their appointee. If applicable, the waiver is valid only to this action item and this specific term and does not assume or consider future waivers for any future appointments.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1319

WHEREAS, upon passage of a successful referendum to provide funding for the Project Connect program of projects, the Capital Metropolitan Transportation Authority (CapMetro) Board of Directors (Board) and Austin City Council approved the creation of the Austin Transit Partnership Local Government Corporation (“ATP”) by resolutions adopted on December 18, 2020 (City Council Resolution No. 20201218-002 and CapMetro Board Resolution AI-2020-1399) as the principal entity responsible for financing, designing, building, implementing and contracting with Capital Metro to operate and maintain assets funded by the Joint LGC;

WHEREAS, according to the ATP Articles of Incorporation, the ATP Board includes a member who is appointed by the CapMetro Board of Directors to represent the CapMetro Board;

WHEREAS, on November 21, 2022, the CapMetro Board, via Resolution No. AI-2022-641, approved the appointment of CapMetro Board Chair Jeff Travillion to serve as their appointee to the ATP Board for a term beginning January 2023 and concluding in December 2024; and

WHEREAS, the CapMetro Board must appoint a representative for the next two-year term beginning in January 2024 and ending in December 2026.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metro Transportation Authority Board of Directors hereby appoints CapMetro Board Member _____ to serve as CapMetro’s representative on the Austin Transit Partnership Board of Directors, for a two-year term beginning in January 2024.

BE IT FURTHER RESOLVED, that, if the appointee above lives outside of the Austin city limits and the CapMetro Service Area, the Capital Metro Board hereby waives the residency requirement of the ATP Articles of Incorporation so that the appointee can serve as CapMetro’s representative on the ATP Board. This waiver is only applicable to this specific appointment and term of CapMetro’s representative on the ATP Board.

Date: _____

**Secretary of the Board
Becki Ross**

Board of Directors

Item #: AI-2024-1320

Agenda Date: 12/16/2024

SUBJECT:

Approve a resolution appointing Juan Garza, Veronica Castro de Barrera, and Kammy Horne as the nominees recommended by the Nominating Committee for the positions of Community Expert Director representing Finance, Engineering & Construction, and Community Planning or Sustainability, respectively, to the Austin Transit Partnership Board of Directors to terms beginning in January 2025.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: CapMetro has partnered with the Austin Transit Partnership and City of Austin to ensure the successful implementation of Project Connect.

BUSINESS CASE: The current ATP Board of Directors' terms will end December 31, 2024. The five-member Board of Directors is comprised of three Community Expert Director positions, a representative appointed by the City Council, and a representative appointed by the CapMetro Board. The three Community Expert Director positions are jointly appointed by the Austin City Council and CapMetro Board of Directors with a term to begin January 2025.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on December 16, 2024.

EXECUTIVE SUMMARY: This item appoints the Nominating Committee’s recommended nominees, Veronica Castro de Barrera, Juan Garza and Kammy Horne, to serve on the Austin Transit Partnership (ATP) Board of Directors as the three Community Expert Directors jointly appointed by the CapMetro Board and Austin City Council. Juan Garza will serve as the Community Expert Director representing Finance. Veronica Castro de Barrera will serve as the Community Expert Director representing Engineering & Construction. And Kammy Horne will serve as the Community Expert Director representing Community Planning or Sustainability.

The current ATP Board of Directors’ terms will end December 31, 2024. The five-member Board of Directors is comprised of three Community Expert Director positions, a representative appointed by the City Council, and a representative appointed by the CapMetro Board. The three Community Expert Director positions are jointly appointed by the Austin City Council and CapMetro Board of Directors with a term to begin January 2025.

As prescribed in the ATP Articles of Incorporation, a Nominating Committee consisting of the Chairs of the two CapMetro Board Committees, and the Chairs of the Austin City Council Audit & Finance and Mobility Committees, met to review applicants to fill the vacancies. A letter from the Nominating Committee to the Austin City Council and CapMetro Board names their recommended candidates.

The Austin City Council will consider these appointments on December 12 during their regular Council meeting. If confirmed by both the Austin City Council and the CapMetro Board, the Community Expert Director vacancies will be filled and the successful applicants will be sworn in during the January 2025 meeting of the ATP Board. At the meeting, the candidates will draw straws to determine the length of their initial term (two, three, or four years). Subsequent terms will be four years. More information about the application and Nominating Committee process can be found at atptx.org/leadership/board-vacancy.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Board of Directors

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1320

WHEREAS, the City of Austin and CapMetro jointly created the Austin Transit Partnership (ATP) to implement the Project Connect transit expansion program; and

WHEREAS, the ATP Articles of Incorporation (the Articles) require the CapMetro Board and Austin City Council to approve candidates to serve as Community Expert Directors on the ATP Board of Directors, following a process outlined in the Articles; and

WHEREAS, a Nominating Committee of the CapMetro Board and Austin City Council was formed in accordance with the Articles, and the Nominating Committee has identified Veronica Castro de Barrera as the recommended candidate to fill the Community Expert Director - Architecture and Engineering seat on the ATP Board of Directors, Juan Garza as the recommended candidate to fill the Community Expert Director - Finance seat on the ATP Board of Directors, and Kammy Horne as the recommended candidate to fill the Community Expert Director - Planning and Sustainability seat on the ATP Board of Directors.

NOW, THEREFORE, BE IT RESOLVED the CapMetro Board of Directors appoints the following individuals as Community Expert Directors on the Austin Transit Partnership Board for terms beginning in January 2024:

- Veronica Castro de Barrera: Community Expert Director - Engineering & Construction
- Juan Garza: Community Expert Director - Finance
- Kammy Horne: Community Expert Director - Planning & Sustainability

BE IT FURTHER RESOLVED, this appointment is contingent on approval by both the CapMetro Board of Directors and Austin City Council.

**Secretary of the Board
Becki Ross**

Date: _____



TO: CapMetro Board of Directors
Austin City Council

FROM: ATP Board Vacancy Nominating Committee

DATE: November 25, 2024

RE: Recommendations to fill the Community Expert Director Positions on the ATP Board

Dear City Council and CapMetro Board Colleagues,

We are pleased to inform you of our recommended candidates to serve on the Austin Transit Partnership (ATP) Board of Directors. As you know, the terms of all three Community Expert Directors expire at the end of this year. A nominating committee was formed, as described in ATP’s governing documents, to recommend candidates to fill the current vacancies on the ATP Board. ATP is responsible for implementing Project Connect, in partnership and collaboration with the City of Austin and CapMetro.

We are pleased today to make the following recommendations for the indicated Community Expert Director positions:

Community Expert in Architecture and Engineering	Veronica Castro de Barrera
Community Expert in Finance	Juan Garza
Community Expert in Planning or Sustainability	Kammy Horne

Ms. Castro de Barrera currently serves as the Chair of the Austin Transit Partnership Board of Directors, a position that she has held for the last four years. During that time, she has led the Board and the organization through its initial growth phases, helping to implement the policies and procedures that will allow ATP to implement Project Connect. In addition, she currently serves as the Lead Campus and Mobility Planner for the Office of Planning, Design and Construction at the University of Texas Austin. In that position, she can assist in implementing Project Connect in areas around the UT campus to successfully serve its employee and student population. Ms. Castro de Barrera has a Bachelor of Science in Architecture from the University of Texas at San Antonio. She is a registered architect in the State of Texas, a LEED Accredited Professional with more than 25 years of experience working on public transportation and multi-modal projects in five cities.

Mr. Garza currently serves on the ATP Board in the Community Expert in Planning or Sustainability position. In addition, he formerly owned a consulting firm, providing financial and management advice to companies and their senior executives for the last twelve years. He continues to provide advice to Central Health on an as-needed basis. In addition, he has held senior financial and executive positions at Central Health, NRG Energy Inc., Pedernales Electric Coop. He has also served as the General Manager of Austin Energy from 2000-2008, the Chief Financial Officer and then City Manager for the City of Corpus Christi, and as Interim Chief Executive Officer at Driscoll Children’s Hospital. It is this collective experience that led the Nominating Committee to move Mr. Garza into the Community Expert in Finance position. Mr. Garza has a Bachelor of Science in Mathematics and an MBA in Financial Administration from Loyola University of Chicago.

Ms. Horne founded and currently serves as the Chief Executive Officer of MPact, a national organization that connects and supports a network of leaders, practitioners and advocates of transit-oriented development and communities. Prior to MPact, Ms. Horne served as Senior Vice President of Development and Planning for Via Metropolitan Transit in San Antonio. In addition, she has served in various senior engineering capacities for two international engineering firms that have performed work for Project Connect, CapMetro, TxDOT, the Utah Transit Authority, and DART. Ms. Horne has a Bachelor in Science in Environmental Science and Biology from Long Island University and a Master in Science in Community and Regional Planning from the University of Texas at Austin.

The vacancy application opened in October and remained open for several weeks. Staff from the City, CapMetro and ATP worked to share the application broadly via a variety of communications methods and community engagement networks. The nominating committee received numerous applications for all three positions from passionate and qualified members of this community who are eager to serve in the implementation of Project Connect. More about the process and requirements is available online here: <https://atptx.org/atp-leadership/atp-board/board-vacancy>.

The candidates to fill the vacancies must be approved by the Austin City Council and CapMetro Board. The Austin City Council will consider this appointment during their regular meeting on December 12, 2024 and the CapMetro Board will consider this during their meeting on December 16, 2024. The appointee will be sworn in during the ATP Board meeting in January 2025.

The Nominating Committee wants to thank the community for supporting this process and helping to share this valuable opportunity with their networks, as well as the staff from each of the Project Connect partners who provided administrative support. Additionally, we want to thank our colleagues for their trust in our work on the nominating committee.

Finally, we want to thank the individuals who applied for this opportunity, and we want to encourage them to stay invested and engaged in the Project Connect transit expansion program.

Regards,



Alison Alter, Council Member and Chair, Audit & Finance Committee, Austin City Council



Paige Ellis, Council Member and Chair, Mobility Committee, Austin City Council



William M. Harriss, Board Member and Chair, Finance, Audit & Administration Committee, CapMetro Board of Directors



Eric Stratton, Board Member and Chair, Operations, Planning & Safety Committee, CapMetro Board of Directors

Board of Directors

Item #: AI-2024-1339

Agenda Date: 12/16/2024

SUBJECT:

Approval of a resolution approving the CapMetro Public Transportation Agency Safety Plan (“the Plan”), authorizing the President & CEO, or her designee, to finalize and execute the Plan, and setting a program to provide relevant and useful information to the Board of Directors.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The Public Transportation Agency Safety Plan provides strategic direction to the President & CEO and CapMetro as whole with regard to safety and security priorities of the CapMetro Board and the Federal Transit Administration (FTA).

BUSINESS CASE: Federal regulation requires operators of public transportation systems that receive FTA funds to develop and implement a Public Transportation Agency Safety Plan (PTASP) and review, update and approve the PTASP annually.

COMMITTEE RECOMMENDATION: This item will be presented to the full board on December 16, 2024.

EXECUTIVE SUMMARY: The Public Transportation Agency Safety Plan (PTASP) regulation (49 CFR Part 673)

requires certain operators of public transportation systems that receive federal funds under the FTA Urbanized Area Formula Grants to develop an Agency Safety Plan (ASP) that includes the processes and procedures to implement a Safety Management Systems (SMS), a comprehensive, collaborative, and systematic approach to managing safety. CapMetro's ASP was approved by the CapMetro Board in May 2020, and Revision #1 and #2 were approved the subsequent years.

CapMetro's Agency Safety Plan addresses all general requirements for Agency Safety Plan and did warrant significant changes in the 2024 review period. Revision #3 for CapMetro's ASP includes the following:

Updated requirements and language per the FTA's National Public Transportation Agency Safety Plan (Version 2; April 2024):

- **Safety Performance Targets:** Seven new targets, including collision rates, pedestrian incidents, transit worker fatalities, and assault rates, based on a three-year data average.
- **Safety Risk Reduction Program:** Focused on reducing vehicle, pedestrian, and transit worker incidents with specific mitigations, such as improved visibility and assault prevention technologies. Refinements to processes and procedures to support CapMetro's proactive safety management. Annual tweaks and updates to processes is in alignment with industry best practices.

The joint labor-management safety committee will review and consider approval of Agency Safety Plan on **TBD**, after which, it will be presented to CapMetro Board for review and approval.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Safety

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

#AI-2024-1339

WHEREAS, the Federal Transit Administration requires the Capital Metropolitan Transportation Authority (CapMetro) to establish a Safety Management Policy; and for its President & CEO and Board of Directors to approve its Public Transportation Agency Safety Plan (PTASP);

WHEREAS, the purpose of this policy is to establish CapMetro’s commitment to implementing, developing and improving strategies, management systems and processes to ensure that CapMetro systems uphold the highest level of safety performance and meet regulatory standards;

WHEREAS, the PTASP is required to be reviewed annually and the annual review identified revisions described within the plan collectively as Revision No. 3, and the revisions are necessary to ensure an industry leading PTASP and full compliance with Federal Transit Administration National Public Transportation Safety Plan (Version 2; April 2024).

NOW, THEREFORE, BE IT RESOLVED by the CapMetro Board of Directors approves the CapMetro Public Transportation Agency Safety Plan (“the Plan”) and authorizes the President & CEO, or her designee, to finalize and execute the Plan and set a program to provide relevant and useful information to the Board of Directors.

**Secretary of the Board
Becki Ross**

Date: _____

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Capital
Metropolitan
Transportation
Authority

Revision: 02

Effective: January 1, 2024

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DOCUMENT REVISION RECORD				
Changes				Effective Date
Original Issue				May 22, 2020
Revision Number	Summary of Changes	Affected Pages	Safety Committee Approval	Effective Date
01	Updates include: <ul style="list-style-type: none"> • Bipartisan Infrastructure Law language • Administrative changes • Performance targets to include total numbers • Appendices A-C 	Pg. 3-5, 22-27	November 9, 2022	November 21, 2022
02	<ul style="list-style-type: none"> • Amendments to clarify that Dottie Watkins is the President & CEO (removing “Interim”); • Alignment of reporting and performance targets to industry standards; • Table 4: CapMetro Monthly Reporting Responsibilities • Minor clarifications, such as clarifying between fiscal and calendar years, and correction of errata. 	Pg. 3-5, 17-18	December 14, 2023	January 1, 2024

Introduction

Through the Moving Ahead for Progress in the 21 Century Act (MAP-21) and the Fixing America’s Surface Transportation Act (FAST Act), Congress requires operators of public transportation systems that receive Federal Transit Administration (FTA) funds to develop and implement a Public Transportation Agency Safety Plan (PTASP). The rule takes effect on July 19, 2019 after which affected public transportation agencies will have one year to certify the initial establishment of their safety plans. The plan then must be reviewed, updated, approved, and certified by the transit agency annually.

As the transit agency that serves the Central Texas Region; Capital Metropolitan Transportation Authority (CapMetro) is pleased to establish this PTASP in accordance with 49 C.F.R. Part 673 (“Part 673”).

I. Transit Agency Information

Transit Agency Name	Capital Metropolitan Transportation Authority (CapMetro)		
Transit Agency Address	2910 East 5 th Street Austin, Texas 78702		
Name and Title of Accountable Executive	Dottie Watkins, President and Chief Executive Officer CapMetro		
Name of Chief Safety Officer or SMS Executive	Gardner Tabon, Executive Vice President Office of Safety, Occupational Health & Accessible Services		
Modes of Service Covered by this Plan	Fixed Route Bus, Demand Response, Vanpool		
List all FTA Funding Types	Fixed Route Bus: 5307, 5309, 5310, 5339(a), 5339(b), 5339(c) Demand Response: 5307		
Modes of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus, Demand Response, Vanpool, Commuter Rail		
Does the agency provide transit services on behalf of another transit agency or entity?	Yes	Description of Arrangement(s)	Negotiated contracts. The Buyer (city of Round Rock, Texas) pays the Seller (CapMetro) a negotiated fixed rate per unit of service. The Buyer (city of Georgetown, TX) pays the Seller (CapMetro) a negotiated fixed rate per unit of service.
Name and Address of Transit Agencies or Entities for which service is provided	City of Round Rock Administration Department 221 East Main Street Round Rock, TX 78664 City of Georgetown 808 Martin Luther King Jr. St. Georgetown, Texas 78626		

II. Plan Development, Approval, and Updates

Name of Entity that Drafted this Plan	Capital Metropolitan Transportation Authority (CapMetro)	
Approval by the Joint Labor/Management Safety Committee (Co-Chairs)	Signatures of Joint Labor/Management Safety Committee Co-Chairs	Date of Signature(s)
	Brent Payne	
	Gardner Tabon	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	Dottie Watkins	
Approval by the Board of Directors (Board Chairman)	Name of Individual/Entity That Approved This Plan	Date of Signature
	Jeffery Travillion	
	Relevant Documentation (title and location)	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
	Gardner Tabon	
	Relevant Documentation (title and location)	

<p>Annual Review and Update of the Public Transportation Agency Safety Plan <i>Describe the process and timeline for conducting an annual review and update of the PTASP.</i></p> <p>CapMetro will conduct continuous and ongoing review of the PTASP components prior to the recertification due date. The following activities will take place during each annual PTASP review:</p> <ul style="list-style-type: none"> • Performance Targets: CapMetro’s Joint Health and Safety Committee (JHSC) Bus-Demand Response will review performance targets and goals monthly; including but not limited to leading and lagging indicators. The Safety Management Systems Committee (SMSC), which will meet to review agency progress toward meeting safety performance targets and review JHSC recommendations, will work with the JHSC if necessary, to adjust or revise recommendations before presenting them to the Joint Labor and Management Safety Committee (JLMSC) for review and approval. • Hazard Assessment, Risk, and Mitigation: CapMetro will review its identified safety hazards, risks, and mitigations to ensure they reflect the current safety concerns faced by the agency on a recurring basis. • Trainings: CapMetro will periodically update required trainings for agency staff and personnel. These trainings will reflect relevant safety concerns identified through evaluation of agency performance targets by the JHSC, the SMSC, and the JLMSC. • Executives, Management, and Staff: CapMetro will provide a list of executives, management, and staff that comprise the JHSC, SMSC, and the JLMSC, as these committees are responsible for overseeing the safety plan’s development and implementation. Any changes to staff, management, and executives who sit on the JHSC, the SMSC, or the JLMSC will also be annually updated.

Finally, CapMetro will review the PTASP annually in conjunction with the JLMSC, and update the PTASP as necessary to incorporate any significant changes that are made to the activities, information, or processes required by Part 673. All updates to the PTASP will be first reviewed and approved by the JLMSC, signed by the Accountable Executive, and then approved by the CapMetro Board of Directors. The Chief Safety Officer will sign certifying compliance with 49 CFR 673. CapMetro will certify that the updates to the PTASP comply with Part 673 on an annual basis.

III. Safety Performance Targets

Safety Performance Targets
Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan. (Based on last 3 fiscal years average.)

To capture the broad and varied nature of public transportation, the FTA relies on measures that can be applied to all modes of public transportation and are based on data that is now generally collected in the National Transit Database (NTD). The FTA’s safety performance measures improve transit safety performance by reducing safety events, fatalities, and injuries. The safety performance measures selected by the FTA are intended to provide “state of the industry” high-level measures and help focus individual agencies on developing specific performance indicators and measurable targets relevant to their operations.

CapMetro’s PTASP must establish seven mode-specific safety performance targets based on the S&S-40 (Major) form excluding security events:

1. **Fatalities:** Total number of reportable fatalities and rate per total Vehicle Revenue Miles (VRM).
2. **Injuries:** Total number of reportable injuries to NTD and rate per total VRM.
3. **Safety Events:** Total number of reportable events and rate per total VRM, and
4. **System Reliability:** Mean distance between mechanical failures by mode.

Mode of Transit Service	Fatalities (per 100k VRM)	Fatalities (Total)	Injuries (per 100k VRM)	Injuries (Total)	Safety Events (per 100k VRM)	Safety Events (Total)	System Reliability (miles between major failures)
Fixed Route Bus	0.00	1	0.36	53	0.54	79	5,500 miles between road calls
Demand Response	0.00	0	0.20	10	0.32	16	20,000 miles between road calls
Vanpool	0.00	0	0.03	1	0.11	3	233,000

IV. Safety Management Policy

<p>Safety Management Policy</p> <p><i>Include the written statement of safety management policy, incorporating safety objectives.</i></p>
<p>Safety is a core value at CapMetro. CapMetro is committed to developing, implementing, and improving strategies, management systems and processes to ensure that all CapMetro systems uphold the highest level of safety performance and meet regulatory standards. <i>CapMetro dedicates resources such as people and funding to support the commitment to safety. All levels of management, employees and service providers are accountable for meeting this commitment.</i> CapMetro’s commitment is to:</p> <ul style="list-style-type: none"> • Develop and create a safety culture in all CapMetro transportation systems that recognizes the importance and value of effective safety management and acknowledges at all times that safety is important; • Clearly define for all staff their accountabilities and responsibilities for the development and delivery of safety strategy and performance; • Minimize the risks associated with all modes of transportation to a point that is as low as reasonably practicable/achievable; • Actively develop and improve CapMetro safety processes to conform to or above regulatory standards; • Ensure that all staff are provided with adequate and appropriate safety information and training; • Establish and measure CapMetro safety performance against realistic goals and objectives; • Continually improve safety performance; • Conduct safety audits to ensure relevant action is taken to minimize risks and hazards; and • Ensure that the application of effective safety management systems is integral to all applicable modes of transportation, with the objective of achieving the highest levels of safety standards and performance.
<p>Safety Management Policy Communication</p> <p><i>Describe how the safety management policy is communicated throughout the agency’s organization. Include dates where applicable.</i></p>
<p>Safety Management Policy is the foundation of CapMetro’s Safety Management Systems (SMS). When the policy has been approved and promulgated at CapMetro, the legal team will distribute it via e-mail to ensure all are aware of CapMetro’s commitment to SMS. The CapMetro Safety Management Policy Statement will then be added to the policy matrix on SharePoint where it can be viewed by all CapMetro employees.</p> <p>CapMetro has developed a Safety Management Policy that complies with SMS requirements. The Safety Management Policy Statement is communicated throughout the organization with visible endorsement by CapMetro’s President & CEO. The SMS communication channels have been established through the various safety committees: JLMSC, SMSC, and JHSC. These safety committees work collaboratively with management to establish a risk aware culture throughout the agency. CapMetro will also include managers and leaders in efforts to communicate the policy to avoid mixed messages or misunderstanding.</p> <p>CapMetro will adopt a combination of the following methods among others to communicate the Safety Management Policy across the agency:</p>

- *Posters*: design posters for the Safety Management Policy in a readable and easy to understand format. They will be placed at employee work areas and shared with CapMetro service providers.
- *Videos*: develop videos to introduce and explain the Safety Management Policy. The videos can be played at safety meetings, new employee orientations, and on designated TV monitors throughout our facilities (Timepoint TV).
- *Email Messages*: distribute information about Safety Management Policy through all-staff emails and inform service providers to share the messages with their staff as well.
- *Training Materials*: create Safety Management Policy training material, to be shared at new employee orientation, distributed to existing employees via email, and reviewed with employees during employee safety meetings.
- *Job or Position Descriptions*: either add reference or tweak the existing job or position description to include Safety Management Policy to reinforce the importance of compliance.
- *Special Sessions*: conduct special sessions with Board of Directors to review the Safety Management Policy and discuss SMS implementation.

Safety Meetings: Fixed Route and Demand Response transportation services mandate monthly safety meetings for all drivers, technicians, and supervisors. These gatherings serve as a consistent platform for communicating the importance and details of the Safety Management System (SMS), emphasizing each individual's role and responsibilities within this framework.

CapMetro will ensure that communications about Safety Management Policy includes realistic expectations. For instance, before distributing any information about the Safety Management Policy, CapMetro would consider if the language in the document portrays what the agency thinks it means to all intended audiences, as well as if the agency is able to consistently deliver the outcomes as promised. CapMetro will ensure the ability to demonstrate the communication effort through documentation and recordkeeping.

Authorities, Accountabilities, and Responsibilities

Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).

<p>Accountable Executive</p>	<p>CapMetro identified its President & CEO as the SMS Accountable Executive and the President & CEO has approved the Safety Management Policy. The President & CEO is accountable for ensuring that the agency's SMS is effectively implemented, and that action is taken, as necessary, to address substandard performance in the agency's SMS. The President & CEO's responsibilities as the Accountable Executive include but are not limited to:</p> <ul style="list-style-type: none"> • Championing safety for the agency and drive decision-making. • Authorizing policy and resource decisions and determining the organization's priorities; and • Promoting open lines of communication about risks across organizational business units. <p>The President & CEO may delegate specific responsibilities, but the ultimate accountability for CapMetro's safety performance always rests with the President & CEO.</p>
<p>Chief Safety Officer</p>	<p>The President & CEO of CapMetro (Accountable Executive) has designated the EVP, Systemwide Accessibility & Chief Safety Officer as the Chief</p>

	<p>Safety Officer (CSO) and. The CSO has the authority and responsibility for day-to-day implementation and operation of CapMetro’s SMS. The CSO will hold a direct line of reporting to the CEO and is responsible for oversight of CapMetro’s safety function and management of the SMS function during SMS implementation.</p> <p>Responsibilities of the CSO/SMS Executive will include but are not limited to:</p> <ul style="list-style-type: none"> • Collection and analysis of safety information, • Hazard identification and safety risk evaluation activities, • Monitoring safety risk mitigations, • Providing periodic reports on safety performance, • Advising senior management on safety matters, • Briefing the President & CEO and Board of Directors on SMS implementation progress, • Maintaining safety management documentation, and • Planning and organizing safety training.
<p>Agency Leadership and Executive Management</p>	<p>Other than the Accountable Executive and CSO/ SMS Executive, other executives have safety requirements in the performance management plans and responsibilities under the Strategic Plan.</p>
<p>Safety Committees</p>	<p>CapMetro designates safety committees with subject matter responsibilities for specific areas. The committees include appropriate representatives from various departments who work collaboratively on all safety-related items and system changes. They are also used to elevate issues to the executive level. See Appendix A for CapMetro Safety Committees flowchart.</p> <p>Safety committees within CapMetro consist of:</p> <ul style="list-style-type: none"> • Joint Labor-Management Safety Committee (JLMSC) • Safety Management Systems Committee (SMSC) • Joint Health and Safety Committee: Bus/Demand Response (JHSC) • Security Committee <ul style="list-style-type: none"> ○ Bus Operator Assault Working Group
<p>Employee Safety Reporting Program <i>Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).</i></p>	
<p>Employee Safety Reporting System (ESRS) CapMetro’s Employee Safety Reporting System is a confidential, non-retaliatory, and non-punitive reporting system that allows all employees and contract support to report workplace safety concerns and unsafe employee behaviors. There are multiple options available to all direct and service provider employees who seek to report safety concerns at CapMetro. Employees may call a safety reporting hotline, which provides an opportunity to leave an anonymous report. Employees can also provide a written report of the concern. Employees can provide their contact information if they wish to be kept updated on how the issue was addressed. These messages are reviewed by CapMetro Safety Department staff within 48 business hours.</p>	

The link to the ESRS is: <https://app.capmetro.org/safety>

The number for the Safety Reporting Hotline is: 512-852-SAFE (7233)

The primary gateway, however, to the ESRS is through an online web form that is available to employees and contractors through the CapMetro intranet site. This online web form is designed to be anonymous but provides employees with the opportunity to be contacted via email or phone.

WHAT TO REPORT AND WHAT NOT TO REPORT

ESRS

ESRS reports can include any safety concern that is reported by any direct or service provider employee. While it is primarily designed to capture non-close-call safety events/concerns, it can also be used for this type of reporting.

Close-Call Reporting

All employees can report “close-call events” (also called “near miss”) through the ESRS, which are defined as events that could have resulted in personal injury, property damage, or environmental damage, but did not.

Fixed Route Bus

All fixed route buses are equipped with an OrbStar mobile data terminal. This system allows for the reporting of the following five (5) pre-set categories of close call: pedestrian/bicycle, fixed object, vehicle, scooter, and other. When a close-call event occurs, the vehicle operator presses the appropriate button, and a record is created in the OrbCAD database. This record contains the type of close call, the location and time of the incident, route number and transit vehicle number. The radio controller follows up with the vehicle operator who experienced the close-call and documents the close-call event, gathering further details. This information is then added to the record.

Demand Response

No automated onboard reporting system currently exists for reporting close-call events experienced by demand response vehicle operators. Close-calls/near misses and all other safety issues are reported via radio or text transmission by demand response vehicle operators in real time. These items are communicated to operations by the Demand Response Control Center into Everbridge. From there each event is logged for further evaluation. These evaluations encompass a series of procedures like a site evaluation with photographs and site diagrams, customer re-evaluation, mobility aid assessment, etc. The outcome of the evaluation is logged into the event log, customer account, location file and Trapeze.

Front-line Feedback is to provide a resource path for operators to report service and safety concerns they see while on the road and to enable efficient and effective responses. The *Front-line Feedback* does not replace the comprehensive event processes and procedures of the Emergency Notifications and/or the Employee Safety Reporting Process. All staff should be trained and tested in these comprehensive procedures established.

PROTOCOL FOR DEALING WITH REPORTED ISSUES

ESRS

Safety issues that are submitted via the ESRS hotline are entered into the online form by CapMetro safety staff, where all issues are compiled into a web database. CapMetro safety staff reviews all safety issues, and places each into one of the following categories: Equipment Hazard, Facility Hazard, Personnel Hazard, Route Hazard, Yard Hazard, or Other.

CapMetro safety staff then assigns an individual or organization that is responsible for addressing the reported issue. This responsible party can either be a direct or service provider employee(s) or could be a partner agency like the City of Austin. Some issues may be added to CapMetro’s Risk Register and tracked until mitigations are in place.

Close-Call Reporting

Fixed Route Bus

The fixed route service provider should send all safety issues to CapMetro safety staff, who manually enter these issues into a master database containing all close-call events from OrbCAD and any other source.

Demand Response

Once demand response operators report close-call events, they are sent to CapMetro safety staff where they were combined with Fixed Route bus close-call events in the master database.

Reported safety issues are analyzed, acted upon and resolved using a multidisciplinary and/or cross functional approach.

EMPLOYEE FEEDBACK

ESRS

Individuals reporting issues through the ESRS have the option to receive updates on the status of their concerns by providing their contact information. Individuals can provide either a phone number or email address and the user will be contacted as requested or upon resolution of the report.

The goal is to have the issue resolved as soon as practicable of the initial report date. The issue remains open until it is resolved, at which time it is closed. The CapMetro safety committees also periodically review the ESRS data for trends and communicates these to all employees through various communication channels.

Close-Call Reporting

CapMetro does not have a formal process for providing employee or service providers’ feedback regarding close-call events. Close-call reports are reviewed on a case-by-case basis, to determine if follow up discussions with CapMetro or service provider representatives need to occur.

BEHAVIORS NOT EXEMPT FROM DISCIPLINARY ACTION

The ESRS (including the close-call reporting system) is designed to be non-punitive. However, there are instances where reported behaviors are not exempt from disciplinary actions. These actions are evaluated by CapMetro safety staff, who may determine that the behavior violates existing CapMetro policies or law. If this determination is made, disciplinary action may be taken against the

policy violators. To ensure compliance, the Safety Management Systems Committee will conduct safety assurance activities as it relates to adherence to the CapMetro Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion and its subcomponents.

If and when it is determined that disciplinary action is necessary, the process outlined in CapMetro Disciplinary Policy HCR-516, which defines a company-wide process for consistent actions for discipline, corrective action and development of employees, is followed. If disciplinary action is necessary for a service provider employee, the service provider's disciplinary policy applies.

COLLABORATION WITH LABOR UNIONS

Union members are invited to all CapMetro Safety Meetings in which safety concerns and/or issues are reviewed and/or discussed.

V. Safety Risk Management

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary because of safety risk assessment.*

SAFETY HAZARD IDENTIFICATION

CapMetro Safety Hazard Identification Process

CapMetro has an established program for hazard identification and analysis to identify and address hazards before they escalate into incidents or accidents. The existing hazard identification sources include:

- Employee Safety Reporting System
- Quality Assurance/Quality Control Inspections
- Internal Audits
- Accident Reporting and Review
- Safety Committee Reviews
- Safety Risk Register
- Customer and Community Feedback
- Inertia-Based Camera Systems (On-Board Monitoring System)
- National Transit Database

The reporting methods include hotlines, web-based reporting systems, form-based reporting systems, and direct reporting to management. The CapMetro ESRS is applicable to both direct and service provider employees. To increase participation from all employees and service providers, CapMetro has developed a communication plan for ESRS.

The service providers also conduct routine inspections of vehicles, facilities, and equipment to identify safety issues that can be addressed. Much of this process is outlined in the scope of services in their contracts. Additionally, service providers conduct monthly safety meetings and CapMetro may send a representative to attend.

CapMetro has implemented a Safety Risk Register that is reviewed and discussed with the safety committees to track identified hazards to resolution. The Safety Risk Register provides system safety progress visibility, and derived system safety requirement traceability for use in progress reports and system safety working group meetings. It is used to track each hazard to closure. Each Safety Risk Register contains at a minimum:

- Hazard Number
- Date Identified
- Description of Hazard (including failure effect)
- Initial Hazard Assessment (Severity + Probability = Risk)
- Recommendation(s) for Corrective Action

- Responsible Person/Department
- Proposed Closure Date
- Final Hazard Assessment (Severity + Probability = Risk)
- Status

The Safety Risk Register is first analyzed by the CapMetro safety department and then at the JHSC. Safety Risk Register items are further reviewed and discussed at the SMSC and JLMSC. This process is documented in the safety committee charters.

As appropriate, subject matter experts from relevant departments are involved in CapMetro’s hazard analysis. The SMSC includes representatives from across the organization that are involved in the hazard analysis. Subject matter experts from CapMetro and the CapMetro service providers participate and collaborate in the analysis of identified hazards.

When analyzing hazards, CapMetro considers human factors, environment, equipment, supervision, and organizational elements. All safety hazards are categorized to identify the causal factors. These factors may include route hazards, personnel hazards, and so on. CapMetro also implemented equipment/facility inspection process to track, identify and address the environmental concerns and organizational hazards that may exist.

SAFETY RISK ASSESSMENT

CapMetro Safety Risk Assessment Process

CapMetro has developed and adopted safety risk matrices for probability and severity, as well as evaluated safety risks associated with service delivery operations. Safety hazards are prioritized according to the severity categories in Table 1. CapMetro has also established criteria for the elevation of evaluated safety risks to the JLMSC. This committee routinely reviews the Safety Risk Register and other safety data reports.

To determine the appropriate severity category for a given hazard, CapMetro will identify the potential for death or injury, environmental impact, or monetary loss. A given hazard may have the potential to affect one or all areas.

Items with a risk assessment category of a low or medium can be addressed in local safety committees of each mode. Items that have been assigned a risk assessment category of serious or high must be submitted for review to the JHSC and SMSC. If an item is still determined to meet the risk assessment category of High, senior leadership must be immediately notified.

Table 1. Severity Categories

SEVERITY CATEGORIES		
Description	Severity Category	Mishap Result Criteria
Catastrophic	1	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M.
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least

		three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M.
Marginal	3	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100K but less than \$1M.
Negligible	4	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than \$100K.

CapMetro also assesses the probability of an occurrence of a mishap using the guidance shown in Table 2. Probability Level F is used to document cases where the hazard is no longer present. No amount of doctrine, training, warning, caution, or Personal Protective Equipment (PPE) can move a mishap probability to Level F.

Table 2. Probability Levels

PROBABILITY LEVELS			
Description	Level	Specific Individual Item	Fleet or Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

Assessed risks are expressed as a Risk Assessment Code (RAC) which is a combination of one severity category and one probability level. For example, a RAC of 1A is the combination of a Catastrophic severity category and a Frequent probability level. Table 3 assigns a risk level of High, Serious, Medium, or Low for each RAC.

Table 3. Risk Assessment Matrix

SEVERITY \ PROBABILITY	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	Serious	Medium
Probable (B)	High	High	Serious	Medium
Occasional (C)	High	Serious	Medium	Low
Remote (D)	Serious	Medium	Medium	Low
Improbable (E)	Medium	Medium	Medium	Low
Eliminated (F)	Eliminated			

High = Hazard must be mitigated
 Serious = Hazard should be mitigated, to extent practicable
 Medium = Hazard is acceptable, with management review
 Low = Hazard is acceptable

SAFETY RISK MITIGATION

CapMetro Safety Risk Mitigation Process

The CapMetro safety committees review the Safety Risk Register and determine mitigation strategies based on the result of the safety risk assessment process. Mitigations can reduce risk by reducing likelihood and/or severity. Risks that cannot be mitigated by the corresponding JHSC are taken to the SMSC and JLMSC for review and either acceptance or further mitigation. The SMSC also utilizes the Safety Risk Register to monitor corrective actions, track the effectiveness of mitigation measures implemented, and to ensure hazards and findings (e.g., audit findings) are suitably addressed.

VI. Safety Assurance

Safety Performance Monitoring and Measurement
<i>Describe activities to monitor the system for compliance with procedures for operations and maintenance.</i>
<p>CapMetro requires their service providers to provide various plans, which CapMetro uses to monitor for compliance with operations and maintenance procedures. The Performance Monitoring Plan includes details on daily operations management, training program assessment, quality assurance inspections, and service audits. The plan includes the methods the service provider will use to identify metrics and goals, the process to measure performance success, the frequencies of quality assurance inspections, the process to establish steps to correct deficiencies in performance, and the plan to communicate findings to CapMetro. The Performance Monitoring Plan must be approved by CapMetro prior to the start of service and is reviewed annually. The Vehicle Maintenance Plan describes how the service provider will meet the requirements of the CapMetro Maintenance Program. This plan includes detailed descriptions of work that the service provider will undertake to ensure that they meet the requirements of the program. The Vehicle Maintenance Plan must also be approved by CapMetro prior to the start of service and is reviewed annually. Additionally, service providers could be required to submit their own Agency Safety Plan and a Training Plan, which CapMetro may review and approve prior to implementation.</p>
<p>CapMetro staff periodically ride in service provider-operated vehicles to ensure compliance with contract requirements. CapMetro staff also periodically conduct audits of the service provider’s vehicle files, archived data, and service yards.</p>
<p>Service providers are required to establish a program for analysis of operations, customer service, safety, maintenance, and other data required by CapMetro. The service provider must perform data analytics to draw conclusions about the information contained in the data for the purposes of continuous improvement of processes and procedures. The service provider submits reports that summarize the data analysis and analytics, which CapMetro staff review.</p>
<p>CapMetro monitors systems for compliance and ensures sufficiency of operations and maintenance procedures. Other activities undertaken for monitoring safety include:</p>
<ul style="list-style-type: none">• Record and track safety concerns in the Safety Risk Register• Monitor and evaluate safety data including accidents, incidents, and occurrences• Monitor and evaluate concerns in the Employee Safety Reporting Program which includes the ERS and Close-Call data
<p>Non-compliance is addressed through training, coaching, and management oversight. Any insufficient procedures are addressed through Safety Risk Management (SRM) activities.</p>
<p>CapMetro’s JHSC – Bus and Demand Response is responsible for ongoing safety assurance by monitoring and making recommendations to the SMSC. The SMSC will work with the JHSC, if necessary, to adjust or revise recommendations before presenting them to the JLMSC for review and/or approval.</p>

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

CapMetro monitors operations to identify safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. CapMetro tracks both lagging and leading indicators of safety performance for safety risk mitigation monitoring. If ineffective, CapMetro re-analyzes the hazards and consequences the mitigation was intended to address through SRM. If inappropriate, CapMetro identifies new mitigation options. If not implemented as intended, CapMetro considers alternative mitigations or alternative approaches to implementation. Safety data is used to inform the safety committees if strategies implemented achieved the desired results. The Safety Risk Register is used as a way to track safety concerns. Concerns remain on the Safety Risk Register until the committee(s) decides that the issue has been reduced to the lowest practicable level of safety risk.

Performance measures and metrics are included in service providers' contracts to help ensure provision of the highest level of service possible. CapMetro monitors the service providers, reviewing its performance to ensure adherence to all performance measures and metrics. Should the service provider fall short of acceptable standards, punitive action may be taken. In these cases, the service provider is required to submit detailed Action Plans to address any performance indicators that don't meet the standard. CapMetro meets with the service providers to consider its input on performance goal adjustments.

Biennially, CapMetro conducts surveys of service provider employees to gain insight into overall management of CapMetro operations and to help identify and mitigate issues that may prove detrimental to operations.

The results of all CapMetro audits are rated and recorded with deficiencies necessitating a written response from the service provider.

Bus service is monitored and measured using a CAD/AVL system, OrbCAD, Trapeze and other system reports, which are reviewed by CapMetro regularly. Demand Response service is monitored using the Trapeze PASS operating software. Demand Response Pickup service is monitored using the VIA software.

Describe activities to conduct investigations of safety events to identify causal factors.

CapMetro and its service providers conduct investigations of accidents, incidents, and occurrences to identify causal factors. The factors include but are not limited to rule violations and technical failures. Identification of causal factors helps to reveal hazards that could be addressed through SRM.

Describe activities to monitor information reported through internal safety reporting programs.

CapMetro and its service providers monitor information reported through all internal safety reporting programs which includes the Employee Safety Reporting System, close call/near miss system, accident and incident reporting, hazard logs, etc.

CapMetro developed the Accident Definitions and Criteria for a Monthly Reporting Policy which was updated in June 2016. It defines the responsibilities for the monthly reporting (see Table 4). The monthly collision/accident reports with specific goals for the year act as the major safety performance monitoring and measurement activity. The Monthly Safety Report compares 13 months of data for

vehicle collisions, preventable vehicle collisions, passenger injuries, etc. for all services offered by CapMetro. Organization-wide as well as individual service provider specific targets are established and updated every year.

Table 4. CapMetro Monthly Reporting Responsibilities

Office of Safety, Occupational Health & Accessible Services	<ul style="list-style-type: none"> • Capture accident/incident data in a comprehensive database. • Prepare monthly safety report that documents the frequency, trends of accidents, along with leading and lagging indicators for CapMetro services. • Classify accidents/incidents according to the definitions in the policy and make initial accident severity classification. • Conduct periodic analysis of vehicle collisions, passenger injuries, employee injuries and occurrences to identify trends. • Review monthly accident statistics and trends to identify and implement measures to improve safety and prevent reoccurrences.
Bus Operations and Demand Response Services Departments	<ul style="list-style-type: none"> • Ensure that contracts for bus and demand response services include accident reduction goals with incentives or penalties linked to achievement of the goals. • Ensure that contracts for bus and demand response services include a requirement to rule on the preventability of vehicle accidents and passenger accidents as defined in this policy in accordance with National Safety Council standards. • Review accident rulings on a monthly basis.
Safety Committee Process (JHSC, SMSC, and LMSC)	<ul style="list-style-type: none"> • Review accident trend reports to develop hazard reduction measures and lessons learned.

Management of Change

Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.

Changes in Bus Operations and Demand Response occur with equipment, environment, policies, procedures, schedules, and routes. An essential process is to identify where changes may come from, list them, and ensure that the proper communication takes place. Changes are then evaluated to determine the impact on CapMetro’s safety performance and evaluated through CapMetro’s SRM process whenever appropriate.

As these changes occur, impacted departments and resident experts assess how these changes will impact safety by asking: What could go wrong? What would be the consequences? How often is it likely to occur?

Other departments are asked to collaborate in the assessment where appropriate. External changes may require collaboration with city or other agencies to assess impact on safety.

CapMetro will also manage change to our services, facilities, vehicles, and employees via the safety committee process. Any change that has the potential to impact safety will first be addressed by the JHSC for initial review. Recommendations for managing the change in question will then be forwarded to the SMSC for consideration and then to the LMSC for final input and review.

Depending on scale, changes may also go through the Safety and Security Certification Process which CapMetro has implemented. The goal of this process is to identify and manage any conditions that may potentially result in harm. Key features of this process include: 1) development of a policy formalizing management risk acceptance practices for activities that affect the safety and security of the operational system, 2) implementation of a dedicated program of hazard and vulnerability analysis and tracking, 3) implementation of a dedicated program of review to verify that safety and security requirements are included in project specifications, and 4) implementation of a dedicated program of testing and evaluation, to verify that safety and security-critical elements comply with contract specifications. The application of this process helps inform decision-making at all levels. This certification process is overseen by the Safety and Security Certification Committee, which is comprised of senior management personnel and their designees. Periodically, the SMSC audits the SSCP to ensure that it is working in the intended manner.

CapMetro Facility Management has also adopted a dedicated process for managing change that might affect operation. This process is under the responsibility of the Vice President of Property and Asset Management and is outlined in the CapMetro Facility Programming Study and Master Plan.

Continuous Improvement

Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.

Bus Operations and Demand Response continuously review data and performance reports at a minimum of once a month that include a focus on goals and targets that are not being met. Corrective Action Plans are implemented based on trends and data identified as negatively affecting the goals. The Corrective Action Plan tracks progress using established measures that are reviewed at set frequencies (weekly, biweekly, or monthly). Data sources include, but not limited to, accidents, collisions, injuries, and ESRS. The information is reviewed monthly or more frequently with internal stakeholders and with our service providers. Assessments are completed with the focus on identifying root causes and opportunities to improve safety and reducing risk.

The Office of Safety, Occupational Health & Accessible Services staff at CapMetro have an ongoing and periodic evaluation of the SMS to effectively and efficiently meet safety objectives (CapMetro Safety Management Policy Statement) and performance targets. Refer to CapMetro’s Strategic Plan, Strategic Vision Alignment, and the public facing dashboard to see how continuous improvement is stressed prioritized in the organization.

CapMetro will endeavor to continuously improve the safety of our services, vehicles, facilities and employees. In part, this is done via our safety committee process where opportunities for improvement will be identified through a variety of channels and addressed by the JHSC’s, followed by review by the SMSC and finally by the LMSC. The channels for identification of these improvements

include the Employee Safety Reporting Program (ESRP), Safety Data, field observations, employee and customer input, industry studies, and best practices.

Besides the safety objectives and safety performance targets, CapMetro may also monitor safety performance based on:

- Key sources of safety information. CapMetro has abundant data sources of safety information, specifically the Employee Safety Reporting System and Close Call Reporting.
- Key areas of safety risk. CapMetro identifies and emphasizes the areas with higher/more severe safety risk.
- Performance of key safety processes or activities. CapMetro monitors key safety processes and activities such as the ESRP, service delivery activities, and staff safety trainings.

Related lessons learned are incorporated into organizational policies and procedures.

The Risk Appetite Statement was developed internally at CapMetro. It is based on the Enterprise Risk Management process. When a change is made, an entry is made in the Risk Register. The project manager has to rate the risk, treat the risk, and come to a complete and final resolution.

The Joint Labor and Management Safety Committee(JLMSC) and other safety committees review the overall safety performance quarterly. They review and analyze safety performance statistics and make recommendations for needed changes. The Accountable Executive (CapMetro CEO) acts to address inadequate safety performance based on the information generated from the safety performance assessments. Under the direction of the Accountable Executive, CapMetro will address any identified safety deficiencies found in the SMS or other agency processes and activities in a timely manner. The plan to address identified safety deficiencies will include but not be limited to:

- Addressing underlying hazards and potential consequences through the safety committee process
- Data collection or analysis techniques to better understand the root causes of identified issues
- Testing and evaluating new approaches to SMS processes

As part of the existing effort for improvement, CapMetro has participated in the American Public Transportation Association (APTA) Safety Audit Peer Review Program for the past several years and has adopted the recommendations from the program. CapMetro has and will continue to reach out to peer agencies to gather information on effective safety practices that could be incorporated into the SMS.

All safety performance documents along with the management of change and continuous performance documents will be stored on CapMetro's web based collaborative platform known as SharePoint. In addition, audits will be performed by the Operations Management Oversight department. The Joint Health and Safety Committee (JHSC) for bus and Demand Response and the Safety Management Systems Committee (SMSC) will oversee and review this process.

VII. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contracted service provider directly responsible for safety.

This section describes the safety training activities conducted by both CapMetro and CapMetro service providers.

CapMetro

CapMetro has developed and implemented an expansive safety training program for employees across the organization, including customized training for safety committee members, the operations and maintenance personnel and personnel directly responsible for safety key safety personnel. The following are a few examples of training courses provided.

De-escalation Training. The focus of this training is to provide transit bus operators the knowledge and skills needed to reduce the likelihood of assault incidents during revenue service. Prevention methods covered include: defining assault, discussing the types of incidents that could be considered assault, and recognizing key vulnerability factors. Prevention strategies focus on communication and response skills, and the value of reporting incidents.

SMS Awareness. The focus of this Transportation Safety Institute web course is to introduce the participant to Safety Management Systems (SMS), describe the four components of FTA’s SMS Framework, and identify the importance of Employee Safety Reporting Systems to the success of SMS.

OSHA Training. This 10-hour session focuses on several items including: Recognizing, avoiding, abating and preventing safety and health hazards in workplaces; Recognizing types of hazards that require PPE; Identifying, describing and protecting oneself and others from the Four Focus Hazards: Fall, Electrocution, Caught-In or Between and Struck-By; and, Protecting oneself from Safety and Health Hazards.

SMS Principles. The focus of this training is to familiarize staff with Safety Management System (SMS) principles. Includes executive leadership and accountability for safety, creating a positive safety culture, preventive risk analysis and building an employee non-punitive safety reporting program.

Transit Safety and Security Program (TSSP) Certification. This training program provides a broad-based understanding of safety and security principles applicable to transit operations and management. The training also provides knowledge to develop and implement safety and security program plans.

SMS Assurance Training. The focus of this training is to provide individuals with the knowledge to help validate that the implemented safety risk mitigations are performing as intended. The primary methods taught in this class focus on effective monitoring techniques to assess individual performance to develop an aggregate view of organizational safety performance. The results serve as the source for safety performance data and predictive actions (s). The results also help identify any changes that may create new operational service delivery safety risks.

ESRS Training. The focus of this training is to provide guidance on how to report safety concerns via the Employee Safety Reporting System (ESRS).

CapMetro will continually assess the need to develop specific training protocols and require refresher training, as necessary, for any and all employees with safety related functions. These needs are reviewed periodically and addressed on a continuous basis.

CapMetro has developed a program to provide appropriate training to all employees that have a direct role in safety as determined by their respective job descriptions. This includes safety staff, safety committee members, and those that play a critical role in service delivery. We have also developed training protocols for rank and file employees to enhance their understanding of SMS as well as their role in safety.

All employees have safety related competencies in their job description and performance management plan. Refer to the Safety Management Policy for more details.

CapMetro Service Provider (Contractor) – Bus

Job-specific training programs enhance safety skills necessary for safe, secure, reliable service. The primary areas of focus for bus safety training are:

General Safety. The focus of this training is basic safety, as it relates to the provision of public transportation services. It is part of the employee onboarding process, with refresher courses required periodically. This training program also includes OSHA required courses, SMS Safety and Security course, hazard identification, and drug and alcohol training as well as fatigue management and the use of the inertia-based camera system for capturing near misses to identify and address unsafe driving behaviors.

Vehicle Operations and Maintenance. This training program includes training for vehicle operators and maintenance/facilities technicians and is focused on safe transit vehicle operations, including defensive driving. Operations staff is required to take refresher and post-accident retraining for vehicle operators and transportation management. All bus operators and supervisors involved with the public must receive training in emergency operations and participate in emergency readiness training and drills. A train-the-trainer course is also provided to all company Behind the Wheel driving instructors. Other training activities include the use of safety videos played continuously in the ready rooms, camera video recording counseling sessions, and individual counseling.

Health and Wellness. The focus of this training is on health and wellness, including ergonomics, back safety, exercise, nutrition, and sleep.

CapMetro Service Provider (Contractor) – Demand Response

The primary areas of focus for demand response safety training are:

Workplace Safety. The primary goal of workplace safety training is to give employees the information and skills necessary to perform their assigned tasks without endangering themselves or others. The training complies with current state and federal standards and covers potential safety and health hazards as well as safe work practices and procedures to eliminate or minimize hazards. Specific components of this training may include, but are not limited to, the following: Hazard Communications

Training, Personal Protective Equipment Training, Injury and illness prevention training; Blood Borne Pathogens Training, First Aid and CPR Training, Drug and Alcohol Abuse Policy Training, ADA Laws and Regulations Compliance Training, Hazard Identification and Resolution Training, Safety Management System Training, Accident/Incident/Near Miss Reporting Training, Security and Emergency Preparedness Training, Safety Rules and Compliance Program Training, and, lastly, Facility, Systems, and Equipment Maintenance.

Workplace safety training is part of the employee onboarding process, with refresher courses required periodically. The CapMetro MetroAccess Rider’s Guide is taught to all demand response service provider employees and the procedures and guidelines listed in the Rider’s Guide are followed as required by CapMetro. The workplace violence program is included in the service provider’s Employee Dignity Policy and is distributed to all employees. Specific awareness training is included in orientation classes for new employees.

Vehicle Operations and Maintenance. The service provider develops, implements and maintains a formal training and retraining program for all vehicle operators, supervisors, dispatchers, and maintenance/facilities technicians on safe transit vehicle operations, including defensive driving, hazard reporting, and proper response to events. Operations staff is required to take Transit and Paratransit Company (TAPTCO) operator training, which includes Bus Operator Rules and Procedures and Supervisor Training. Vehicle maintenance staff is required to take Bus Maintenance Training. Operations staff is also required to take refresher and post-accident retraining for vehicle operators and transportation management.

Health and Wellness. The focus of this training is on health and wellness, including ergonomics, back safety, exercise, nutrition, and sleep.

All employees that work in safety sensitive positions will receive, at a minimum, instruction in the following areas: requirements of the Safety Plan and the four FTA MAP-21 SMS elements as it relates to transit employees; requirements of all Federal, State and Local law, codes, ordinances, and regulations as it relates to their positions; The safe operation of in-service vehicles and associated equipment, and On-Road Training and Wheelchair Lift Operation Training.

Safety Communication
Describe processes and activities to communicate safety and safety performance information throughout the organization.

This section of the PTASP describes the methods used to communicate safety and safety performance information by both CapMetro and CapMetro service providers.

CapMetro

Safety Information. CapMetro communicates safety information, including information on hazards and safety risks relevant to employees’ roles and responsibilities, internally via a variety of communication channels such as email, face to face meetings, newsletters, posters, videos, training materials, and message boards. CapMetro informs employees of safety actions taken in response to reports submitted through the ESRS where the employee has provided contact information for follow up.

Safety Performance Information. CapMetro communicates safety performance information internally through monthly accident statistic updates to the Board of Directors and Safety Committee

updates regarding accident and Safety Risk Register reviews. CapMetro conducts external safety reporting via our web-enabled dashboard, which provides accident statistics to external customers.

CapMetro Service Provider (Contractor) – Bus

Safety Information. The bus operations service provider communicates safety information internally through company-wide or departmental meetings, Safety Team briefings, bulletin board postings, memos, and other written communications.

Safety Performance Information. The bus operators service provider communicates safety performance information internally through company-wide or departmental meetings, Safety Team briefings, bulletin board postings, memos, and other written communications. The bus operations service provider communicates safety performance information externally through monthly team meetings with CapMetro.

CapMetro Service Provider (Contractor) & CapMetro Staff – Demand Response

Safety Information. The Demand Response Control Center is staffed by CapMetro staff and service provider employees. The Demand Response Control Center is the central point of communication for demand response operations including MetroAccess, Pickup and MetroBike. The Demand Response Control Center communicates safety information through memorandums distributed directly to employees, messages on the employee and/or passenger signboards, handouts, brochures, and other media.

Safety Performance Information. The CapMetro Demand Response staff communicates with operations service provider regarding safety performance information through safety calls with management staff, monthly and ad-hoc safety meetings. Service providers provide feedback and coaching sessions to vehicle operators, daily safety messages to vehicle operators, bulletin board postings, memos, and other written communications. The service provider communicates safety performance information externally through safety meetings with CapMetro.

VIII. Infectious Diseases

Infectious Diseases

Include strategies to minimize the exposure of the public, personnel, and property to infectious diseases consistent with guidelines of the Centers for Disease Control and Prevention or a State health authority.

There are several aspects of an infectious disease emergency that differentiate it from other emergencies and that require variation in widespread planning, response, and recovery. The intent of this section is to provide safety risk management strategies to minimize the exposure of the public, personnel, and property to infectious diseases consistent with guidelines of the Centers for Disease Control and Prevention or a State health authority; however, nothing in this document precludes the primary parties (CapMetro departments, management, employees, or key stakeholders) from modifying their actions to meet the unique conditions presented.

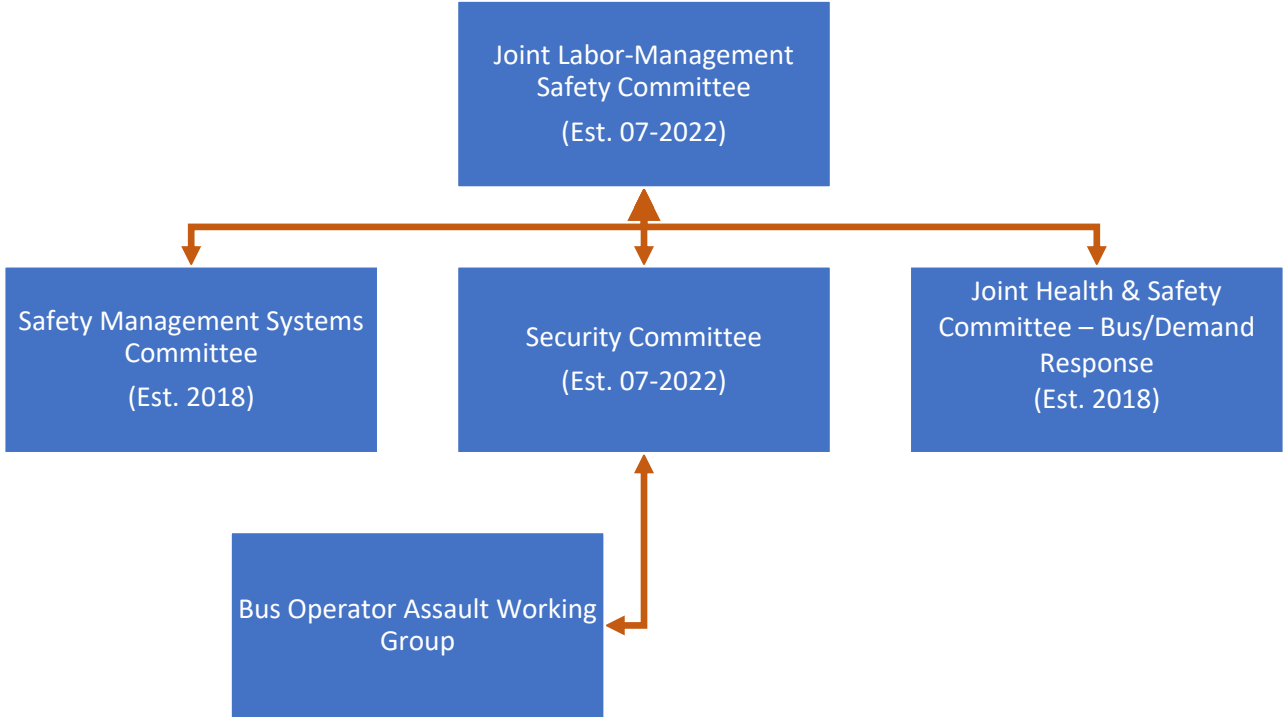
These unique actions and responses may be based on one or more of the following:

- a) The current threat of disease in the world, region, state, and local area
- b) The unique nature of the disease including the incidence, morbidity, and mortality of the disease
- c) The novel nature of the disease pathogen, particularly whether it mutates rapidly, has high virulence, and spreads easily from person-to-person
- d) Mandates and/or orders by federal, state, or local public health or public safety authorities

Key preparedness and safety risk management strategies include:

1. Coordinating with local and regional public health agencies to plan for surveillance, reporting, mass vaccination, antiviral/antibiotic distribution, isolation and quarantine, and implementation of disaster triage standards that direct resources to care for those with a potential for survival.
2. Monitoring disease burden among the local population to collect novel pathogen-related morbidity and mortality data that will be used to inform decision-making. This includes gathering real-time information from local, federal, and international public health partners, and monitoring the disease burden in the region when feasible.
3. Communicating to CapMetro stakeholders about the disease spread, what prevention actions individuals can take, and the operational status of the agency during various levels of the pandemic is essential. The agency will collaborate with local public health entities, as appropriate, to influence public behavior regarding basic infection-control measures such as handwashing or using sanitizing hand gel, maintaining respiratory etiquette, staying home when sick, and avoiding unnecessary contact with people who are ill.
4. Planning for business continuity by:
 - Determining essential staff and services in the event non-essential operations are suspended
 - Considering the provision of business continuance through technology when feasible
 - Determining operational function at low staffing levels
 - Implementing social distancing measures, when deemed necessary
 - Deciding when non-essential business travel to affected global areas is needed
5. Planning for recovery of operations so normal operations can be resumed when feasible.

Appendix A: CapMetro Safety Committees (Information Flow)



Appendix B: List of Acronyms and Abbreviations

Abbreviation	Definition
CapMetro	Capital Metropolitan Transportation Authority
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
CSO	Chief Safety Officer
ESRS	Employee Safety Reporting System
EVP	Executive Vice President
FTA	Federal Transportation Administration
JHSC	Joint Health and Safety Committee
JLMSC	Joint Labor-Management Safety Committee
MAP-21	Moving Ahead for Progress in the 21st Century Act
NTD	National Transit Database
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
SMP	Safety Management Policy
SMS	Safety Management Systems
SMSC	Safety Management Systems Committee
SRM	Safety Risk Management
SSC	Safety and Security Certification
VRM	Vehicle Revenue Miles

Appendix C: Definitions

Accident	An Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	A single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.
Assault on a Transit Worker	A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
Chief Safety Officer (CSO)	An adequately trained individual who has responsibility for safety and reports directly to the CEO, General Manager, President, or equivalent officer. A CSO may not serve in any other operational or maintenance capacity.
Event	An Accident, Incident, or Occurrence.
Fatality	A death that results from an event and that occurs within 30 days after the date of the event.
Federal Transit Administration (FTA)	An agency within the United States Department of Transportation.
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Incident	An event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
National Public Transportation Safety Plan	The plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 USC Chapter 53.
Occurrence	An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a rail transit agency.
Performance Measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).
Public Transportation Agency Safety Plan (PTASP)	The documented comprehensive agency-wide safety plan for a transit agency that is required by 49 USC 5329(d) and based on a SMS.
Risk	The composite of predicted severity and likelihood of the potential effect of a hazard.
Risk Registry	Records the hazards identified by the transit agency, the potential consequences associated with these hazards, initial safety risk ratings, new mitigations implemented to eliminate or minimize the risk associated with the hazard.
Safety	Freedom from harm resulting from unintentional acts or circumstances.
Safety Assurance	The process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Management Policy (SMP)	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees regarding safety.
Safety Management System (SMS)	The formal, top down, organization wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Performance Target	A quantifiable level of performance or condition expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk Management (SRM)	A process within a Transit Agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.
Safety Risk Mitigation	The activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.
Safety Risk Probability	The likelihood that a consequence might occur, taking as reference the worst foreseeable—but credible—condition.
Safety Risk Severity	The anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable—but credible—a condition.
Serious Injury	Any injury which: 1) Requires hospitalization for more than 48 hours, commencing within seven (7) days from the date of the injury was received; 2) Results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3) Causes severe hemorrhages, nerve, muscle, or tendon damage; 4) Involves any internal organ; 5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.



Public Transportation Agency Safety Plan Updates

December 16, 2024

CapMetro Safety Department

PTASP Overview

- Federal Transit Administration rule intended to improve public transportation safety by guiding agencies to effectively and proactively manage safety risk
- Requires agencies to develop and implement safety plans with specific requirements
- Plans are required to establish processes and procedures to support the implementation of Safety Management Systems, a collaborative approach to managing safety.
- CapMetro Board approved first PTASP in May 2020, and must review and approve annually

Agency Safety Plan Major Changes



Updated Safety Performance Measures to include new categories, broadening our scope for monitoring and improving key safety metrics.



Addition of a Risk Reduction Plan for a more structured approach to hazard mitigation and risk management.



Updated Definitions to improve clarity and consistency across safety terminology.

FTA Safety Performance Measures

Current

1. Fatalities
2. Fatalities Rate
3. Injuries
4. Injuries Rate
5. Safety Events
6. Safety Events Rate
7. System Reliability

Additions

- 8. Transit Worker Fatality*
- 9. Transit Worker Injury Rate*
- 10. Assaults on Transit Workers*
- 11. Rate of Assaults on Transit Workers*
- 12. Collision Rate*
- 13. Pedestrian Collision Rate*
- 14. Vehicular Collision Rate*

Safety Risk Reduction Program Measure

Eight (8) measures for the safety risk reduction program:

1. Major Events
2. Major Events Rate
3. Collisions
4. Collisions Rate
5. Injuries
6. Injuries Rate
7. Assault on Transit Workers
8. Rate of Assault on Transit Workers

New/Updated Definitions

- Assault on a transit worker
- Injury
- Near-miss
- Safety event
- Transit worker
- Safety Management System*

CapMetro

Thank you!

Board of Directors

Item #: AI-2024-1352

Agenda Date: 12/16/2024

SUBJECT:

Approval of a resolution authorizing the President & CEO, or her designee, to finalize and execute a contract modification with CFJ Manufacturing for uniform services for a term of up to six months in the amount of \$750,384, plus 10% (\$75,038.40) in contingency, in a total amount not to exceed \$825,423.

FISCAL IMPACT:

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

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

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

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

COMMITTEE RECOMMENDATION: This item will be presented to the full board on December 16, 2024.

EXECUTIVE SUMMARY: CapMetro provides uniforms for all front-line employees to ensure consistency throughout the agency. The current contract with CFJ Manufacturing, awarded on January 1, 2022, will end on

December 28, 2024, and does not include an extension clause. A new vendor is expected to be in place by January 31, 2025.

To ensure continuity, a contract modification will cover the period from December 29, 2024, to June 30, 2025. This contract modification will continue to meet detailed design specifications, including both the appearance and wearability of the uniforms. The allocated fund of \$825,423 will cover six months of front-line employee uniforms and the buyout of logo items in current inventory. These funds are included in the FY25 Operating Budget

DBE/SBE PARTICIPATION: This is a modification to the current contract. The SBE goal assigned was 0% and the contractor committed to 0%, which will continue to be monitored during the term of the contract.

PROCUREMENT: On November 20, 2024, Procurement was informed of the intention to extend the contract with CFJ for uniform services. There are no scope changes made to the contract with CFJ; the only change to the contract agreement is the duration of the contract and the cost impacts of extending the contracted services up to an additional six months. The Board of Directors approval is requested to fund the contract up to additional six (6) months:

Current Board Approval	\$ 2,325,118.00
Proposed New Contract Total	\$ 3,075,502.00
Subtotal	\$ 750,384.00
10% contingency	\$ 75,038.40
Grand Total	\$ 825,422.40

RESPONSIBLE DEPARTMENT: Bus Operations

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1352

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors (and/or CapMetro Management) recognize the need to continue purchasing and wearing uniforms for Capital Metro team members.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, of her designee, is authorized to finalize and execute a contract modification with CFJ Manufacturing for uniform services for a term of up to six months in the amount of \$750,384, plus 10% (\$75,038.40) in contingency, in a total amount not to exceed \$825,423.

Date: _____

**Secretary of the Board
Becki Ross**

,

Board of Directors

Item #: AI-2024-1255

Agenda Date: 12/16/2024

SUBJECT:

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

FISCAL IMPACT:

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

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Every CapMetro bus is equipped with a Genfare farebox located by the bus operator and collects cash from customers. For cash paying customers of CapMetro service the farebox is what he or she interacts with to collect their fare payment making it important that it is reliable for a high quality customer experience. The fareboxes on the buses and the support hardware to handle the collection of cash has reached the end of life and needs replacement and modernization of the back office and all cash collection devices to maintain a state of good repair.

BUSINESS CASE: The replacement of CapMetro's end of life cash farebox and vaulting system is essential to ensure the continued efficient operation of transit services and the customer experience. The current system, nearing its 20-year end of life, presents several operational challenges and reliability risks. A modernized fare

collection system will not only enhance the rider experience but also streamline back-office processes. By upgrading the fare collection system, CapMetro will be able to align the farebox with its evolving fare policy strategy. This includes the ability to accept new US currency bills, ensuring compliance with the latest standards. Additionally, a cloud-based back-office system will provide greater flexibility, scalability, and enhanced security. This modernization effort will ultimately lead to improved efficiency, reduced operational costs, best possible customer experience for CapMetro

COMMITTEE RECOMMENDATION: This item was presented and recommended for approval by the Operations, Planning and Safety Committee on December 9, 2024.

EXECUTIVE SUMMARY: In 2005, Capital Metro implemented the automated cash fare collection system called Genfare used on the bus fleet. Genfare is a division of SPX Corporation and one of the leaders in the fare collection solutions industry for over 50 years. Each CapMetro bus is equipped with a Genfare farebox and operator control unit that is located by the bus operator and the farebox collects cash from customers. The fareboxes on the buses and the support hardware to handle the cash collection has reached the end of life and needs replacement and modernization of the back office and all cash collection devices.

DBE/SBE PARTICIPATION: A 0% SBE goal was placed on the solicitation due to the proprietary nature of the project. The awarded contractor has committed to 0% SBE participation.

PROCUREMENT: On December 27, 2023, a Request for Proposals (RFP) was issued and formally advertised. By the closing date of February 9, 2024, two (2) proposals were received. The proposal from Genfare, LLC was determined to be the best value to the Authority, price and other factors considered. The resulting contract will be a fixed price contract. The term of the Contract shall be two (2) years from the Contract Notice to Proceed with up to three (3) option periods for a twelve (12) month duration each in a total amount not to exceed \$6,316,871.

RESPONSIBLE DEPARTMENT: Information Technology

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

**STATE OF TEXAS
COUNTY OF TRAVIS**

AI-2024-1255

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to maintain the cash fare collection for customers 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 finalize and execute a contract with Genfare, LLC for the replacement cash farebox & vaulting system hardware, licensing and hosting services for a two (2) year base period and three (3) one-year option periods in a total amount not to exceed \$6,316,871.

Date: _____

**Secretary of the Board
Becki Ross**



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2024-1354

Agenda Date: 12/16/2024

President & CEO Monthly Update - December 2024

CapMetro

President's Report

December 2024

CapMetro in the Community



Holiday Stroll & CapMetro Elves

CapMetro Board Workshop: Transit Plan 2035





What's Being Said?

CapMetro in the News



CapMetro offering free rides for people seeking shelter during cold weather



CapMetro gears up for new Pickup, MetroRapid bus services in 2025



New CapMetro rapid routes making huge impact, report says



Project Connect MetroRapid Lines coming to East Austin next year



Here's how to score prizes by riding CapMetro this December



'This is so much better' | Central Texans trying public transit to avoid traffic headaches



CapMetro to host events, social media contest throughout December



New CapMetro rapid routes making huge impact, report says

CapMetro Customer Care



10,003 Calls

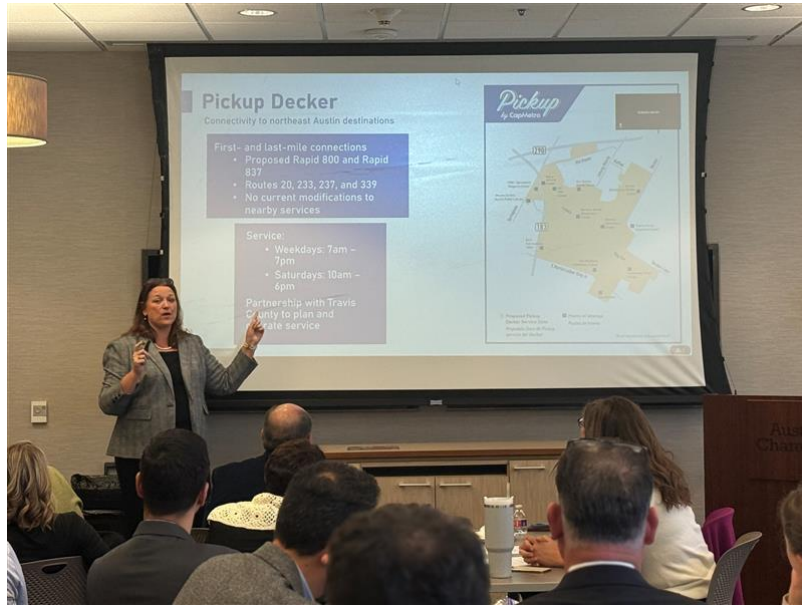
Call Volume Down 12%

12,618 Total Contacts for Nov

What We're Hearing from our Riders this Month

- A lower call volume for November
- Thanksgiving Holiday
- No Q2 stadium events
- No major issues that created delays during the month

Where Dottie Has Been



Happy Holiday!



CapMetro

Thank You!

November 2024



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2024-1337

Agenda Date: 12/16/2024

Memo: 2024 DEI Annual Workforce Diversity and Supplier Diversity Update (December 9, 2024)

To: CapMetro Board of Directors
 From: Jacqueline Evans, Director – Diversity, Equity & Inclusion
 Date: December 16, 2024
 Subject: CapMetro Diversity, Equity, & Inclusion FY 2024 Update

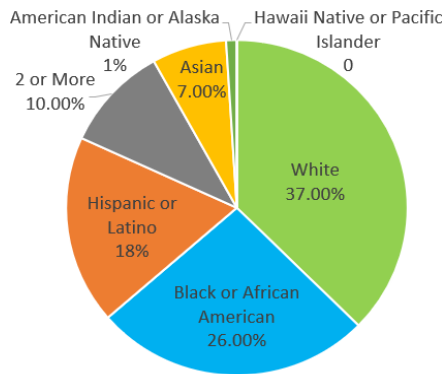
The purpose of this memo is to update the CapMetro Board of Directors on workforce and supplier diversity accomplishments for FY 2024. This memo is provided in lieu of a presentation to the Board of Directors. If Board Members would like additional information about the annual update, please contact Board Manager Ed Easton (Ed.Easton@CapMetro.org) and he will coordinate with our Diversity, Equity, and Inclusion team to provide more detail.

We are excited to report that the DBE goal of 22.5 percent was exceeded with contract awards to DBEs of 23.6 percent, equating to over \$14 million in contract awards. In addition, over \$ 15 million in payments were made to DBEs and SBEs in FY 2024.

Our workforce continues to be more diverse than the workforce availability in the Austin area and our hiring and promotion of employees demonstrates our commitment to equity.

CapMetro Overall Workforce Diversity (FY 2024)

CapMetro continues to be more racially diverse compared to Austin’s workforce availability

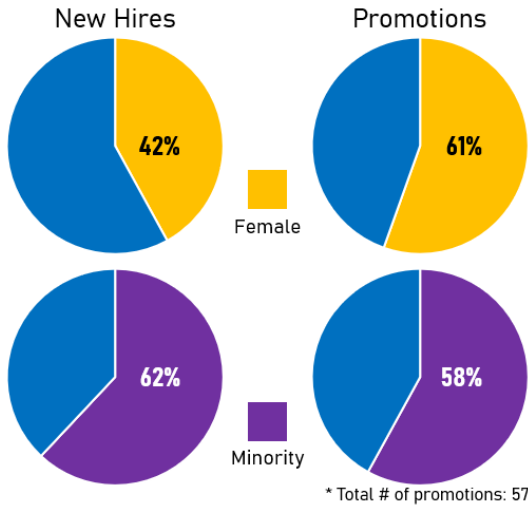


NOTE: Diversity is achieved through recruiting diverse candidates, NOT hiring targets

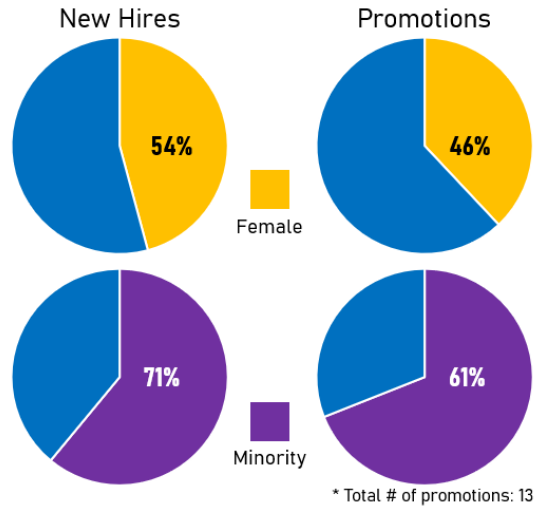
- White
- Black or African American
- Hispanic or Latino
- 2 or More
- Asian
- American Indian or Alaska Native
- Hawaii Native or Pacific Islander

CapMetro's Workforce Diversity Summary

FY 2023 (Annual)



FY 2024 (Annual)



Supplier Diversity Program Goal Attainment

Disadvantaged Business Enterprise (DBE)

FY 2022 (Annual)			
Goal	DBE Attainment	Total Dollars Award	Total DBE Commitment
22.5%	23.5%	\$50,759,731	\$11,913,650

FY 2023 (Annual)			
Goal	DBE Attainment	Total Dollars Awarded	Total DBE Commitment
22.5%	14.9%	\$45,821,068	\$6,838,209

FY 2024 (Annual)			
Goal	DBE Attainment	Total Dollars Award	Total DBE Commitment
22.5%	23.6%	\$44,355,020	\$10,466,560

Small Business Enterprise (SBE)

FY 2022 (Annual)			
Goal	SBE Attainment	Total Dollars Awarded	Total SBE Commitment
22.5%	7.3%	\$80,212,733	\$5,829,198

FY 2023 (Annual)			
Goal	SBE Attainment	Total Dollars Awarded	Total SBE Commitment
22.5%	14.5%	\$31,477,675	\$4,578,542

FY 2024 (Annual)			
Goal	SBE Attainment	Total Dollars Awarded	Total SBE Commitment
22.5%	7.9%	\$55,488,665	\$4,380,552

- CapMetro exceeded the 2024 DBE goal. The goal for 2024 was 22.5% and we reached 23.6%.
- The total contract award amount to SBEs was \$4,380,552.
- The combined DBE and SBE contract dollars awarded was \$14,847,112.
- The total payments to DBE and SBEs was \$15,482,315.

In 2025 we are looking forward to:

- **Supplier Diversity**
 - The 2026 – 2028 DBE goal
 - Establishment of the new overall DBE Triennial Goal being set by Q3
 - Prime contracts that equal or exceed the cumulative amount of \$250,000 in the forthcoming Federal fiscal years
- **Development of a fresh strategic plan on CapMetro DEI goals based on current best practices and an assessment of our current maturity on the effectiveness of DEI and its impact to CapMetro**
- **Community Engagement**
 - Greater partnership with the DEI Advisory Group and update of the charter
- **Transit Plan 2035 Progress**
 - Consideration of equity of services in the plan development
- **Partnership with the People and Culture team to identify and remove potential barriers to inclusivity in recruitment and hiring processes.**