I. Public Comment:

II. Advisory Committee Updates:
   1. Customer Service Advisory Committee (CSAC)
   2. Access Advisory Committee

III. Board Committee Updates:
   1. Finance, Audit and Administration Committee
   2. CAMPO update

IV. Consent Items
   1. Approval of minutes from the July 20, 2020 board meeting.
   2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with RSM US LLP for External Auditing services for a base period of three (3) years and two (2) one-year option periods, plus optional services, in an amount not to exceed $1,269,774.
   3. Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with the city of Lago Vista for transit passes with a validity of one year from September 1, 2020 to August 31, 2021, and with two optional one-year extensions.
   4. Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2020, to September 30, 2021.
   5. Approval of a resolution authorizing the President & CEO, or his designee, to approve and execute a one-year contract extension with UnitedHealthcare in an amount not to exceed $692,772 for continued administration of third party administration services and stop loss insurance for the Capital Metro self-insurance health and dental plans.
V. **Action Items:**

1. Approval of an interlocal agreement for creation of a joint local government corporation with the City of Austin to implement Project Connect.

2. Approval of a resolution relating to guidance on funding and community commitments by Capital Metro and the terms of an interlocal agreement to be negotiated for the implementation of Project Connect.

3. Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a Development Agreement with Broadmoor Austin Associates, a Texas general partnership (Developer) for the Transit Facilities and Related Improvements at the Broadmoor Development property in an amount not to exceed $12,000,000.

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Conduent, Inc. for the annual maintenance and support of the dispatch and vehicle systems for a base period of one year, with four one-year options in an amount not to exceed $1,300,283.

VI. **Presentations:**

1. Bus Electrification Update

2. FY 2021 Budget Update

3. Pandemic Recovery and Improvement Plan Update

VII. **Reports:**

1. President’s Report

VIII. **Executive Session of Chapter 551 of the Texas Government Code:**

Section 551.071 for Consultation with an Attorney to receive legal advice related to pending litigation.

IX. **Items for Future Discussion:**

X. **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:** Wade Cooper, Chair; Delia Garza, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Troy Hill; Ann Kitchen, Jeffrey Travillion and Pio Renteria.

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.
TITLE: Customer Service Advisory Committee (CSAC)
Call to Order:
Chairman Taylor called the meeting to order at 6:05 p.m.

Introductions:
Committee members present were: Ephraim Taylor, David Foster, Betsy Greenberg, David Shapiro, BJ Taylor, Elizabeth Stehl, Lin Rei

Capital Metro staff present were: Yannis Banks, Jacob Calhoun, Troy Officer, Tangee Mobley, Jo Anne Ortiz, Kerri Butcher, Kevin Conlan, Gloria Barnes, Asif Esbhani, Roberto Gonzalez, Gloria Barnes, Jonathan Tanzer, Dottie Watkins

General Public: Ruven Brooks,

Community Communications:
N/A

Project Connect Update
Jacob Calhoun,

David Foster – Has questions about the commercial CapMetro is running to make sure it’s informational only. Kerri – It has been thoroughly vetted to make sure that it is strictly educational. Jacob’s presentation was also very factual and what you will see moving forward. Once the election is called you will see material that we used in the past no longer being used. David Foster – The map shows a rapid running along a track of Manchaca that the current 803 doesn’t currently run on. Will the 803 now cover a stretch of Manchaca? Jacob – That is correct, the plan is to now go from Slaughter all the way up. Ephraim – On the red line approvals there will be 2 new station, one at the soccer stadium & Broadmoor. Concerned that there may be confusion since the Kramer is moving. Jacob – Correct, the Kramer will be moving forward north after the Soccer station comes in. We have another station at the Broadmoor development closer to the domain. Once the soccer station comes in we will take the Kramer station out of service.

Project Connect Do’s and Don’ts
Kerri Butcher, Chief of Staff/General Council

Kerri – CM has an obligation to inform the public about the service. You are private citizens & have a 1st amendment right to speak on PC or any other issue that is on a ballot. We know you take the role very seriously. My only real caution to you is that if you are speaking on/for/against PC that you are very clear that you are speaking as a private citizen not as someone representing
Capital Metro. David F – There is nothing stopping CSAC from taking a position as a committee? Kerri – That is correct. That is your role as CSAC to take positions and make recommendations to the board.

August System Change
Roberto Gonzalez, Director Service Planning

We have been planning & looking at scenarios since March. Fortunately, since CapRemap when we went to Sunday service we still had a good level of service on the street. We reduced bus service on the street by 20%. Within a week of that we suspended Express service. We have been working with & monitoring what the City of Austin, AISD & UT were doing. UT was our trigger point. They are a major influence with what they will be doing for classes. Class schedules will be spread out from 8 am to 8 pm. When they go into session, students won’t return back to the University after Thanksgiving break. That is something we are taking in consideration as well. We will be doing a partial reinstatement of Fall service. There are some routes we will be doing additional frequency to help with social distancing. Our Weekday will be 5 am to midnight, our Saturday service will be 6 am to midnight. Sunday will stay the same. Routes around UT will be 15 mins or better. Metrorail service will remain the same, M-F, no late nights and no Saturday Service. MetroRapid will resume 10 min service. Currently it is modified Sunday so it’s about every 15 mins. Route 1 will increase to every 20, from every 30 mins. We are not returning all Express routes right now. The 980, 981 and 987 and Night Owls will still be on hold.

Budget Update
Kevin Conlan, Director, Budget Financial Planning

Budget process kicked off in February. Our goal for next years budget is to stay flat to present year budget. We have projected gradual sales tax recovery for this year & remainder of next year. We will meet all of our operational goals. We are projecting $321 million in Revenue and $275.1 million for operating expenses. The majority of our budget on operating side is for contracts to run our services. There will be no fare increase for next year. We have drawn 75% down of CARES Act funding so far and will draw down the rest in August. It has been a huge help for the agency. We are planning to launch 1 new Pickup Zone next year, TBD. There will be a salary freeze for next year & flat staffing levels with no new hires. For Electric buses we are projecting an additional 71 buses over the next 5 years. We have already achieved our service enhancements that we can for bus stop enhancements. We are on track to meet our PTC deadline for December 2020. For 2021 we are planning just over 95 million for capital projects. For 2021 we have over 9 million in capital projects that we have put on hold until we start to see economy recovery. We will publish draft budget online by Aug 24th. Last week of August we will hold online webinars on the budget.

Public Safety Update
Troy Officer, Manager Public Safety

We will look to seek Legislative approval in 2021 to create a CapMetro Police Department. After that we will hire a Police Chief in 2022, have a small CapMetro PD and transition a lot of those officers to non-sworn personnel. They will all have security, safety, customer service and de-
escalation training. It will free up sworn staff to do things we need sworn staff to do. It will also increase our response time. For fiscal year 2021 reallocating 40% or 1.1M to non-sworn safety officer positions. We are looking at different models like San Diego, Denver, BART, and Portland. We will probably have a hybrid model. We have already started our own security dispatch. It allows us to be more efficient of our officers as well as leverage our technology. A week ago we did a soft opening on our customer safety reporting app that we monitor 24/7. Our goal for 2021 is to hire public safety personnel, supervisor and also a community intervention counselor to deal with our homeless or those dealing with mental health issues. David Foster – Have you given thought to any community engagement function beyond CSAC? Troy – This is still very early in the planning stage. Like every Metro project it will go thru the board, all our committees and it will be open. Best time for community input will be when we hire the analyst to see what the department will look like. What we laid out at this point is our desire to roadmap. David Foster – I think it would be good to check in with the community before you get to the road map so they can give some input. They can give some input on some of the qualifications on the people you want to hire. In general, I don’t see anything wrong with this. The officers you have now are they getting paid the same hourly rate they get for APD or overtime rate? Troy – Neither, it is contracted off duty work at a rate that is less than the hourly rate they get from APD that is negotiated & agreed upon. David Foster – When you said it is negotiated, who negotiated it that for them? Troy Officer – In order for officers to work off duty with outside employers, a single contract holder approaches the entity and they agree upon an hourly rate. APD has requirements an employer must meet & CapMetro has requirements the officer must meet. A rate is then negotiated and agreed upon. David Foster – You said something about having your own safety dispatch person in CM now? How did that come about? Troy – All our calls are generated internally from either operator or a dispatcher. Our dispatchers are so busy doing their dispatch for the buses that officers need as much information as possible to find the bus. By having a security dispatcher that is solely focused on getting info from bus operator & relaying it to the closest officer makes it more efficient & safer. David Foster – Who’s property is the bus stops? Troy – You can always call 911 for any incident & I encourage that. The bus stops is the city’s property but controlled by CapMetro. If you’re at the immediate bus stop at an adjacent area it’s controlled by CM. The problem is that people who cause problems know that they just have to go out a certain distance and is out of CM jurisdiction. Anytime you see something like that I encourage you to call 911.

Customer Payment System Update

Jonathan Tanzer, Technology Systems Program Manager

We want to upgrade CapMetro existing system to meet the customer payment vision that have been presented at the board. We want to increase contactless options. An example is with on board validators which will enable future all door boarding. We want to go to fast, easy, and equitable payment options for customers. We worked with our fare systems and strategy consultant to determine our overall customer payment strategy. This was done thru stakeholder meetings where we created a comprehensive analysis and review looking at what peer systems are doing. We looked at two options, a system integrator with a cost of $18-$20 million and take 24 to 36 months to implement. The other option was to upgrade our current system with Bytemark to be and integrate full account-based fare system. The budget was 2.5 to 4 million with a timeframe of 18 to 24 months. We are in the process to integrating the Pickup App with
our CapMetro App. With the upgrades we are doing we will have new features; one is the ability to accept open payments which is contactless payments. The other new feature is the ability to offer a CapMetro virtual card. Asif- In a few months we are expecting to go live with a new feature in mobile app. Customers will be able to load cash into the mobile digital wallet from local stores where they will be able to buy passes using the app. This will provide them with a contactless payment feature. The 2nd key feature will introduce a pilot program for low income customers to do fare capping for single rides. When they hit the price for a monthly pass they will be able to ride for free for the rest of the month. For example, 33 single rides in a month will equal a 31 day pass. The mobile app will keep track of their purchases. Ephraim – With fare capping, some purchase a ticket at 7am & second at 7 pm. When is the 24 hour period kicking off? Asif – It would start at the 7 am ticket.

Sept Meeting
- Remote Meeting still
- Do we want to take a position on what the funding should look like/what we support

Approval of June 2020 Minutes
- BJ Move minutes approved, Second by David S.
- Approved Unanimously. Adjourned at 7:32
TITLE: Access Advisory Committee
Access Advisory Committee
Wednesday, August 5th, 2020
Virtual
5:30 p.m. – 6:35 p.m.

Call to Order:
Chair Chris Prentice, Access Advisory Committee
Chairman Hunt called the meeting to order at 5:35 p.m.

Introductions:
Committee members present were Paul Hunt, Andrew Bernet, Otmar Fohener, John McNabb, Chris Prentice, Audrea Diaz, Glenda Born, and Mike Gorse.

Capital Metro staff and contractors present were: Martin Kareithi, Suzie Edrington, Chris Westbrook, Yannis Banks, Darryl Jamail, Jo Anne Ortiz, Sam Sargent, Ricardo Boulware, Lawrence Deeter, Jonathan Tanzer, Asif Esbani, Patricia Vidaurri, Dave Couch, Kevin Conlan, Troy Officer, Ben Lyons, Rick Medina, Chad Ballentine, Chris Mojica, Raul Vela, Susan Renshaw,

Citizens’ Communication
Members of the public

Glenda Borne – Is there an issue with purchasing tickets & passes? She had to call the store & kept getting an error. They did send her the tickets she wanted but never charged her for it.
Rick – There was a one-time issue with our payment provider. Ben Lyons – We switched processor on July 6th. We think we have fixed it. Glenda – Tried to purchase on 18th, 19th or 20th. Was the switch around then? Ben – No it wasn’t. It should be fine now. Glenda – It wasn’t fine and not sure what happened. Ben – Send me the information & I can look at it and see what was happening. Rick tells Glenda she can also email him if she needs help as well. Mike – Are the links to the Teams meeting being posted to the website? Yannis – The Teams invitation can’t be posted but we do have a phone number.

Project Connect Update
Dave Couch, Program Director, Project Connect

On Friday there will be 4 different resolutions provided. Two are common subject between COA & CapMetro. An ILA for creation for Austin Transit Partnership which will be used for everything that is PC. There is a resolution for City Council to take action on which will be a contract with voters. The other resolution will be from Capital Metro to commit funding that CapMetro is accumulating for expansion. The other piece that Capital Metro will do is go thru the process to receive Federal funding which we are expecting to be 45%. When looking at the concepts of the initial investment package.
Chris – Considering with what’s going on with City Council my concern is what is going to happen with officers who provide security on the system? Dave – There is some initial internal conversations going on but your point is well made. We need to make sure our existing system
stay safe as well as these new portions of our system. Yannis – Darryl Jamail will be presenting on that later on in the meeting. Dave – The total cost of initial investment would be $7.1 billion. Cap Metro would bring a portion, the Feds would bring 45% and the objective of the city is to go forward with the tax rate election. City Council is looking at tax rate increase of 8.5%. What that would mean for individual homeowners, if you have a home value of $325,000 it would mean there would be an annual increase of $270, monthly broken down to $23.70. To do all of this it takes partnerships. The plan is to take Austin Transit Partnership which will be a LGC. A separate legal entity that will be charged with delivery of what is in the initial investment scenario. Chris P – One of the things the advisor committee told the facilitators of meetings when this first started is that it wasn’t a good idea to use the name of the project that was killed years ago by the voters. Let people know this isn’t a rehash of it. Dave – I understand. I’ve been here for about 2 years. From what I understand the previous was individual lines, that didn’t provide benefits of what a system can do. This truly is a regional system. If people have that understanding & it’s looked at that way, they will understand what a benefit it is. Paul – If you do not live in City of Austin will you get to vote on it? Dave – This is a City of Austin tax initiative.

Project Connect Do’s & Don’ts
Sam Sargent, Deputy Chief of Staff

Once council votes to place the tax rate election on the November ballot advocacy versus election state laws goes into effect for our staff. In the law it dictates how public funds can and can’t be used to advocate for or against a ballot measure. Cap Metro employees & Board members will not be allowed to be advocates for the measure once it is called. It does not apply to CapMetro Advisory Committee members but there can be a fine line and perception is everything. The law does not cover our volunteer committees. Staff cannot misstate or misrepresent facts about the ballot measure. Always rely what is on the Project Connect website for up to date, correct information. Feel free to reach out to me, Yannis, Jacob on the rules of the road. Chris – Have the studies been completed on if the tunnel idea is viable, safely done without having issues with flooding & collapsing roads? Sam – Yes, it is deemed to be technically sound & feasible.

August Service Change Update
Lawrence Deeter, Principal Planner, Short Range

Since Remap, going to a Sunday Service isn’t as drastic as other agencies. A lot are running service once an hour, some once every 2 hours. places. We are still at every 15 mins for our heavy routes and every 30 for most remaining routes and a couple routes every 60 minutes. What it shortened was the span of service for our MetroRapid. They went to 15 min frequency. We are currently at about 40% of what we were a year ago. Our biggest partner is UT. When they reopen campus it’s going to cause a big influx. AISD can impact our service as well. We will restore to regular weekday span of service & back to regular Saturday service. UT shuttle & school trippers will be open when the campuses reopen. We will also adjust our running time. Metrorail, flyers & Express will continue at reduced service. Rail and Flyers will stay as they are
and we will include a few more Express routes. Our goal is 50% compacity of our buses. We get reports every morning on how many trips are overloading. Metrorapid will go back to 10 minute frequency. Route 1 is going to be every 20 mins to meet the 50% compacity. Route 7 and 300 will go to every 10 mins. The 300 will do it 7 days a week. It has been one of our busiest routes during the pandemic. The 10 & 20 will go to every 12 mins. UT will spread classes throughout the day to about 8 pm & we will spread frequency throughout the entire day & extend service to about midnight. There will not be on campus finals, so the campus will close again for Thanksgiving so that’ll be the last time UT shuttles run. Routes 980, 981, 987 will be suspended still. Our Nightowls are still suspended. Glenda – What about ACC? Lawrence – For ACC we don’t run any specific service to the campuses. We serve most of the campuses, so they will have service. I don’t believe they made an official announcement yet. Audrea – Want to ask about UT Shuttle. What is the frequency level? Lawrence – They will run pretty much the same frequency all day long. The 670 every 10 & 671 & 672 every 15 minutes. We’re not going to combine the 672 & 671 together in the evening like we use to. Between 8 & midnight the frequency will decrease. Audrea – There won’t be any E-Buses? Lawrence – The E bus is suspended still. Audrea – I know the UT buses get pretty crowded, what is the precaution when it comes to that. Lawrence – Once UT comes in we can’t guarantee the 50% capacity on UT Shuttles. UT is spreading out it’s classes so we will be monitoring the loads. We don’t have enough buses to hit that 50% capacity goal. We are hoping that with the spread-out schedule that it won’t be a problem. Mike – Will ya’ll be placing signs to discourage talking? Lawrence – I don’t think we have no talking signs but that is something that we can look into. We are putting signs up at every bus stop stating that face coverings are required.

Budget Update – 2021 Budget Proposal
Kevin Conlan, Director, Budget Financial Planning

The budget is sound & balanced. Budget goal is to stay flat in expenses to 2020. We’re meeting all of our operating reserve requirements. For next fiscal year we are projecting $321 million in operating revenues next year. For operating expenses, it is $275 million. We are not going to propose a fare increase for 2021. We are expecting fares to remain flat. Freight revenue is remaining strong. Project Connect operating expenses will be moving to ATP in fiscal year 2021. We have budgeted for the continuation of Pickup with the increase of one new zone to be determined. We will publish a draft budget document online by August 24th. We will also hold virtual meetings at the end of August. We will seek final approval from the board on the budget on Sept 28th. Paul – There is work to get a new system for MetroAccess, has that been delayed? Kevin – That is apart of our 5 year plan and it has not been delayed. Chad – In January we will be revisiting that starting that program back up.

Customer Payment System Upgrade
Jonathan Tanzer, Technology Sys Program Manager & Asif Esbani, Program Manager, Financial Systems

With Covid-19 we have updated our vision to have healthier options. We want to increase contactless options for a safer/healthier solution. It will offer fast, easy & equitable options for
our riders. We should be able to provide faster boarding with onboard validators. We met with a fare consultant to help work thru on what system we should model our system after (San Francisco, Dallas, Houston, etc.). We considered 2 options. A System integrator, which would replace our current system and using them to procure an integrated and full account-based fare system. Other option is looking at our current system, Bytemark Fare system to upgrade it to be integrate and offer a full account-based fare system. We look at the cost and time frame. System integrator is $18 – $20 million and take 2-3 years to complete. Bytemark can be done for $2.5 – $4 million and implemented at 18 -24 months plus leveraging investments already made. CapMetro App will be upgraded to include new fare media. Also have a customer web portal where customers can order passes thru a web browser. New features will be open payments. Customers who do not want to have an account will be able to use a credit card to pay on the vehicle. Another feature is smart card. You can have a physical card that will be tied to your account. We are working on an App upgrade that will combine our app with Pickup App. Asif – The mobile app fare capping & reload will be launching this calendar year. It includes two key features. It will allow cash to be uploaded in CapMetro app digital wallet so customers who don’t have credit cards will be able to upload cash at retail partners. The second key aspect is a pilot program for low income customers. We will be deploying fare capping on mobile app. Customer can pay for single fare and build up cash to ride for free for that fare point. Example, 33 single rides in a month would allow a customer to ride for free for the rest of the month. Glenda – You moving away from paper tickets & doing more online & credit card payments is that correct? Jonathan – When it comes to paper passes, they will still be available.

**Strategic Scorecard**

*Patricia Vidaurri, Director Performance and Strategic Initiatives*

Strategic plan performance dashboard, our newest dashboard, will measure our performance against our strategic plan. Our objective here is to provide a tool to measure our performance and adapt our strategy. Within our dashboard we are including all our scorecard elements. Across the top you see Customer Experience, Engaged Workforce, Sustainability and Valued Community Partner. Glenda – When you were talking about staff were you talking about staff overall? Pat – Yes ma’am we were talking about staff as well as our service providers.

**Public Safety Update**

*Darryl Jamail, Director, Security & Emergency Management*

In 2017 we started looking at our plan. We now have 160 part-time APD officers. The challenge is that with the growth of the region it isn’t efficient to hire more officers. What we have come up with is our approach in talking about public safety. One of the first steps is to establish our own Police Department. It would give us a scalable approach cause as we grow it can grow. We will switch from sworn to non-sworn public safety officers. That would be a lot more backend work. In FY 21 we could reallocate 1.1 million to nonsworn public safety officers. Our model will be between the San Diego & Denver models. San Diego has 1 sworn officer (chief) & they leverage technology. Denver is similar with only 13 sworn officers. In FY 20 we’ve already started public safety dispatch. Those dispatchers are monitoring are cameras in the system.
We’ve rolled out a customer suspicious activity reporting app. In fiscal year 21 we will hire public safety personnel as well as community intervention counselor. We would need to go to the Legislator to change some code to give us the same authority that VIA & Houston Metro have to have a larger jurisdiction for our officers. In 2022 hire a police chief so that he or she can start to hire public safety officers. Glenda – When you talk about hiring the Chief, would they be responsible for the non-sworn & will they all be trained in non-violent ways of dealing with issues that involves police activity. Darryl – The answer to the 1st is that’s one of the things we’ll do with a consultant is look at how public safety would be structured. Would the Chief be over the non-police employees or not. Currently we have an APD commander that does our scheduling. The 2nd answer is yes, all employees/officers will be trained in de-escalation techniques and managing difficult situations. If it’s a violation of riding rule, police cannot enforce that. It’s a policy not a law. It’s more in the line of the non-police employees that will be dealing with those issues. Mike – Sounds like something that’s needed but what effect will this have on the budget. Darryl – The way it is planned in the budget, it is budget neutral. Chris – Will the public safety folks be armed? Darryl – They will not be armed. They will have what the road supervisors have now. If there is a threat of violence, we will send in a police officer.

Approval of Minutes

Paul – Approve June & July minutes. Glenda Second passed unanimously.
Board of Directors

Approval of minutes from the July 20, 2020 board meeting.

Approval of minutes from the July 20, 2020 board meeting.
I. Recognition

Chair Cooper first led a moment of recognition for two Capital Metro colleagues who recently lost their lives to COVID-19.

Chair Cooper then acknowledged that earlier in July, Capital Metro celebrated the 35th anniversary of its founding. He then led the board through a presentation with photos of each of the employees who were around at that time and are still with the agency today, and ended it by leading a round of applause in recognition of that achievement.

II. Public Comment:

There were no public comments this month.

III. Advisory Committee Updates:

1. Customer Service Advisory Committee (CSAC)

Yannis Banks, Community Involvement Specialist, presented the report.

This month the CSAC heard updates on progress on the Red Line improvements; an update on the Good Hands program, and a Project Connect update.

2. Access Advisory Committee

Yannis Banks, Community Involvement Specialist, presented the report.

This month the committee heard about the agency’s plans for the 30th anniversary of the Americans with Disabilities Act; an presentation on options for a new wheelchair securement system on our vehicles; and a Project Connect update.

IV. Board Committee Updates:

1. Operations, Planning and Safety Committee

Chair Travillion gave the update.

This month the OPS Committee met on the July 15th, and placed 2 items on the consent agenda for today. They also heard updates on the Proposed FY 2021 budget and had a presentation on security and emergency management.

V. Consent Items
RESULT: ADOPTED [UNANIMOUS]
MOVER: Jeffrey Travillion, Board Member
SECONDER: Eric Stratton, Board Secretary
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

1. Approval of minutes from the June 10th, 2020 and June 22, 2020 board meetings.

2. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a one-year contract extension with MTM Inc. in an amount not to exceed $339,971 for continued administration of functional assessments for the MetroAccess Eligibility Department.

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Luminator Technology Group to purchase vehicle video systems for 272 revenue vehicles over an 18-month term, in an amount not to exceed $2,968,870.

VI. Action Items:

1. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Weaver and Tidwell LLP for Quadrennial Performance Audit services for a period of one hundred and eighty calendar days in an amount not to exceed $180,610.

Vice President of Internal Audit Terry Follmer presented this item.

Texas Transportation Code requires the agency to undergo a quadrennial review every four years, and an independent, third-part consulting firm is required to perform this review. We expect the firm to complete this review towards the end of 2020 or beginning of 2021, and we expect to be ready to present it to the board in February, 2021.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Mitchell, Board Member
SECONDER: Sabino Renteria, Board Member
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

2. Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Austin Community College for student and employee transit passes that establishes a pay-per-ride arrangement for paratransit, rail and fixed-route bus services for the months of June 2020 through December 2020 and that establishes, for the months of January 2021 through August 2021, a flat-fee for paratransit, rail and fixed-route bus services of $36,215 per month.

CFO Reinet Marneweck presented this item.

This agreement has a success to date, and in the year that ended FY 2019, ACC ridership was up by 20%. This extension includes accommodations due to the COVID-19 pandemic, which would waive invoicing for rides taken during the period of free fares in April and May, and establish a pay-per-ride arrangement from the period June to December, 2020 due to lower ridership. The terms of the agreement would go back to the previous terms beginning in January, 2021.

Chair Cooper gave kudos the team for continuing this valuable relationship with ACC.
RESULT: ADOPTED [UNANIMOUS]
MOVER: Ann Kitchen, Board Member
SECONDER: Jeffrey Travillion, Board Member
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

3. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with KPMG, LLP for Enterprise Resource Planning (ERP) Consulting services for a base period of one year and one twenty-four-month option period in an amount not to exceed $2,381,291.

CFO Reinet Marneweck presented this item.

Capital Metro currently uses Microsoft Dynamics AX 2012 as our ERP system, but this is no longer being actively updated by the vendor. Staff does not have the expertise to guide the process of selecting a replacement for this mission-critical system. This consultant would help guide the agency through the selection and implementation process.

Board Member Renteria asked about the lifespan of software systems such as these. Reinet replied that it can be nearly indefinite if you choose the right system and perform the relevant updates along the way.

Board Member Stratton asked about the overall costs of ERP systems and budget timing. Reinet replied that for an agency of our size the costs could range anywhere from $2 to $6 million. We hope that this consultant will help us identify the best fit for our agency.

Board Member Travillion asked about the options of migrating our current system to one of the more current cloud-based systems. Reinet pointed out that we have been told that migrating to the Microsoft cloud-based system would likely cost as much as the purchase of a new system. There are also deficiencies in the current system that we hope a new system will address.

Board Member Travillion asked if the board could be kept updated on the direction that the project is headed. Reinet agreed that she would update the board after the alternative analysis is performed.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Jeffrey Travillion, Board Member
SECONDER: Sabino Renteria, Board Member
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

4. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Bytemark, Inc. to upgrade Capital Metro’s existing fare systems, with a 21% contingency, in an amount not to exceed $6,021,346.

CFO Reinet Marneweck presented this item.

Reinet gave a presentation outlining the agency's vision for a future customer payment system and the public engagement that has taken place to date on this topic. She also walked through the analysis of alternatives that was performed and how this upgrade would work within our existing systems. Over time the agency will be moving from a ticket validation system to an account-based system, with accounts stored on a variety of devices or media. She walked through the phases that would lead to a eventual account-based system.

Board Member Stratton asked for clarification on the approach behind not using a integrated system for this transition. Reinet explained that we are proceeding in a way that will lower our costs and allow for excellent flexibility and scalability in the future.
Vice Chair Garza asked whether these systems would ever replace the ability to use cash for payment in future. Reinet replied that no, there would likely always be an option to pay with cash. Ideally we would like to minimize the use of cash, but it would not be eliminated. Board Member Travillion agreed on the importance of not cutting out parts of our community who might not be technologically savvy or who are un-banked.

President Clarke extended his thanks to staff members who have helped bring this upgrade forward over the last two years.

RESULT:       ADOPTED [UNANIMOUS]
MOVER:       Eric Stratton, Board Secretary
SECONDER:    Sabino Renteria, Board Member
AYES:        Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

5. Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a Development Agreement with Broadmoor Austin Associates, a Texas general partnership (Developer) for the Transit Facilities and Related Improvements at the Broadmoor Development property in an amount not to exceed $____________.

This item was pulled and will brought forward at the August board meeting.

RESULT:       TABLED

6. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute an Interlocal Agreement between Capital Metro and the City of Austin to co-invest in and co-manage the Austin Bikeshare program for a four (4) year term with three (3) one-year options in an amount not to exceed $2,250,000.

Vice President of Demand Response and Innovative Mobility Chad Ballentine presented this item.

Chad gave a brief presentation outlining the terms of the arrangement with the City of Austin to manage the program. The system would be overseen by a 5-member Oversight Committee. Rebranding is expected to occur prior to a relaunch later this year. There is also a planned expansion of the service area.

Board Member Kitchen commented that she hopes the expansion areas will include new areas of the city that have not been previously covered. Chad replied that there has been coordination to include transit corridors and underserved populations. Board Member Kitchen said that she would like further updates as these new areas are considered. She hopes that some aspect of the current B-Cycle branding can be retained.

Board Member Renteria commented how pleased he is with this partnership. He is an e-biker himself, and believes this program will be a success. Board Member Stratton echoed his comments, and said he would welcome the time when expansion might include areas near his home in Northwest Austin.
RESULT: ADOPTED [7 TO 1]
MOVER: Ann Kitchen, Board Member
SECONDER: Terry Mitchell, Board Member
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton
NAYS: Hill

7. Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Center for Transportation and the Environment (CTE) for technical assistance in support of electric bus implementation at Capital Metro and the FTA No and Low Emission Bus Grant awarded to Capital Metro in 2019 for a term ending September 30, 2021 with two (1) one-year options in an amount not to exceed $169,691.

Capital Metro's Sustainability Officer Rob Borowski presented this item.

Portions of the grants that Capital Metro received for electric buses from the Federal Transit Administration (FTA) are reserved for technical assistance. Capital Metro was able to name both a vehicle provider (New Flyer) and a technical assistance provider in these grants. The technical assistance partner is the Center for Transportation and the Environment (CTE). CTE will perform three main tasks under this contract -- look at charging infrastructure alternatives; assess and plan for electric vehicle fleet deployment and expansion; and the creation of metrics and evaluation tools for the deployment.

Board Member Stratton asked if technical assistance was a prerequisite to receive these grants. Rob replied that it was a recommended step in the process, but not a prerequisite. Board Member Stratton asked what the ramifications would be if the board did not approve this contract, if the grant award would be withdrawn. Rob responded that if the contract was not approved, the agency would not be able to go forward with the grant, or we would have to re-negotiate with the FTA.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Terry Mitchell, Board Member
SECONDER: Delia Garza, Vice Chair
AYES: Mitchell, Cooper, Garza, Kitchen, Renteria, Travillion, Stratton, Hill

VII. Presentations:

1. FY 2021 Budget Update

CFO Reinet Marneweck presented this item.

Reinet presented an overview of the FY 2021 budget, including the budget development calendar and comparison with the current year. She also explained the effects of the expected move of Project Connect's expenses to the Austin Transit Partnership. She also presented the updated 5-Year Capital Plan, summarized the electric bus, fare collection, and downtown station initiatives, and reviewed reserve balances. She also discussed the impact of the COVID-19 pandemic on Capital Metro's finances.

2. Pandemic Recovery and Improvement Plan Update

Executive Vice President of Planning and Development Sharmila Mukherjee gave the presentation.

Sharmila summarized the agency's response to the pandemic, including the service adjustments that will serve as this year's August Service change. She reviewed efforts to protect customers, operators and staff as well as current ridership trends. The agency is using daily boarding data and prior-year trends to make decisions about restoration of service levels for the fall. She walked through some of the possible restoration scenarios but emphasized the need to remain agile as we move toward
making the final changes. The agency has recently launched a special area of the website with a dashboard and other information on the changes due to COVID.

In response to a question from Chair Cooper, Sharmila discussed the current Federal Transit Administration guidance on service changes. Due to the pandemic, FTA is currently not requiring board approvals and public hearings for service adjustments.

3. Diversity, Inclusion and Equity Program Plan Update

Executive Vice President of Administration and Diversity and Inclusion Officer Donna Simmons gave the presentation.

Donna relayed a short story about her own experiences with segregation growing up in Virginia in the mid-1970s as her introduction into this important topic. She reviewed the Capital Metro guiding principles and emphasized that diversity and inclusion is a big part of them. She outlined an initiative to create a diversity, equity and inclusion council for the agency, which would also include members of the community. She also gave statistics on the diversity of Capital Metro and its contractors, and reviewed recent metrics for the agency in working with DBE/SBE contractors and subcontractors.

Board Member Travillion thanked Donna and emphasized the importance of these efforts in ensuring that Capital Metro remains a leader in this space. Board Member Stratton followed with a question about coordination with the City of Austin on these efforts. He also emphasized the importance of including physical disability as an equity issue.

VIII. Reports:

1. President’s Report

President Clarke presented his monthly report. He thanked the staff for their recent efforts on the initiatives presented today and gave kudos for all the hard work recently. He highlighted next week’s joint board/City Council meeting and outlined the next steps on Project Connect. Finally he recognized Government Relations intern Jordan McGee on being awarded an academic scholarship from the American Public Transportation Association to continue her studies at UT.

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

Section 551.071 for consultation with an attorney for legal advice related to local government corporations

Into executive session: 1:31 p.m.
Out: 2:12 p.m.

X. Items for Future Discussion:

XI. 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: Wade Cooper, Chair; Delia Garza, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Troy Hill; Ann Kitchen, Jeffrey Travillion and Pio Renteria.

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.
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with RSM US LLP for External Auditing services for a base period of three (3) years and two (2) one-year option periods, plus optional services, in an amount not to exceed $1,269,774.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with RSM US LLP for External Auditing services for a base period of three (3) years and two (2) one-year option periods, plus optional services, in an amount not to exceed $1,269,774.

FISCAL IMPACT
Funding for this action is available in the FY2020 Operating Budget. Funding for future years is contingent upon approval of the Operating Budget by the Board of Directors.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Customer Experience
3. Sustainability

Strategic Objectives:
1.2 Continuous Improvement
3.1 Resource Optimization

EXPLANATION OF STRATEGIC ALIGNMENT: Completion of an annual financial audit by an independent, qualified firm helps to ensure the reporting of accurate financial information that is needed for sound financial decision making.

BUSINESS CASE: The annual financial audit process includes a report on internal controls, which informs the Board of Directors and management about areas of the organization that could benefit from improvements in procedures and processes.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval by the Finance, Audit and Administration Committee on August 12, 2020.

EXECUTIVE SUMMARY: This contract is for professional auditing services for Capital Metro’s comprehensive annual financial report (CAFR), single audit report, and other services. The single audit culminates in a report on compliance and internal control over federal financial assistance programs in accordance with guidance published by the U.S. Office of Management and Budget. Other services include an audit of the financial statements of Capital Metro’s retirement plans, the application of agreed-upon procedures related to compliance with the Public Funds Investment Act. In the event that the Board of Directors approves major capital improvements that require the issuance of debt, the scope of work includes a provision for a review of the interim financial statements preceding each debt issuance, as well as reviews of official statements issued for any type of debt, if needed.

The original term of the contract is 36 months for the audits of fiscal years ending September 30, 2020, 2021 and 2022.
DBE/SBE PARTICIPATION:
No SBE goal is assigned to this solicitation due to low availability of certified SBE firms in relevant work areas (NAICS Codes): Accounting Services (541219) and Certified Public Accounting Services (541211). However, the prime contractor has committed to using the following SBE subcontractor.

<table>
<thead>
<tr>
<th>SBE Subcontractor</th>
<th>Race/Gender</th>
<th>Services/Products</th>
<th>SBE Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montemayor Britton Bender PC Austin, TX</td>
<td>Hispanic Male</td>
<td>Auditing Services</td>
<td>10%</td>
</tr>
</tbody>
</table>

PROCUREMENT: On April 21, 2020, a Request for Proposals was issued and formally advertised. By the closing date of May 21, 2020, six proposals were received. The evaluation team used the following factors in the evaluation of proposals:

(1) The offeror’s demonstrated technical background, past performance and relevant work experience on projects of a similar size, scope, complexity and nature.

(2) Qualifications, experience, and capabilities of the proposed project personnel, and any subcontractors, on projects of a similar size, scope, complexity and nature.

(3) The methodology and quality of the work plan for the performance of the work by the offeror.

The proposal from RSM US LLP was determined to be the best value to the Authority, price and other factors considered. The contract is a fixed price contract. The term of the Contract is three (3) years, with two (2) one-year option periods, plus optional services, for pricing offered as follows.

<table>
<thead>
<tr>
<th>Base Period: Years 1 - 3</th>
<th>$667,226</th>
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<tbody>
<tr>
<td>Option Periods: Years 4 - 5</td>
<td>$471,330</td>
</tr>
<tr>
<td><strong>Sub-Total Base + Option Periods</strong></td>
<td><strong>$1,138,556</strong></td>
</tr>
<tr>
<td>Optional Services</td>
<td>$131,218</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$1,269,774</strong></td>
</tr>
</tbody>
</table>

RESPONSIBLE DEPARTMENT: Finance
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1226)
External Auditing Services Contract

WHEREAS, the Board of Directors and Capital Metro management recognize the need to obtain professional auditing services.

NOW THEREFORE BE IT RESOLVED, by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a contract with RSM US LLP for professional auditing services for a three-year period with two (2) one-year extension options in a total amount not to exceed $1,269,774.

________________________
Date: ______________________

Secretary of the Board
Eric Stratton
Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with the city of Lago Vista for transit passes with a validity of one year from September 1, 2020 to August 31, 2021, and with two optional one-year extensions.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to execute an Interlocal Agreement (ILA) with the city of Lago Vista for transit passes with a validity of one year from September 1, 2020 to August 31, 2021, and with two optional one-year extensions.

FISCAL IMPACT
Refer to executive summary for clarification.

STRATEGIC PLAN:
Strategic Goal Alignment:
4. Valued Community Partner

Strategic Objectives:
4.3 Value of Transit

EXPLANATION OF STRATEGIC ALIGNMENT:
The ILA with the city of Lago Vista will create a strong partnership that supports Capital Metro’s mission and vision. The ILA has the potential to increase ridership on Capital Metro services and increase revenue.

BUSINESS CASE:
The proposed ILA will help establish a strong partnership with the city of Lago Vista that supports Capital Metro’s strategic objectives. The ILA will allow the city of Lago Vista to become a re-seller of Capital Metro's transit passes, thereby supporting Capital Metro’s efforts to implement Pick Up service in Lago Vista. The ILA has the potential to increase the usage of our services by residents of Lago Vista.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Finance, Audit and Administration Committee on August 12, 2020.

EXECUTIVE SUMMARY:
As part of Capital Metro’s desire to build strong community partnerships that further Capital Metro’s mission and vision and as part of Capital Metro’s and the city of Lago Vista's continued joint effort to promote sustainability through transportation alternatives, this resolution allows execution of an ILA that establishes a transit pass reseller arrangement with the city of Lago Vista with a validity of one year from September 1, 2020 to August 31, 2021, and with two optional one-year extensions.
DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1290)
Lago Vista Interlocal Agreement for Transit Passes

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to build ridership and increase market share of alternate transit use.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to execute an Interlocal Agreement (ILA) with the city of Lago Vista for transit passes with a validity of one year from September 1, 2020 to August 31, 2021, and with two optional one-year extensions.

________________________
Date: _____________________
Secretary of the Board
Eric Stratton
INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE CITY OF LAGO VISTA

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“Capital Metro”) and the City of Lago Vista, a home-rule municipality (“City”). Capital Metro and the City are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS

1. The Parties recognize the importance of a regional mobility system and would like to encourage access to public transportation within the City.
2. The Parties now desire to enter into a mutually beneficial agreement for the City’s purchase of Capital Metro’s transit service passes for sale or distribution to the general public.
3. The Parties' execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

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

AGREEMENT

1. Right to Purchase and Resale. Capital Metro grants the City the non-exclusive and non-assignable right to resell all types of passes for bus, rail and other transit services (the “Services”) currently provided by Capital Metro for sale or distribution to the general public in accordance with the terms and conditions of this Agreement (collectively “Transit Passes”). The Services include, but are not limited to:
   a. Local Services, which consist of MetroBus, UT Shuttle, MetroRapid and High-Frequency Routes, and Pickup;
   b. Commuter Services, which consist of Local Services, MetroExpress Routes and MetroRail; and
   c. MetroAccess, which is shared-ride paratransit service for registered customers with disabilities.

2. Resale Prices. The City may not markup resale prices of the Transit Passes above the current retail fares and may not sell Transit Passes at lower than current retail fares.

3. Resale Customers. The City may sell the Transit Passes to the general public, with the exception of Transit Passes which may only be sold to registered MetroAccess customers, as evidenced by MetroAccess identification cards.
4. **Purchase Process.** The City will contact the Capital Metro Transit Store by phone (512-389-7454) or email (TransitStore@capmetro.org) to order the number and type of Transit Passes needed by the City. Within three (3) business days of the request, Capital Metro will deliver the requested Transit Passes to the City at the following address:

   City of Lago Vista  
   Attn: Nichole Navarro  
   5803 Thunderbird  
   Lago Vista, TX 78645

The City will provide Capital Metro with written notice of any changes to the above address. Upon delivery of the Transit Passes, the City shall solely bear the risk of any loss of the Transit Passes, including but not limited to, any Transit Passes that are accidentally destroyed, damaged, stolen, whether such loss was through negligence, accident the result of a casualty loss, or are otherwise rendered un-salable or any losses resulting from theft by third parties.

5. **Pass Prices, Invoicing and Payment.**

   a. **Pass Prices.** Capital Metro will charge the City for Transit Passes at rates that are five (5%) discounted off the current retail fares of the Transit Passes.

   b. **Invoices.** Capital Metro will submit monthly invoices to the City for the Transit Passes delivered in the previous month. Invoices shall be sent to the below address:

   City of Lago Vista  
   Attn: Nichole Navarro  
   5803 Thunderbird  
   Lago Vista, TX 78645

   The City will provide Capital Metro with written notice of any changes to the above address.

   c. **Payment.**

      i. The City’s payments to Capital Metro for Transit Passes will be made in accordance with, and otherwise subject to, Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act).

      ii. This Agreement is dependent upon the availability of City funding. City’s payment obligations are payable only from current funds appropriated and available for the Agreement. City will provide City written notice if it fails to appropriate funds to pay the amounts due under this Agreement. City will also notify City as soon as practicable if there is a reduction of the appropriated funds necessary for City to perform under this Agreement.

6. **Term and Termination.** The term of this Agreement will commence on September 1, 2020 (“Effective Date”) and will remain in effect through August 31, 2021 (“Term”). The Parties may extend the Term by mutually written agreement for up to two (2) additional twelve (12)-month option extension periods. Either Party may terminate this Agreement, in whole or part, without cause, upon thirty (30) days’ prior written notice.
7. General Terms and Conditions

a. Amendment. This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties. The City’s City Manager and the Capital Metro President & CEO will have the authority to negotiate and execute amendments to this Agreement without further action from City or action from the Capital Metro Board of Directors, but only to the extent necessary to implement and further the clear intent of the respective City and Capital Metro Board of Directors’ approval, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

b. Maintenance of Records. Capital Metro and City will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.

c. Disputes. The Parties will make every possible attempt to resolve, in an amicable manner, all disputes between the Parties concerning the interpretation of this Agreement. City will submit written notice of any claim of breach of contract under this Agreement to Capital Metro, who will examine City’s claim and any counterclaim and negotiate with City in an effort to resolve the claim.

d. Liability. TO EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE NEGLIGENCE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT.

e. Force Majeure. Except as otherwise provided, neither Party is liable for any delay in, or failure of performance, or a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, or the common enemy, or the result of war, riot, civil corruption, sovereign conduct, strikes, fires, explosions or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

f. Texas Public Information Act. It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code (“Texas Public Information Act”) and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of
the other Party. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this Agreement.

g. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.

h. **Successors and Assigns.** This Agreement may not be assigned, in whole or in part, by either Party without prior written consent of the other Party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors (if any).

i. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.

j. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.

k. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever or no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all provisions of this Agreement, which will remain of full force and effect.

l. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.

m. **Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Either Party may change its address for notice by written notice to the other Party.

City : City of Lago Vista  
Attn: City Manager  
5803 Thunderbird  
Lago Vista, TX 78645

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

n. **Sovereign Immunity.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.

o. **Publicity Releases.** All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Agreement which the City desires to make for
the purposes of publication in whole or in part, shall be subject to approval by Capital Metro prior to release.

p. **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.

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

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

Capital Metropolitan Transportation Authority

By: _________________________
Name: _______________________
Title: _______________________
Signature Date: ________________

City of Lago Vista

By: _______________________
Name: Joshua W. Ray
Title: City Manager
Signature Date: 27 July 2020
Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2020, to September 30, 2021.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to extend an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2020, to September 30, 2021.

FISCAL IMPACT
Refer to executive summary for clarification.

STRATEGIC PLAN:
Strategic Goal Alignment:
4. Valued Community Partner

Strategic Objectives:
4.3 Value of Transit

EXPLANATION OF STRATEGIC ALIGNMENT:
Extension of the ILA with Travis County will maintain a strong partnership that supports Capital Metro's mission and vision. The ILA extension has the potential to increase ridership on Capital Metro services and increase revenue.

BUSINESS CASE:
The ILA has helped establish a strong partnership with Travis County that supports Capital Metro’s strategic objectives. The proposed ILA extension will maintain this relationship. The ILA has been well utilized by Travis County employees, and the proposed extension has the potential to increase the usage of our services by Travis County employees.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Finance, Audit and Administration Committee meeting on August 12, 2020.

EXECUTIVE SUMMARY:
As part of Capital Metro’s desire to build strong community partnerships that further Capital Metro’s mission and vision and as part of Capital Metro’s and Travis County’s continued joint effort to promote sustainability through transportation alternatives, this agreement is an extension of an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2020, to September 30, 2021. This extension is the second of three, one-year, optional extensions allowed under the ILA.
DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Finance
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1288)
Travis County Interlocal Agreement Extension

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

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to build ridership and increase market share of alternate transit use.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to execute an extension of an Interlocal Agreement (ILA) with Travis County for employee transit passes for a period of one year from October 1, 2020, to September 30, 2021.

________________________
Date: _____________________
Secretary of the Board
Eric Stratton
AMENDMENT NO. 3 TO THE INTERLOCAL AGREEMENT
BETWEEN
TRAVIS COUNTY AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR EMPLOYEE TRANSIT SERVICES

This Amendment No. 3 to the Interlocal Agreement for Employee Transit Services ("Amendment") is entered into by and between Travis County, Texas ("Travis County"), a political subdivision of the State of Texas, and Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code. Capital Metro and Travis County are referred to in this Amendment collectively referred the "Parties" and individually as a "Party".

I. Recitals

1. The Parties entered into that certain Interlocal Agreement for Employee Transit Services dated effective September 26, 2018 under which Capital Metro provides transit services to employees of Travis County (as amended, the "Interlocal Agreement").

2. Article III.1 of the Interlocal Agreement provides the term of the Interlocal Agreement (the "Term") will initially remain in effect until September 30, 2019 and may be extended for up to three additional 12-month optional renewals.

3. Pursuant to that certain Amendment No. 1 to the Interlocal Agreement, dated effective September 3, 2019, the term of the Interlocal Agreement was extended through September 30, 2020.

4. The Parties desire to extend the Term for another twelve-month (12-month) renewal period, from October 1, 2020 to September 30, 2021.

In consideration of mutual covenants and agreements contained herein, the Parties agree to amend the Interlocal Agreement as evidenced by the signatures of their respective authorized representatives.

II. Agreement

1. Article III.1 of the Interlocal Agreement provides that all optional renewals and extensions are subject to the review and approval of the Capital Metro Board of Directors and the Travis County Commissioners Court. Pursuant to Article III.1 of the Interlocal Agreement, the Parties hereby agree to renew the Interlocal Agreement for an additional 12-month period from October 1, 2020 through September 30, 2021.

2. The terms of this Amendment are in addition to, and construed together with, the terms of the Interlocal Agreement. In the event of conflict in any language in the Interlocal Agreement and this Amendment, the language in this Amendment will control.

3. Capitalized items used in this Amendment and not otherwise defined have the meanings assigned to them in the Interlocal Agreement.

4. This Amendment may be executed by the Parties in one or more counterparts, each of which shall be considered one and the same Amendment. Signatures transmitted electronically by e-mail in a "PDF" format, by DocuSign or similar e-signature service shall have the same force and effect as original signatures in this Amendment.

[Signatures on following page]
IN WITNESS WHEREOF, this Amendment has been signed by an authorized representative of each Party, to be effective as of the last signature date below.

Capital Metropolitan Transportation Authority
By: __________________________
   Reinet Marneweck
   Chief Financial Officer

Date: __________________________

Approved as to form:
By: __________________________
   CMTA Legal

Travis County, Texas
By: __________________________
   Samuel T. Biscoe
   Travis County Judge

Date: __________________________
Approval of a resolution authorizing the President & CEO, or his designee, to approve and execute a one-year contract extension with UnitedHealthcare in an amount not to exceed $692,772 for continued administration of third party administration services and stop loss insurance for the Capital Metro self-insurance health and dental plans.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to approve and execute a one-year contract extension with UnitedHealthcare in an amount not to exceed $692,772 for continued administration of third party administration services and stop loss insurance for the Capital Metro self-insurance health and dental plans.

FISCAL IMPACT
Funding for this action is available in the FY2021 Operating Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
2. Engaged Workforce

Strategic Objectives:
2.1 Be An Employer of Choice

EXPLANATION OF STRATEGIC ALIGNMENT:
Providing high quality and competitive benefit services enables Capital Metro to provide benefit programs that will attract and retain the type of employees needed to meet our strategic goals.

BUSINESS CASE:
The current 6-year (3 base + 3 option years) contract for Health Plan Administrative Services is set to expire on December 31, 2020. As we are in the midst of the healthcare crisis related to COVID-19, we are requesting a one-year extension. Attempting to procure a contract for administration of third party administration services and stop loss insurance for self-insurance health and dental plans would produce limited and potentially costly bids during this current healthcare crisis.

COMMITTEE RECOMMENDATION:
This agenda item was presented and recommended for approval at the Finance, Audit and Administration Committee meeting on August 12, 2020.

EXECUTIVE SUMMARY:
The Health Plan Administrative Services contract includes the following services to provide benefit plan coverage and/or administration for the health and dental plans for Capital Metro employees:
Medical Plan Administration
Medical Plan PPO Network of Providers
Dental Plan Administration
Flexible Spending Account Administration
Health Savings Account Administration
DBE/SBE PARTICIPATION:
No SBE Goal was assigned to this procurement due to limited subcontracting opportunity.

PROCUREMENT:
On July 28, 2014, Capital Metro awarded a contract to UnitedHealthcare in the amount of $3,173,651 following approval by the Board of Directors for a base contract of three years with three one-year options. The contract for these services will expire on December 31, 2020. Capital Metro reached out to the contractor for a proposal to continue the existing services for another one-year term. The contractor provided a price proposal for the 2021 plan year which reflected a reduction in administrative fees from the current plan year, not inclusive of stop loss coverage, which is anticipated to be determined by September 2020. Capital Metro is requesting to add $692,772, which includes the estimated stop loss coverage. Following approval by the Board of Directors, Capital Metro will modify the contract to incorporate this amount and to extend the contract through December 31, 2021.

RESPONSIBLE DEPARTMENT: Human Resources
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1289)
Health Plan Administrative Services Modification Approval

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to continue providing health and dental benefits to employees; and

WHEREAS, The Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize that self-insurance has proven to be a more cost-effective approach to providing health and dental benefits; and

WHEREAS, the COVID-19 pandemic has prevented staff from procuring a replacement contract for third party administration services and stop loss insurance for the 2021 plan year.

NOW, THEREFORE, BE IT RESOLVED by the Capital Metropolitan Transportation Authority Board of Directors that the President & CEO, or his designee, is authorized to finalize and execute a one-year contract extension with UnitedHealthcare in an amount not to exceed $692,772 for continued administration of third party administration services and stop loss insurance for the Capital Metro self-insurance health and dental plans.

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
Approval of an interlocal agreement for creation of a joint local government corporation with the City of Austin to implement Project Connect.
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1296)
Interlocal Agreement for Creation of a Joint
Local Government Corporation with the City of Austin

WHEREAS, the Texas Transportation Corporation Act, Chapter 431 and the Texas Transportation Code (the “Act”), and Chapter 394 of the Texas Local Government Code (“Chapter 394”) authorize the creation of a joint local government corporation (“LGC”) to aid and act on behalf of local governments to accomplish a governmental purpose of the local governments; and

WHEREAS, the City Council of the City of Austin, Texas (“City Council”) and the Capital Metropolitan Transportation Authority Board of Directors (“Capital Metro Board”) have determined that Austin is unable to meet growing demands for safe, reliable and efficient transportation, and that the lack of a complete transit system results in increased traffic congestion, increased travel time, and limits access to jobs, schools, and hospitals for people in our community; and

WHEREAS, the City Council and the Capital Metro Board recognize the benefits of a high capacity transit system and equitable transit-oriented development and determined that implementation of Project Connect will create an integrated transit system that eases traffic, creates jobs, improves the environment, acquires land for affordable housing, and better connects people in our community; and

WHEREAS, the City Council and the Capital Metro Board recognize that the funds dedicated for the implementation of the Plan should be held, and the associated projects should be implemented, by an independent Joint Local Government Corporation with the authority to finance, design, engineer, construct, implement and contract with Capital Metro to, operate and maintain the project approved under Project Connect; and

WHEREAS, the City Council and the Capital Metro Board wish to memorialize their agreement regarding the initial roles and responsibilities to create an LGC in order to
implement Project Connect under the authority granted in "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

NOW THEREFORE BE IT RESOLVED that the recitals of facts contained in the preamble of this Resolution are found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

BE IT FURTHER RESOLVED that the Capital Metro Board of Directors authorizes the President & CEO to finalize and execute an Interlocal Agreement with the City of Austin for the creation of the Austin Transit Partnership Joint Local Government Corporation, establishing initial roles and responsibilities and directing future agreements for the implementation of Project Connect.

________________________

Date: August 24, 2020

Secretary of the Board
Eric Stratton
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR CREATION OF A LOCAL GOVERNMENT CORPORATION

This Interlocal Agreement ("Agreement") is entered into between the City of Austin, a Texas (the "City"), and Capital Metropolitan Transportation Authority ("Capital Metro"), a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, each a "Party" and collectively referred to within this Agreement as the "Parties".

RECITALS

The City and Capital Metro have determined that Austin is unable to meet growing demands for safe, reliable and efficient transportation, and that the lack of a complete transit system results in increased traffic congestion, increased travel time, and limits access to jobs, schools, educational opportunities, hospitals, and healthcare for people in our community;

The City Council and the Capital Metro Board have recognized the benefits of a high capacity transit system and transit-oriented development and determined that implementation of the Project Connect System Plan ("Project Connect") will create an integrated transit system that eases traffic, creates jobs, improves the environment, and better connects people in our community;

The City Council and the Capital Metro Board have recognized that though the Project Connect System Plan will benefit all persons visiting, living, and working in Austin, as well as our local businesses, it is the residents, homeowners, renters, and businesses within the City’s taxing jurisdiction that will bear the costs of implementing Project Connect, except for parts contributed through Federal transit programs and other non-tax related funding sources;

To address these growing demands Capital Metro adopted Project Connect by Capital Metro Resolution AI-2020-1273 on June 10, 2020 and the City formally supported Project Connect by City Resolution 20200610-02 on June 10, 2020;

The City and Capital Metro have further determined that Project Connect, which includes $300 million for transit-supportive anti-displacement strategies related to the implementation of Project Connect, should be funded through a funding and investment strategy approved by the City on July 27, 2020 (Resolution No. 20200727-002), Capital Metro funding sources, and federal grant revenue;

The City and Capital Metro have further determined, with community and stakeholder input, that the funds dedicated for the implementation of Project Connect should be held, and the associated projects should be implemented, by a Joint Local Government Corporation ("Joint LGC") with the authority to finance, design, build, implement, and contract with Capital Metro to operate and maintain assets funded by the Joint LGC; and

The City and Capital Metro have further determined that the Joint LGC should be authorized to implement Project Connect in a manner independent of the City or Capital Metro; and

The City and Capital Metro have properly authorized their agreement in accordance with Tex. Gov’t Code Sec. 791.011(d)(1) and desire to memorialize their agreement regarding
the creation of a Joint LGC, Articles of Incorporation [Exhibit A], Bylaws [Exhibit B] and their independent responsibilities and obligations to the Joint LGC in order to finance, design, build, implement and contract with Capital Metro to operate and maintain assets funded by the Joint LGC. The Parties are authorized to enter into this Agreement through the Texas Constitution, Article 3, Section 64, “The Texas Transportation Corporation Act,” Tex. Transp. Code, Chapter 431, and "The Interlocal Cooperation Act," Tex. Gov't. Code, Chapter 791.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is acknowledged, the Parties agree to the terms and conditions stated in this Agreement as follows:

SECTION 1. DEFINITIONS

1.1 Terms Defined. In this Agreement, in addition to the terms defined in the preamble to this Agreement, in the above recitals, and elsewhere in this Agreement, the following terms will have these meanings:

1.1.1 "Agreement" means this Interlocal Agreement between the City and Capital Metro together with all exhibits and other attachments thereto, as the same may be amended or restated from time to time.

1.1.2 "Board" means the Joint LGC Board of Directors.

1.1.3 "Capital Metro Board" means the Capital Metro Board of Directors.

1.1.4 "City Council" means the City Council of the City of Austin, Texas.

1.1.5. “Community Experts” shall mean three (3) individuals, each of whom must reside in the City, one of whom shall have expertise in finance, one of whom shall have expertise in engineering & construction, and one of whom shall have expertise in community planning or sustainability. More specifically, the Community Experts shall, respectively, meet the following criteria:

At the discretion of the Nominating Committee, City Council and Capital Metro Board, alternate forms of experience or qualifications may be substituted to meet the experience requirements below.

| Finance                                      | • At least 10 years of experience in finance, financial management, banking, or investing with a focus on large capital projects; and  
|                                             | • Experience with budgets over $250M and/or comparable academic financial policy experience. |
| Engineering & Construction                  | • At least 10 years of experience in engineering or construction of large capital projects in any sector (transit, energy, industrial, commercial); and  
|                                             | • Experience with multiple projects over $100M (price/value/cost) or $250M cumulative. |
| Community Planning or Sustainability        | • At least 10 years of experience in urban planning, community planning, equitable Transit Oriented Development (eTOD), sustainability, or environmental planning; and |
1.1.6 “Initial Community Expert Members” shall mean and include the three (3) Community Experts nominated to be initial members of the Board through the nomination process described in Section 3.8.2 below.

1.1.7 "Fiscal Year" means that twelve-month time period between any October 1 and the next following September 30.

1.1.8 “Initial Joint LGC Board Members” means the five (5) individuals nominated to be the initial members of the Board through the nomination process described in Section 3.8 below, each of whom must reside in either the City of Austin or Capital Metro’s service area, as more specifically delineated herein.

1.1.9 “Nominating Committee” means and consists of the chairs of the City Council Audit & Finance Committee, City Council Mobility Committee, Capital Metro Finance, Audit and Administration Committee, and Capital Metro Operations, Planning and Safety Committee.

1.1.10 “Successful Election” means the passage of the City’s planned November 2020 tax rate election providing for an $0.0875 per $100 valuation tax increase to fund Project Connect.

1.1.11 “Written Application” means a written application for the incorporation of the Joint LGC to act on behalf of the City and Capital Metro that includes the proposed articles of incorporation in substantially the form attached hereto as Exhibit A (with the position, name, street address, and term expiration of each nominated Initial Joint LGC Board Member filled in), and which is filed by at least three residents of each of the City and Capital Metro who are citizens of Texas and at least 18 years of age.

SECTION 2. GENERAL TERMS

2.1 Purpose and Scope. The purpose of this Agreement is to set forth the terms and conditions for the formation and creation of the Joint LGC and the individual roles and responsibilities of the Parties, including contributions to the operation and management of the Joint LGC.

2.2 Agreement Term. The term of this Agreement begins on September 1, 2020 (the “Effective Date”) and will continue until the sooner of: (i) a Joint Powers Agreement is executed in accordance with Section 5; (ii) the date the results of the November 2020 election establishes there was not a Successful Election; or (iii) through June 30, 2021, if the Agreement is not renewed, or the last day of the Renewal Term, if the Agreement is renewed. This Agreement may be renewed for one (1) six-month term (the “Renewal Term”) by agreement of the Parties.

2.3 Entire Agreement. All oral agreements between the Parties to this Agreement relating to the Joint LGC that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.
2.4 **Current Revenues.** The Parties acknowledge that (i) any payment(s) made by the Parties pursuant to this Agreement; and (ii) any funding for the Joint LGC will be from current revenues available to each Party, including any available revenues from other sources and potential federal grant revenues.

2.5 **Agreement Communications.** The Parties agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Agreement must initially be presented by and through the President & CEO of Capital Metro and the City Manager for the City.

2.6 **Amendments.** Either Party may propose an Amendment to this Agreement. Requests for alterations, additions or deletions of the terms of this Agreement will be submitted to the President & CEO of Capital Metro for consideration and possible action by the Capital Metro Board and to the City Manager for consideration and possible action by City Council. An Amendment to this Agreement is effective when approved by all Parties.

**SECTION 3. CREATION OF THE JOINT LGC; CITY AND CAPITAL METRO INITIAL ROLES AND RESPONSIBILITIES**

3.1 Upon a Successful Election, and if a Written Application is filed with both the City Council and the Capital Metro Board, the City Council and the Capital Metro Board will each, respectively, take action to adopt a resolution (i) determining that the formation of the Joint LGC is wise, expedient, necessary, or advisable, and (ii) approving the form of the proposed articles of incorporation accompanying the Written Application.

3.2 If the City Council and the Capital Metro Board each adopt such a resolution, the articles of incorporation may be filed as provided by law.

3.3 Upon a Successful Election, the City and Capital Metro will also: (i) take all other necessary actions to create the Joint LGC; (ii) take all necessary actions to jointly appoint the initial directors of the Joint LGC’s Board by January 1, 2021; and (iii) take all necessary actions to fulfill the commitments contained in the City Contract with the Voters (Res. No. ________) and the Capital Metro Funding and Community Commitment for Implementation of Project Connect Resolution (Res. No. ________) to appropriately fund the Joint LGC.

3.4 Upon creation of the Joint LGC, both Parties will support implementation of Project Connect as needed until such time as a Joint Powers Agreement, fully delineating the roles and responsibilities of all parties, is executed.

3.5 After the creation of the Joint LGC, the Parties will negotiate and execute, by June 30, 2021, a Joint Powers Agreement, as more fully described in Section 5 below.

3.6 **City Responsibilities.** The City will call and facilitate the tax rate election in accordance with Tex. Tax Code, Sec. 26.07.

3.7 **Capital Metro Responsibilities.** Capital Metro will seek and apply for all available federal funding sources and serve as the Federal Transit Administration (“FTA”) Project Sponsor in the federal environmental review process and grantee in the federal grant process for all appropriate and eligible projects within Project Connect. Capital Metro will advance projects in the federal process in the Project Connect System Plan (Initial Investment Map and associated Implementation Sequence Plan...
are attached as Exhibit C) or as modified from time to time jointly by Capital Metro and the City. Capital Metro will complete the federally required National Environmental Policy Act ("NEPA") Preliminary Engineering process to obtain an FTA Record of Decision for the Locally Preferred Alternatives approved in Project Connect for the Orange, Blue and Gold Lines and MetroRapid.

3.8 Initial Joint LGC Board Member Selection. Capital Metro and the City will initiate a nomination process for the five (5) Initial Joint LGC Board Members in a timely manner. The position, name, street address, and term expiration of each nominated Initial Joint LGC Board Member shall be inserted into the proposed articles of incorporation attached hereto as Exhibit A prior to or at the time the Written Application is filed.

3.8.1 City and Capital Metro Board Appointees. By January 1, 2021, the City and Capital Metro will each nominate a member of their respective governing bodies to serve as Initial Joint LGC Board Members as follows:

3.8.1.1 City Council Director. The City will nominate one (1) Initial Joint LGC Board Member who must be a member of the City Council. The City Council will define its process for nominating the City Council Director.

3.8.1.2 Capital Metro Director. Capital Metro will nominate one (1) Initial Joint LGC Board Member who must be a member of the Capital Metro Board and reside within the Capital Metro service area. The Capital Metro Board will define its process for nominating the Capital Metro Director.

3.8.2 Initial Community Expert Members. Upon a Successful Election, the Nominating Committee shall begin a process for seeking Initial Community Expert Members. The Initial Community Expert Members shall be selected through a nomination and appointment process wherein qualified members of the community shall submit an application to the Nominating Committee. After review of the submitted applications, the Nominating Committee shall, by January 1, 2021, recommend a slate of three applicants based on their qualifications. It is the intent of the Capital Metro and City that the Nominating Committee will nominate individuals that represent our diverse and inclusive community. The City Council and the Capital Metro Board shall, upon their joint approval of the slate, jointly appoint the Initial Community Expert Members as nominated by the Nominating Committee.

SECTION 4. LOCAL GOVERNMENT CORPORATION INITIAL ROLES AND RESPONSIBILITIES

4.1 Overall Objectives. The Parties intend that the Joint LGC must take actions as appropriate to implement Project Connect as adopted by the Capital Metro Board of Directors by Resolution AI-2020-1273 on June 10, 2020 and as it may be modified from time to time. The Parties will contribute funding as described in Section 6 below to accomplish the objectives herein. The Joint LGC will be authorized to accept funds that result from a Successful Election, from the City and Capital Metro, or from other available sources, and will not be prohibited from raising and utilizing funds from other legal sources.

4.2 Authority to Act. It is the intent of the Parties that the Joint LGC shall have all powers allowed by law and as defined in its Articles of Incorporation necessary to carry out the Overall Objectives, as will be more fully defined in the Joint Powers Agreement, except that it is intended if Project Connect, or the associated Implementation Sequence Plan...
require modification, such action may only be taken upon the approval of the governing bodies of the City and Capital Metro.

4.3 **Adoption of Bylaws.** Upon creation of the Joint LGC, the Parties will present proposed Bylaws, in substantially the form attached hereto as Exhibit B, to the Board. Upon approval of the proposed Bylaws by the Board, the Parties will present such Bylaws to the City Council and the Capital Metro Board for their respective approval by resolution.

4.4 **Expected Performance.** The Parties intend that the Board will ensure all appropriate staff and resources are provided to implement the overall objectives herein.

4.5 **Budget of the LGC.** The Parties will require the Board to develop an annual budget that must be approved by the Board annually.

4.6 **Audits.** The Parties will require the Board to engage or obtain independent auditing services that will produce annual reports for presentation to an annual joint meeting of the Capital Metro Board of Directors and City Council on the financial status of the Joint LGC and implementation of approved projects and other Joint LGC matters as more fully delineated in the Joint Powers Agreement.

4.7 **Community Advisory Committee ("Committee").** The Parties will require the Board to form a Community Advisory Committee, to assist Capital Metro and the City in engaging the community and advising on anti-displacement and equity matters related to Project Connect. The Joint Powers Agreement will further delineate membership, roles and responsibilities of the Committee. The recommendations made by the Committee related to displacement mitigation measures or social equity issues that impact vulnerable populations must be considered at a public meeting of the Board.

**SECTION 5. JOINT POWERS AGREEMENT**

The Parties intend that the City, Capital Metro and the Board will meet in a timely manner following appointment of the Initial Joint LGC Board Members to negotiate an agreement delineating the full roles and responsibilities of all three (3) parties with the intent to finalize and execute a Joint Powers Agreement by no later than June 30, 2021, at the first annual joint meeting of the Capital Metro Board and City Council. The Joint Powers Agreement will delineate roles and responsibilities of all three parties in a manner that confirms and establishes the LGC 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. The roles and responsibilities shall include, but not be limited to: establishment of corporate functions, responsibility and costs; financial policies; funding allocations and procedures for use of funds for transit-supportive anti-displacement strategies related to the implementation of Project Connect; term and conditions of appointment of the Capital Metro President & CEO as a succeeding Executive Director of the Joint LGC; utility and right of way agreements; design review and permitting standards; development of a Disadvantaged Business Enterprise program consistent with federal laws and regulations; development of worker safety and wage requirements; and a community engagement process, as contemplated in section 4.7 above.

**SECTION 6. FINANCIAL TERMS**

6.1 **Payment.** The Parties intend that, for and in consideration of the actions to be taken and the services rendered by the Joint LGC pursuant to this Agreement, that the City and Capital Metro will pay to the Joint LGC funds as enumerated more fully in the Joint Powers Agreement, the City Contract with the Voters (Res. No. ________) and
the Capital Metro Funding and Community Commitment for Implementation of Project Connect Resolution (Resolution No. ________).

6.2 **Funding for the LGC.** All costs for operation of the Joint LGC, including but not limited to, all costs for the completion of projects, will be funded jointly by the City and Capital Metro from a variety of federal and local funding sources.

In the event of a significant disruption to expected revenue for the Joint LGC, the City and Capital Metro may jointly agree to require the Joint LGC to amend its annual budget or revise planned projects or sequencing, provided that it continues to operate in a manner that enables the LGC to honor financial commitments it has made with respect to debt or other obligations issued by the LGC.

In the event additional funds are available for the projects being implemented by the Joint LGC from any source, the City and Capital Metro agree to continue to contribute funding as agreed to in the Joint Powers Agreement to advance Project Connect elements or to provide additional transit operating service on the transit network located within the City.

**SECTION 7. TERMINATION**

7.1 **Automatic Termination.** This Agreement will automatically terminate as provided under Section 2.2, should a Successful Election not occur, or upon execution by all Parties of a succeeding Joint Powers Agreement among the City, Capital Metro and the Joint LGC for the purposes outlined in this Agreement.

7.2 **Other Reasons for Termination.** Any Party to this Agreement may terminate this Agreement if such Party is unable to comply with changes required by federal or state laws or regulations that relate directly to the purpose of this Agreement or the succeeding Joint Powers Agreement.

7.3 **Notice of Termination.** Any Party to this Agreement may terminate this Agreement for the reasons described in this section by providing the other Party with thirty (30) days’ written notice as described in Section 8.1, below.

**SECTION 8. MISCELLANEOUS PROVISIONS**

8.1 **Notices.**

8.1.1 **Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one Party to another must be in writing and will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

8.1.2 **Capital Metro Address.** The address of Capital Metro for all purposes under this Agreement and for all notices:

Randy Clarke (or his successor)
President & CEO
2910 E. 5th Street
Austin, Texas 78702

With additional copy to:

Kerri Butcher (or her successor)
Chief Counsel
2910 E. 5th Street
Austin, Texas 78702

8.1.3 **City Address.** The address of the City for all purposes under this Agreement and for all notices:

Spencer Cronk (or his successor)
City Manager
P.O. Box 1088
Austin, Texas 78767

8.1.4 **Change of Address.** Each Party may change the address for notice to it by giving written notice of the change. Any change of address by a Party, including a change in the Party’s authorized representative, must be reported to the other Parties within twenty (20) days of the change.

8.2 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above. If satisfactory resolution cannot be achieved between the representatives of the Parties within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

8.3 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas.

8.4 **Force Majeure.** No Party will be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting unforeseeable and impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of this clause shall notify the other Party within five (5) business days of the occurrence of the force majeure event or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

8.5 **Liability.** To the extent allowed by Texas law, the Parties agree that each Party is responsible for its own proportionate share of any liability for the negligent or grossly negligent acts or omissions of its employees, agents, contractors or subcontractors arising out of, connected with, or as a consequence of its
performance under this Agreement. Neither Party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages (including, but not limited to loss of business, revenue, profits, or other economic advantage) however it arises, whether in an action of contract, negligence or gross negligence, tort or other action, arising out of or in connection with this Agreement, even if advised of the possibility thereof.

8.6 **Notice of Claim.** Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against any Party, arising out of the activities conducted pursuant to this Agreement, the Party will give written notice to the other Party of such claim, demand, suit or other action. Said notice will include: (a) the name and address of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person or persons against whom such claim is being made.

8.7 **Third Party Beneficiary.** This Agreement sets out the agreements and obligations between the Parties only, and no provision in this Agreement creates any rights in any person or entity that is not a Party to this Agreement. The rights to performance in this Agreement are only enforceable by the City and Capital Metro.

8.8 **Legal Authority.** The person or persons signing this Agreement on behalf of each Party warrant that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement and to perform the services that Party has obligated itself to perform under this Agreement.

8.9 **Invalid Provision.** Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

   Exhibit A - Articles of Incorporation
   Exhibit B - Bylaws
   Exhibit C – Initial Investment Map and associated Implementation Sequence Plan

In witness whereof, the Parties have caused duly authorized representatives to execute this Agreement on the dates set forth below to be effective as of the Effective Date (as defined above).
Exhibit A

ARTICLES OF INCORPORATION OF AUSTIN TRANSIT PARTNERSHIP LOCAL GOVERNMENT CORPORATION

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more, is a resident of the City of Austin, Texas (the “City”) and of the service area of the Capital Metropolitan Transportation Authority (“Capital Metro”), and is a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code (“Chapter 431”), Chapter 394, Texas Local Government Code. (“Chapter 394”), and Chapter 22, Business Organizations Code (“Chapter 22”), do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I. NAME

The name of the corporation is the Austin Transit Partnership Local Government Corporation (the “Corporation”).

ARTICLE II. PUBLIC NON-PROFIT

The Corporation is a public non-profit corporation.

ARTICLE III. DURATION

The period of duration of the Corporation shall be perpetual.

ARTICLE IV. PURPOSES, ACTIVITIES

The Corporation shall be incorporated to aid and to act on behalf of the City and Capital Metro to accomplish their governmental purpose; namely to implement the Project Connect System Plan (“Project Connect”) as it is more particularly described in Capital Metro Resolution No. AI-2020-1273 and City Resolution 20200610-02, and as each resolutions may from time to time be amended or supplemented. The Corporation is to be the principal entity responsible for financing, designing, building, implementing, and contracting with Capital Metro to operate and maintain assets funded by the Joint LGC in a manner independent of the City and Capital Metro. The implementation of Project Connect is comprised of the financing, design, engineering, and construction of a fixed rail and bus rapid transit system, including customer technology, park & ride hubs, on-demand neighborhood circulators, and associated improvements to roadways, bikeways, sidewalks and street lighting. Project Connect also comprises transit-supportive anti-displacement strategies for the purpose of preventing displacement and encouraging transit-oriented affordable housing along Project Connect transit corridors. The Corporation shall implement Project Connect in accordance with the Initial Investment Map and associated Implementation Sequence Plan, as modified from time to time jointly by Capital Metro and the City. To accomplish said purpose, in the exercise of its powers, the Corporation shall be authorized to:

1. Contract with persons, governmental entities, and with for-profit and non-
profit entities, and employ individuals, for the purposes of implementing Project Connect, conducting the administrative operations of the Corporation, and to enter into interlocal agreements with Capital Metro for the operation and maintenance of assets constructed by the Corporation;

2. Acquire and hold title to real and personal property and interests in real and personal property, and sell real and personal property;

3. Procure professional and other services necessary for the design, construction, financing, and permitting of Project Connect;

4. Accept funds and property appropriated by the City and Capital Metro and by other entities;

5. Apply for grants of funds, services, and things of value and to accept awards of such grants;

6. Accept donations of funds, services and things of value;

7. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the implementation of Project Connect as stated above; and

8. Engage in other lawful activities to accomplish the implementation of Project Connect as stated above.

The Corporation is formed pursuant to the provisions of Chapter 431 as it now or may hereafter be amended and in the manner specified by Chapter 394, which authorize the Corporation to assist and act on behalf of the City and Capital Metro to accomplish any governmental purpose of the City and Capital Metro and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under Chapter 431, including, without limitation, the powers granted under Chapter 22.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations under Chapter 22 and which are necessary or useful to enable the Corporation to perform the purposes for which it is created.

The Corporation is created as a local government corporation pursuant to Chapter 431 and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq. Texas Civil Practice and Remedies Code.

**ARTICLE V. NO MEMBERS**

The Corporation shall have no members and shall have no stock.
ARTICLE VI. BOARD

All powers of the Corporation shall be vested in a Board of Directors (“Board”) consisting of five persons, each of whom must reside in either the City of Austin or Capital Metro’s service area, one of whom shall be a member of the City Council of the City of Austin (“City Council”) (the “City Council Director”), one of whom shall reside in Capital Metro’s service area and be a member of the Capital Metro Board of Directors (“Capital Metro Board”) (the “Capital Metro Director”), and three of whom shall be community expert members, all of whom must reside in the City, as follows: one member shall have expertise in finance, one member shall have expertise in engineering & construction, and one member shall have expertise in community planning or sustainability (“Community Expert Directors”). More specifically, the Community Expert Directors, respectively, shall meet the following criteria:

| Finance                          | • At least 10 years of experience in finance, financial management, banking, or investing with a focus on large capital projects; and  
|                                 | • Experience with budgets over $250M and/or comparable academic financial policy experience. |
| Engineering & Construction       | • At least 10 years of experience in engineering or construction of large capital projects in any sector (transit, energy, industrial, commercial); and  
|                                 | • Experience with multiple projects over $100M (price/value/cost) or $250M cumulative. |
| Community Planning or Sustainability | • At least 10 years of experience in urban planning, community planning, equitable Transit Oriented Development (eTOD), sustainability, and/or environmental planning; and  
|                                 | • Experience with community engagement with preferably three (3) to five (5) years of specific experience. |

The five (5) initial Directors are identified in Article IX below.

Succeeding Community Expert Directors shall be selected through a nomination and appointment process wherein qualified members of the community shall submit an application to the Corporation, which will provide the applications that meet the criteria to the Nominating Committee (as defined below). The Nominating Committee will consist of the chairs of the City Council Audit & Finance Committee, City Council Mobility Committee, Capital Metro Finance, Audit and Administration Committee, and Capital Metro Operations, Planning and Safety Committee (the “Nominating Committee”). At the discretion of the Nominating Committee, City Council and Capital Metro Board, alternate forms of experience or qualifications may be substituted to meet the experience requirements below. After review of the applications provided by the Corporation, the Nominating Committee shall recommend a slate of three applicants based on their qualifications, while also considering Austin’s diversity, and an applicant’s ability to consider wholly Project Connect’s benefits and potential impacts particularly on vulnerable communities aimed to be served by transit. The City Council and the Capital Metro Board shall, upon their joint approval of the slate, jointly appoint succeeding Community Expert Directors as nominated by the Nominating Committee.

The City Council shall appoint each Director who succeeds the initial City Council Director, and the Capital Metro Board shall appoint each Director who succeeds the initial Capital Metro
Director. Each Director who succeeds the initial City Council Director must be a member of the City Council or a resident of the City of Austin, and each Director who succeeds the initial Capital Metro Director must be a resident of the Capital Metro Service area.

The initial City Council Director and initial Capital Metro Director and each subsequent City Council Director and Capital Metro Director shall serve for a term of two years. Each initial Community Expert Director, and each subsequent Community Expert Director, shall serve for a term of four years or until his or her successor is appointed and has qualified. Initial Directors and succeeding Directors may be reappointed.

A Director may be removed from the Board by a resolution approved by a majority vote of the City Council and the Capital Metro Board finding that the Director has committed one or more of the acts or omissions described in section 7.001(c) of the Business Organizations Code and described in Article XI, below.

A Director may be removed from the Board by a resolution approved by a majority vote of the City Council and Capital Metro Board finding that the Director is derelict in his or her duties by either: (i) failing to attend four consecutive scheduled meetings, including any combination of annual meetings, regular meetings, or special meetings; or (ii) failing to attend one-third or more of scheduled meetings during any fiscal year of the Corporation, including any combination of annual meetings, regular meetings, or special meetings, unless the Director can show good cause for the absences.

The failure of the Board to proceed with a directed dissolution of the Corporation in accordance with this Article XIV of these Articles of Incorporation shall be deemed a cause for the removal from office of any or all of the Directors.

In the event of a vacancy or vacancies in the Board, whether caused by removal, resignation, death, mental or physical incapacitation, or any other reason (other than due to the expiration of a Director’s term), the City Council and the Capital Metro Board shall jointly appoint a Director or Directors to fill the vacancy or vacancies. The term of a Director appointed to fill an unexpired term shall expire on the expiration date of the term of the Director who he or she was appointed to replace.

The Board shall select a chair and a vice chair by a majority vote of Board members.

A change in the number of Directors can be made only by an amendment to these Articles of Incorporation.

The City Manager or his or her designee from the City Manager’s Office is a non-voting ex-officio Director of the Corporation. Capital Metro shall not have an ex-officio Director of the Corporation. The initial Executive Director of the Joint LGC will be the Capital Metro President & CEO.

**ARTICLE VII. REGISTERED OFFICE, AGENT**

The street address of the initial registered office of the Corporation is 700 Lavaca St. Austin, Texas 78701, which is within the city limits of the City and the service area of Capital Metro, and the name of its initial registered agent at such address is Kerri Butcher, Capital
Metro Chief Counsel, an individual who is a resident of Texas.

**ARTICLE VIII. INCORPORATORS**

The names and street addresses of the incorporators, each of whom is more than 18 years of age and resides within both the City and Capital Metro’s service area, are:

<table>
<thead>
<tr>
<th>NAME</th>
<th>STREET ADDRESS</th>
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**ARTICLE IX. INITIAL BOARD**

The names and street addresses of the initial Directors, each of whom resides either within the City or Capital Metro’s service area, are:

<table>
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<tr>
<th>POSITION</th>
<th>NAME</th>
<th>STREET ADDRESS</th>
<th>TERM EXPIRES</th>
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ARTICLE X. ADOPTION OF APPROVING RESOLUTION

Resolutions approving the form of these Articles of Incorporation have been adopted by the City Council on ____________ , and by the Capital Metro Board on ____________ .

ARTICLE XI. LIMITED LIABILITY

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director’s capacity as a Director, except for liability (i) for any breach of the Director’s duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith that constitute a breach of duty of the person to the Corporation or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, regardless of whether the benefit resulted from an action taken within the scope of the Director’s duties, or (iv) for acts or omissions for which the liability of a Director is expressly provided by an applicable statute. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII. INDEMNIFICATION

The Corporation shall have the power to indemnify any director or officer or former director or officer of the Corporation for expenses and costs (including attorneys’ fees) actually and necessarily incurred by such director or officer in connection with any claim asserted against such director or officer for such director’s or officer’s acts or omissions as a director or officer, except in relation to matters as to which such director or officer shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought. If the Corporation has not fully indemnified such director or officer, the court in the proceeding in which any claim against such director or officer has been asserted or any court having the requisite jurisdiction of an action instituted by such director or officer on such director’s or officer’s claim for indemnity may assess indemnity against the Corporation, its receiver, or trustee for the amount paid by such director or officer (including attorneys’ fees) in satisfaction of any judgment or settlement of any such claim (exclusive in either case of any amount paid to the Corporation), actually and necessarily incurred by such director or officer in connection therewith in an amount the court considers reasonable and equitable; provided, nevertheless, that indemnity may be assessed under this Article XII only if the court finds that the person seeking indemnification was not guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

ARTICLE XIII. TAX MATTERS; DISSOLUTION

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (i) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered
to or for the Corporation in effecting one or more of its purposes); (ii) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (iii) shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; and (iv) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt, other obligations, and such reserves as may be necessary as set forth in the authorizing documents related to the issuance of debt by the Corporation shall accrue to the City and Capital Metro as agreed to by the City Council and the Capital Metro Board.

The City and Capital Metro shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenses, debt or obligations and such reserves as may be necessary as set forth in the authorizing documents related to the issuance of debt by the Corporation. Any income of the Corporation received by the City and Capital Metro shall be deposited into such accounts or funds as determined by the City Council and the Capital Metro Board. No part of the Corporation’s income shall inure to the benefit or any private interests.

If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of the Texas Local Government Code, or with applicable law then in existence. In the event of dissolution or liquidation of the Corporation, the net earnings of the Corporation and funds and properties of the Corporation shall be disbursed to the City and Capital Metro for deposit into such accounts or funds as the City Council and the Capital Metro Board shall direct.

ARTICLE XIV. PRIVATE FOUNDATION

If the Corporation is a private foundation within the meaning of Section 509(a) of the Internal Revenue Code, the Corporation (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

ARTICLE XV. DIRECTED DISSOLUTION

The City Council and Capital Metro Board may at any time consider and approve resolutions directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Article shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of
Incorporation.

ARTICLE XVI. PUBLIC INSTRUMENTALITY

The Corporation is a constituted authority and a public or governmental instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code. Although the Corporation is authorized to act on behalf of one or more governmental entities as provided in these Articles of Incorporation, the Corporation is not a political subdivision or political authority of the State of Texas within the meaning of the Constitution and laws of the State of Texas, including, without limitation, Article III, Section 52 of the Texas Constitution, and no agreement, bond, debt, or obligation of the Corporation shall be deemed to be the agreement, bond, debt, or obligation, or the lending of credit, or a grant of public money or thing of value, of or by the City or Capital Metro or any other political subdivision or authority or agency of the State of Texas, or a pledge of the faith and credit of any of them. No action of the Corporation shall be an action of the City or Capital Metro or their agents or employees, and neither these Articles of Incorporation nor any action by the Board, the City Council, or the Capital Metro Board shall create a joint enterprise.

ARTICLE XVII. AMENDMENT

These Articles of Incorporation may be amended in either of the following manners: (1) the Board may file with the City Council and the Capital Metro Board an application in writing requesting permission to amend the Articles of Incorporation, specifying in the application the amendment proposed to be made, and the City Council and the Capital Metro Board, after considering the application and each finding and determining that it is wise, expedient, necessary, or advisable that the proposed amendment be made, may authorize by resolution that the proposed amendment be made and approve the form of the amendment, and then the Board may amend the Articles of Incorporation by adopting the amendment by resolution at a meeting of the Board and filing the amendment with the Office of the Texas Secretary of State, or (2) the City Council and the Capital Metro Board may jointly, at any time, alter or change the structure, organization, programs, activities, or duration of the Corporation, subject to any limitations on the impairment of contracts entered into by the Corporation, by adopting an amendment to the Articles of Incorporation of the Corporation at a meeting of the City Council and of the Capital Metro Board and filing the amendment with the Office of the Texas Secretary of State.

ARTICLE XVIII. EFFECTIVE DATE; AUTHORIZATION TO FILE

These Articles of Incorporation shall be effective when fully executed and filed by the Office of the Texas Secretary of State. The undersigned affirm that the person designated as initial registered agent herein has consented, either in electronic or written form, to the appointment. Each of the undersigned executes this instrument subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that he and she is authorized to execute this instrument.

ARTICLE XIX. OTHER MATTERS PERTAINING TO INTERNAL AFFAIRS
All other matters pertaining to the internal affairs of the Corporation and not addressed in these Articles of Incorporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation or the laws of the State of Texas.
IN WITNESS WHEREOF, we have hereunto set our hands this __ day of ______________, 202__.

_________________________________
[Insert Typed Name]
City of Austin
301 West 2nd Street
Austin, Texas 78701

_________________________________
[Insert Typed Name]
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

_________________________________
[Insert Typed Name]
City of Austin
301 West 2nd Street
Austin, Texas 78701

_________________________________
[Insert Typed Name]
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

This instrument was acknowledged before me on this __ day of ______________ 202__, by each of the foregoing signatories, each being duly sworn on his or her oath that he or she is an individual residing in the City of Austin, Texas and within Capital Metropolitan Transportation Authority’s service area.

Given under my hand and seal of office this __ day or ________________, 202__.

_________________________________
Notary Public, State of Texas
BYLAWS
OF THE
AUSTIN TRANSIT PARTNERSHIP
LOCAL GOVERNMENT CORPORATION

ARTICLE 1
Name, Offices, and Purposes

1.1 Name.

The name of the corporation is the Austin Transit Partnership Local Government Corporation (the “Corporation”).

1.2 Offices.

The Corporation may have, in addition to its registered office, offices at such places as the Board of Directors may from time to time determine or as the activities of the Corporation may require.

1.3 Purposes.

The Corporation shall be incorporated to aid and to act on behalf of the City of Austin (“City”) and Capital Metropolitan Transportation Authority (“Capital Metro”) to accomplish their governmental purpose; namely to implement the Project Connect System Plan (“Project Connect”) as it is more particularly described in Capital Metro Resolution No. AI-2020-1273 and City Resolution 20200610-02, and as each resolutions may from time to time be amended or supplemented. The Corporation is to be the principal entity responsible for financing, designing, building, implementing, and contracting with Capital Metro to operate and maintain assets funded by the Joint LGC in a manner independent of the City and Capital Metro. The implementation of Project Connect is comprised of the financing, design, engineering, and construction of a fixed rail and bus rapid transit system, including customer technology, park & ride hubs, on-demand neighborhood circulators, and associated improvements to roadways, bikeways, sidewalks and street lighting. Project Connect also comprises transit-supportive anti-displacement strategies for the purpose of preventing displacement and encouraging transit-oriented affordable housing along Project Connect transit corridors. The Corporation shall implement Project Connect in accordance with the Initial Investment Map and associated Implementation Sequence Plan, as modified from time to time jointly by Capital Metro and the City. To accomplish said purpose, in the exercise of its powers, the Corporation shall be authorized to:

1. Contract with persons, governmental entities, and with for-profit and non-profit entities, and employ individuals, for the purposes of implementing Project Connect, conducting the administrative operations of the Corporation, and to enter into interlocal agreements with Capital Metro for the operation and maintenance of assets constructed by the Corporation;
2. Acquire and hold title to real and personal property and interests in real and personal property, and sell real and personal property;

3. Procure professional and other services necessary for the design, construction, financing, and permitting of the Plan;

4. Accept funds and property appropriated by the City and Capital Metro and by other entities;

5. Apply for grants of funds, services, and things of value and to accept awards of such grants;

6. Accept donations of funds, services and things of value;

7. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above; and

8. Engage in other lawful activities to accomplish the governmental purpose stated above.

ARTICLE 2
Board of Directors

2.1 Management.

Subject to the Articles of Incorporation and these Bylaws, management of the affairs of the Corporation shall be vested in the directors, who together constitute the Board of Directors (the “Board”).

2.2 Qualifications, Appointment and Removal.

The qualifications of the directors, as well as the procedures for their appointment and removal, shall be prescribed by the Articles of Incorporation.

2.3 Annual Meetings.

The Board shall meet at least annually at a time and place in the City designated by resolution of the Board.

2.4 Regular Meetings.

The Board may provide for regular meetings by resolution stating the time and place of such meetings.

2.5 Special Meetings; Emergency Meetings.

Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board or by a majority of the directors who are serving duly appointed terms of office at the time the meeting is called.
The Secretary shall give notice of each special meeting in person, by telephone, electronic transmission (e.g., facsimile transmission or electronic mail), or mail at least three (3) days before the meeting to each director. Notice of each emergency meeting shall also be given in the manner required under Chapter 551, Texas Government Code (the “Open Meetings Act”). For purposes of these Bylaws, an “emergency meeting” is a meeting of the Board to consider a circumstance that, in the absence of immediate action by the Board, may have a material, adverse impact upon the Corporation. The person(s) calling the special or emergency meeting shall provide the Secretary of the Corporation with a statement of the reason(s) for the meeting, which statement shall be included in the notice of the meeting.

2.6 Notice of Meetings of the Board.

The Board shall meet in accordance with and file notice of each meeting of the Board in the same manner as required of the City Council of the City and Capital Metro’s Board of Directors (“Capital Metro’s Board”) under the Open Meetings Act. Notice of each meeting shall be posted by the Secretary of the Board at the same location. Additional notice of each meeting may be posted at one or more other locations.

2.7 Manner of Conducting Meetings.

All directors necessary to provide a quorum of the Board must be physically present at a meeting to conduct business, unless otherwise provided by law.

At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as the Board may determine.

At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair and the Vice Chair, an acting presiding officer shall be chosen by the Board from among the directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

2.8 Quorum.

A majority of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. Ex-officio directors shall not count for the purposes of determining the presence of a quorum. If at any meeting of the Board there is less than a quorum present, business of the Board shall not be conducted. The act of a majority of the directors shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

2.9 Compensation.

Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, however, that nothing contained herein shall be construed to preclude a Director from receiving reimbursement of actual expenses incurred in connection with the business affairs of the Corporation, and no such reimbursement of expenses shall be made.
unless approved by the Board.

2.10 Disclosure of Conflicts of Interest.

Each Director shall comply with: (i) Section 22.230 of the Business Organizations Code; and (ii) applicable provisions of Chapter 171 of the Local Government Code (“Chapter 171”), including disclosure of a substantial interest, as defined by Chapter 171, in a business entity or in real property.

2.11 Duties.

Directors shall discharge their duties with ordinary care and in a manner each director reasonably believes to be in the Corporation’s best interests. In this context, “ordinary care” means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging their duties, directors may rely in good faith on information, opinions, reports, or analyses, including financial data, prepared or presented by persons reasonably appearing to be qualified in such matters. A director is not relying in good faith if he or she has knowledge that renders such reliance unwarranted or unreasonable. Directors are not deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to property held or administered by the Corporation, including property subject to restrictions imposed by a donor or other transferor of the property.

ARTICLE 3
Officers

3.1 Titles and Term of Office.

The officers of the Corporation shall be the Chair, the Vice Chair, a Secretary, a Treasurer, an Executive Director, and such other officers as the Board may from time to time elect or appoint as described in section 3.7 below. One person may hold the position of one or more offices for the Corporation except that neither the Chair nor the Executive Director may also hold the office of Secretary. Capital Metro’s President and CEO is hereby appointed to serve as the initial Executive Director. The term of office for each officer shall be two years commencing with the date of the annual meeting of the Board at which each such officer is elected. Officers may be re-elected or re-appointed.

3.2 Chair.

The initial and each succeeding Chair of the Board (the “Chair”) shall be elected as provided by the Articles of Incorporation. The term of office for the initial Chair shall be two years commencing with the date of the first annual meeting of the Board, which shall be the Corporation’s organization meeting for purposes of section 22.104 of the Business Organizations Code.

The Chair shall preside at all meetings of the Board. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the Chair may, upon authorization by resolution of the Board, sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, contracts, and other instruments of
any kind in the name of the Corporation.

3.3 Vice Chair.

The initial and each succeeding Vice Chair of the Board (the “Vice Chair”) shall be elected as provided by the Articles of Incorporation, and shall be a member of the Board. The term of office for the initial Vice Chair shall be two years commencing with the date of the first annual meeting of the Board.

The Vice Chair shall perform the duties and exercise the powers of the Chair upon the Chair’s death, absence, disability, or resignation, or upon the Chair’s inability to perform the duties of his or her office. Any action taken by the Vice Chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or inability to act of the Chair at the time such action was taken.

3.4 Executive Director.

The Executive Director of the Corporation shall be the chief executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. The Executive Director may sign, with the Secretary, the Chair, or any other proper officer of the Corporation authorized by the Board, all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, contracts and other instruments of any kind in the name of the Corporation which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, or by these Bylaws, or by statute, to some other officer or agent of the Corporation. In general, the Executive Director shall perform all duties prescribed by the Board from time to time. The Executive Director shall not be a member of the Board.

3.5 Secretary.

The Board shall elect the Secretary of the Corporation (the “Secretary”) to keep the minutes of the meetings of the Board in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the Corporation records, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board or the Chair. The Secretary of the Corporation shall serve at the discretion of the Board, and may be removed as Secretary by the Board at any time, with or without cause. The Secretary need not be a member of the Board.

3.6 Treasurer.

The Board shall elect the Treasurer of the Corporation (the “Treasurer”), who shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation for any source whatsoever, deposit all such monies in the name of the Corporation in such banks as shall be selected in accordance with the provisions of these Bylaws, and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chair or by the Board. The Treasurer of the Corporation shall serve at the discretion of the Board, and may be removed as Treasurer by the Board at any time, with or
without cause. The Treasurer need not be a member of the Board.

3.7 Other Officers.

The Board may appoint other officers of the Corporation and other authorized representatives of the Corporation, who shall have the powers and duties as may be delegated by the Board. Such additional officers and authorized representatives shall serve at the discretion of the Board, and may be removed by the Board at any time, with or without cause.

3.8 Compensation.

Officers may be entitled to receive such salary or compensation for personal services which are necessary and reasonable in carrying out the Corporation’s purposes as the Board may from time to time determine, provided that in no event shall the salary or compensation be excessive. Board members, even if officers, are not entitled to compensation except as otherwise provided in Article II, Section 2.9. However, nothing contained herein shall be construed to preclude an Officer from receiving reimbursement of actual expenses incurred in connection with the business affairs of the Corporation, but no such reimbursement of expenses shall be made unless approved by the Board.

3.9 Disclosure of Conflicts of Interest.

Each Officer shall comply with: (i) Section 22.230 of the Business Organizations Code; and (ii) applicable provisions of Chapter 171 of the Local Government Code (“Chapter 171”), including disclosure of a substantial interest, as defined by Chapter 171, in a business entity or in real property.

ARTICLE 4
Contracts; Financial Matters; Seal

4.1 Fiscal Year.

The fiscal year of the Corporation shall commence on October 1 and end on September 30 each year.

4.2 Contracts.

The Board may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

4.3 Deposits.

All funds of the Corporation shall be deposited to the credit of the Corporation in a state or national bank or other federally insured depository institution selected by the Board, subject to and in accordance with the requirements of Chapter 105, Texas Local Government Code and, as applicable, the Public Funds Investment Act, Chapter 2256, Texas Government Code.
4.4 Payment of Funds.

All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Secretary or Treasurer and countersigned by the Executive Director, or the Chair in the absence of the Executive Director.

4.5 Audits.

The Board shall cause to be maintained a proper and complete system of records and accounts of all transactions, business, and affairs of the corporation. Within a reasonable time after the end of each fiscal year, the Board shall cause the preparation of a financial statement for the Corporation, which shall be audited by an independent certified public accountant or firm of independent certified public accountants retained by the Board for such purpose.

4.6 Books and Records.

The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board. All books and records may be inspected by representatives of the City and Capital Metro at any reasonable time.

4.7 Seal.

The Board may but is not required to adopt a corporate seal in such form and to be used in such manner as may be approved by the Board.

ARTICLE 5
General Provisions

5.1 Supremacy of Articles of Incorporation.

These Bylaws are subject to and governed by the Articles of Incorporation.

5.2 Amendment.

A proposal to alter, amend, or repeal these Bylaws may be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by both the City Council of the City and Capital Metro’s Board to be effective.

5.3 Effective Date.

These Bylaws shall be effective when: (i) adopted by an affirmative vote of a majority of the directors at a meeting of the Board, provided that notice of the proposed adoption shall have been received by each director at least five business days before the said meeting; and (ii) approved by resolution adopted by both the City Council of the City and Capital Metro’s Board.
Approval of a resolution relating to guidance on funding and community commitments by Capital Metro and the terms of an interlocal agreement to be negotiated for the implementation of Project Connect.
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1297)
Funding and Commitment Resolution for Project Connect

WHEREAS, Project Connect is a vision for how we move people today and plan for
tomorrow, and will create an integrated transit system that eases traffic, brings jobs to
our region, improves the environment and better connects people so everyone in our
community can thrive; and

WHEREAS, making public transportation a real, viable alternative for more people will
make the greatest positive impact for the environment and help achieve the City of
Austin’s (“City”) 50/50 mode share goals established in the Austin Strategic Mobility
Plan (“ASMP”) stating that the City “must work with our public transportation partners
and enhance services to create an experience that attracts and retains riders” and
“unprecedented collaboration between the community, the City, and Capital Metro is
critical;” and

WHEREAS, City Council adopted Resolution No. 20190808-081 directing the City
Manager to “analyze and report on options for the City of Austin and other related or
interested public or private entities to leverage resources to support the creation,
operation, and maintenance of a high-capacity transit system;” and

WHEREAS, Capital Metro and the City have engaged with community members and
other stakeholders to refine the Project Connect System Plan, (“Project Connect”) a
high capacity transit system, to address the City’s transit needs for safer, faster, and
more reliable transportation that will improve access to essential services, such as
education, health care, grocery stores, childcare, and jobs, especially in historically
underserved and underrepresented communities; and
WHEREAS, prevention of displacement of lower income residents from areas served by Project Connect’s transportation projects is a guiding principle to Capital Metro through its longstanding Transit Oriented Development Policy and Guidelines that is designed to support equitable growth that acts as a force multiplier for transit’s benefits for the entire community; and

WHEREAS, the ASMP adopted by the City also establishes that the policy of the City is to proactively assess displacement impacts of transportation projects, stating, “it is important that we recognize this fact during the planning phase of all transportation infrastructure projects and that, before we begin the implementation of these projects, we work with our partners, develop strategies, and utilize tools to support current neighborhood residents and businesses, stopping or limiting their displacement;” and

WHEREAS, the City of Austin also supports an equitable transit system as the Austin City Council has passed a resolution (Austin City Council Resolution 20200423-038) supporting an equitable transit system to benefit the whole community and calling for data-driven policies and funding to “prevent transportation investment-related displacement and ensure people of different incomes can benefit from transportation investments;” and

WHEREAS, to receive funding through its Capital Investment Grant Program, the Federal Transit Administration (FTA) evaluates on economic development criteria which includes “the extent to which a proposed project is likely to induce additional, transit-supportive development,” specifically including “adopted financing tools and strategies to preserve and increase affordable housing in the project corridor;” and

WHEREAS, Capital Metro, as a rapid transportation authority serving the Central Texas region by statute, is currently partnering with surrounding communities in the region to provide transit service, and will coordinate and facilitate future regional transportation programs which may be in conjunction with Capital Metro directly or the Austin Transit Partnership; and

WHEREAS, Capital Metro will work jointly with the City to identify and pursue future opportunities to leverage regional, state and federal funding for Project Connect; and

WHEREAS, the existing local and regional bus network and MetroAccess service are the backbone of the transit system that will provide equitable connections to all members of the community to meet their essential needs and to connect to the high capacity transit network, and the service hours to make that local service successful should be maintained; and

WHEREAS, the Capital Metro Board unanimously adopted the Project Connect System Plan (Capital Metro Board Resolution AI-2020-1273) that includes the Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines on June 10, 2020; and
WHEREAS, the Austin City Council unanimously adopted a resolution of support for the Project Connect System Plan on June 10, 2020 (Austin City Council Resolution 20200610-002) and directed the City Manager to amend the ASMP to include the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines, as adopted by the Capital Metro Board of Directors; and

WHEREAS, Capital Metro appreciates the unanimous June 10, 2020 Austin City Council resolution supporting the Project Connect System Plan and recognizes the critical importance of the partnership between Capital Metro and the City of Austin to securing the local funding commitment required to move into the federal funding process and to realize the vision of Project Connect through City Council Resolution 20200727-002 directing an initial investment in the Project Connect System Plan (Initial Investment Map and associated Implementation Sequence Plan which are attached as “Exhibit A” to this resolution) and directing the City Manager to include an additional $0.0875 per hundred dollar valuation in the proposed Fiscal Year 2020-2021 property (ad valorem) tax rate; and

WHEREAS, Project Connect is a citywide rapid transit system that comprises a fixed rail and bus rapid transit system, including associated roadway, bikeway, sidewalk, and street lighting improvements; park & ride hubs; on-demand neighborhood circulators; innovative customer technology; and improved services for seniors and persons with disabilities; and

WHEREAS, Project Connect also comprises transit-supportive anti-displacement strategies for the purpose of preventing displacement and encouraging transit-oriented affordable housing along Project Connect transit corridors; and

WHEREAS, Capital Metro appreciates that the City Council will order an election to be held on November 3, 2020 for the purpose of approving a tax rate of $0.5335 per $100 value of which $0.0875 is to be used as a dedicated funding source for the Austin Transit Partnership (referred to by the City as the “Project Connect Tax Revenue”) to further the objectives of the development and implementation of Project Connect, including funding for transit supportive anti-displacement strategies, and for the purpose of approving funding for a fixed rail system; and authorizing Capital Metro to expend its funds to build, operate and maintain such a system as required by Section 451.071 of Texas Transportation Code; and

WHEREAS, the Capital Metro Board and the City Council each approved an interlocal agreement, committing to, upon voter approval of the Project Connect Tax Revenue, create a joint local government corporation with articles of incorporation and bylaws, to be named Austin Transit Partnership; and

WHEREAS, the purpose of Austin Transit Partnership is to be the principal entity responsible for the implementation of the Project Connect System Plan, including the financing of acquisition, construction, equipping, and operations of Project Connect; and funding the Project Connect associated transit-supportive anti-displacement strategies;
and to work with the City and Capital Metro to execute a Joint Powers Agreement to delineate the roles and responsibilities of all three parties; and

WHEREAS, Capital Metro is on sound financial footing and has established a Capital Expansion Fund and will contribute future operations and maintenance funding to Project Connect, and upon a successful election and a local funding commitment will serve as the grantee for funding received from grant agreements with the U.S. Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that Capital Metro declares its intent and commitment to invest in a citywide rapid transit system, known as Project Connect, which includes associated transit-supportive anti-displacement strategies. Capital Metro clarifies that if Project Connect, or the associated Implementation Sequence Plan, require modification, such action may be taken only upon the joint concurrence of the Capital Metro Board and the City Council. The following Be It Further Resolved clauses describe how Capital Metro will commit funds to the Austin Transit Partnership and for the implementation of Project Connect and direct the President & CEO to include certain provisions in a draft Joint Powers Agreement, to be reviewed and approved by the Capital Metro Board of Directors, the Austin Transit Partnership and the City of Austin to guide the expenditure of funds.

BE IT FURTHER RESOLVED that upon voter approval of the tax rate, Capital Metro dedicates the balance of the Capital Expansion Fund to the Austin Transit Partnership for implementation of the Project Connect System Plan or shall budget for use of the Capital Expansion Fund in the Fiscal Year 2021 budget to fund initial corporate functions, actions required for projects as defined in the Project Connect System Plan, and other Capital Metro responsibilities for implementation of Project Connect.

Further, if sufficient funding is available to fund both the initial investment and additional transit infrastructure components of Project Connect (as shown in Exhibit A), Capital Metro agrees that funding may be used to fund these additional transit infrastructure components.

Finally, if federal matching funds are not available to complete components of the initial investment, or additional components, the funding committed by Capital Metro shall be used to fund as much of the initial investment in Project Connect as possible.

BE IT FURTHER RESOLVED that Capital Metro will transfer funds received from any grant agreements with the U.S. Department of Transportation related to Project Connect to the Austin Transit Partnership for projects being implemented by the Austin Transit Partnership in accordance with any federal requirements and as further delineated in a Joint Powers Agreement.

BE IT FURTHER RESOLVED that for ongoing implementation of projects identified in the Project Connect System Plan and operations and maintenance of the service and system, Capital Metro will commit all estimated revenues identified in the Estimated
Long Term Contribution in Exhibit B and as further delineated in a Joint Powers Agreement.

**BE IT FURTHER RESOLVED** that the Capital Metro President & CEO is directed to continue funding the design, construction, implementation, and ongoing operation and maintenance of the Project Connect system in future fiscal years.

**BE IT FURTHER RESOLVED** that the President & CEO is directed to include in the Joint Powers Agreement with Austin Transit Partnership and the City of Austin, a provision to provide a total of $300,000,000 of the Project Connect Tax Revenue, in accordance with the Implementation Sequence Plan as shown in Exhibit A, to Austin Transit Partnership for the purpose of (1) acquiring real property, and (2) financing tools and other anti-displacement strategies related to the implementation of Project Connect. The following two Be It Resolved clauses provide guidance for expenditure of these funds.

**BE IT FURTHER RESOLVED** regarding the use of funding for the acquisition of real property related to the Project Connect anti-displacement strategies, the President & CEO is directed to include in the Joint Powers Agreement with Austin Transit Partnership and the City a provision that the funds may be used to acquire real estate for transit supportive development that will preserve or increase the amount of affordable housing proximate to transit corridors. Austin Transit Partnership should prioritize land banking for future affordable housing. The real property acquired for these purposes should be acquired in accordance with the policy objectives approved by the City Council as documented in the Austin Strategic Housing Blueprint or subsequent policy. The real property acquisition should also be compliant with Capital Metro’s Transit Oriented Development Policy and Guidelines. The real property acquired should be an FTA-compliant investment, eligible for federal matching funds, when possible.

**BE IT FURTHER RESOLVED** regarding the use of funding for other financing tools and strategies for anti-displacement related to the implementation of Project Connect, the President & CEO is directed to include in the Joint Powers Agreement with Austin Transit Partnership and the City, a provision that documents a procedure to create neighborhood-level tools and strategies with the community. These tools and strategies may include the construction or development of new affordable housing; preservation, repair, and rehabilitation of existing affordable housing; financial assistance for home ownership; home repair; rental subsidies; right-to-return assistance that grants current tenants of affordable housing the option to lease a unit of comparable affordability and size following completion of rehabilitation of affordable housing; or other strategies that build economic mobility opportunities for residents along the transit corridors and increase transit-supportive economic development and ridership.

The President & CEO is directed to include in the Joint Powers Agreement provisions for the roles and responsibilities for the financing tools and other anti-displacement strategies related to the implementation of Project Connect as follows:

The City shall:
within six-months of voter approval, provide a process for the creation of neighborhood-level strategies with community members and organizations; and

create an Equity Assessment Tool as outlined in the Response to City Council Resolution No. 20200423-038 specific to Project Connect and the City in order to analyze, on a neighborhood level, both (1) potential unintended, or undesirable effects of the transit investment that contribute to difficulties for people to remain living in an area, such as gentrification and displacement, and (2) opportunities to make investments to build economic mobility for residents along the transit corridors; and

create with the community, neighborhood-level prevention and mitigation strategies based on the Equity Assessment Tool, including (1) recommendations that leverage other programs managed by the City, other local governments, and community organizations, to create a connected efforts for anti-displacement strategies, and (2) recommendations for funding proposals and implementation of identified strategies; and

provide the professional services of representatives from City departments, which may include employees from Neighborhood Housing and Community Development, Austin Transportation Department, Equity Office, Innovation Office, Sustainability Office, or other employees to Austin Transit Partnership to assist with developing proposals, as described below, for approval by City Council and the Capital Metro Board; and

make publicly available a performance dashboard to track progress on strategies identified for implementation for each neighborhood that is frequently updated.

Capital Metro shall:

- serve as the FTA Project Sponsor and conduct an environmental justice analysis as required under National Environmental Policy Act (NEPA) for each eligible project and provide any recommendations to Austin Transit Partnership for financing tools and strategies based on the NEPA review.

Austin Transit Partnership shall:

- develop proposals on an ongoing basis, based on the recommendations from the City and Capital Metro, and provide a budget for approval by City Council and the Capital Metro Board; and

BE IT FURTHER RESOLVED, that the President & CEO is directed to include in the Joint Powers Agreement with the Austin Transit Partnership and the City of Austin a requirement that Austin Transit Partnership take steps to address potential impacts to businesses during construction through development and implementation of a business impact mitigation strategy that includes approaches for establishing robust business
outreach and communications, supporting business access and operations, and creating effective project scheduling and sequencing that minimizes the length of construction impacts.

BE IT FURTHER RESOLVED, that the President & CEO is directed to include in the Joint Powers Agreement with Austin Transit Partnership and the City of Austin a requirement that Austin Transit Partnership develop a comprehensive program that meets the federal Disadvantaged Business Enterprise laws and regulations to ensure that maximum opportunities are available to women, minority and veteran-owned businesses and small businesses to participate in Project Connect and related projects implemented by the Austin Transit Partnership.

BE IT FURTHER RESOLVED, that the President & CEO is directed to include in the Joint Powers Agreement with the Austin Transit Partnership and the City of Austin a requirement that Austin Transit Partnership participate in the Better Builder Program® or a similar program with worker protections for all construction workers, including City of Austin hiring goals as allowed by federal law and regulations, completion of OSHA 10-hour training, workers’ compensation, on-site monitoring independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws.

BE IT FURTHER RESOLVED, that the President & CEO is directed to include in the Joint Powers Agreement with the Austin Transit Partnership and the City of Austin a requirement that all contracts awarded by the Austin Transit Partnership ensure a living wage as established by the City of Austin or a prevailing wage under the Davis-Bacon Act for all workers under the contract, ensure access to health care and paid sick leave to the extent possible, and that local workers be afforded a hiring preference where allowed by federal law and regulation.

BE IT FURTHER RESOLVED, that the service provided by Project Connect is intended to be additive to existing local and regional bus and MetroAccess service and Capital Metro will not reduce service hours to support Project Connect.

________________________
Secretary of the Board
Eric Stratton

Date: August 24, 2020
EXHIBIT A – Initial Investment Map and Associated Implementation Sequence Plan
EXHIBIT B - Estimated Long Term Contribution

### Capital Metro Estimated Long Term Contributions

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**NOTE:**

- Estimated available sales tax are based on a 3.75% year-over-year growth rate from FY2024, while continuing the funding of existing transit services.
- Estimated capital revenue from Park & Ride.
- Estimated capital revenue from Route 60 & 26.
- Internalized operating costs are to be reclassified to operating the Orange and Blue lines.
- Estimated fees received as generated by the new Project Connect.
Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a Development Agreement with Broadmoor Austin Associates, a Texas general partnership (Developer) for the Transit Facilities and Related Improvements at the Broadmoor Development property in an amount not to exceed $12,000,000.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to negotiate and execute a Development Agreement with Broadmoor Austin Associates, a Texas general partnership (Developer) for the Transit Facilities and Related Improvements at the Broadmoor Development property in an amount not to exceed $12,000,000.

FISCAL IMPACT
Funding for this action is available in the FY2020 Capital Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Customer Experience
2. Engaged Workforce
3. Sustainability
4. Valued Community Partner

Strategic Objectives:
1.1 Safety & Risk
1.2 Continuous Improvement
1.3 Dynamic Change
1.4 Culture of Innovation
2.1 Be an Employer of Choice
2.2 Organization Development
2.3 Organization Culture
3.1 Resource Optimization
3.2 Safety Culture
3.3 Environmental Leadership
4.1 Educate & Call to Action
4.2 Build Partnerships
4.3 Value of Transit
4.4 Project Connect

EXPLANATION OF STRATEGIC ALIGNMENT:
The construction of a multi-modal, commuter train station at the old IBM campus at the current Broadmoor Development will add to the long-term value of Capital Metro rail assets, enabling the provision of enhanced transit connections and expand and optimize the value of the current assets.

BUSINESS CASE:
The partnership supports the four goals of the Agency’s TOD policy - increasing transit ridership, maximizing long-term value, optimize existing investment, creating high-quality mixed-use development, and responding to local community goals. The goals are achieved through leveraging private investment in public transportation.
infrastructure in a public private partnership.

COMMITTEE RECOMMENDATION:
This item will be presented to the full board on August 24, 2020.

EXECUTIVE SUMMARY:
The Broadmoor Red Line Commuter Rail Station is a new station on the existing Red Line operated by Capital Metropolitan Transportation Authority (“Capital Metro” or “CMTA”). The Broadmoor Commuter Rail Station will be constructed immediately north of IBM Road, which is a private roadway, owned by Charles Schwab Investment Management, Inc. (Schwab) and Broadmoor Austin Associates, and directly adjacent to the proposed Broadmoor Development; the new development is proposed to be named Uptown ATX.

Construction of the station will include the installation of double-track and special trackwork from milepost (MP) 66.68 to MP 67.1. The project will require the reconstruction of a bridge crossing at MP 67. The platform configuration for the station includes two side-loading platforms, each having amenities consistent with other Capital Metro platforms, including fare collection, variable message signs, emergency telephones, etc. Train signaling and Positive Train Control (PTC) train control equipment will also be installed.

DBE/SBE PARTICIPATION: Procurement will be conducted by Brandywine with CMTA DBE/SBE goals. A 13 percent goal has been established for the overall station development project including tracks and PTC.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Strategic Planning and Development
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1286)
Development Agreement for Broadmoor Station

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the benefits of the development of the partnership with Broadmoor Austin Associates to develop Transit Facilities and Related Improvements at the Broadmoor Development.

WHEREAS, the agreement was negotiated between Capital Metro and Broadmoor Austin Associates in support of long-term strategic goals and in accordance with Capital Metro’s Transit Oriented Development (TOD) policy, whose goals are to increase transit ridership, to maximize long-term value, to create high-quality mixed-use development and to respond to local community goals; and

WHEREAS, the Agreement between Capital Metro and Broadmoor Austin Associates has been determined to best respond to the Agency’s TOD goals.

NOW, THEREFORE, BE IT RESOLVED that the Capital Metropolitan Transportation Authority Board of Directors affirms the partnership with Broadmoor Austin Associates and authorizes the President & CEO to negotiate and execute a Development Agreement with Broadmoor Austin Associates for the Transit Facilities and Related Improvements at the Broadmoor Development property in an amount not to exceed $12,000,000

________________________
Date: ____________________

Secretary of the Board
Eric Stratton
Broadmoor Rail Station– Key elements of Partnership

- CMTA share of $12M Not-to-Exceed Maximum. Each Party will be responsible for paying one-half (1/2) of the construction costs for the Rail Station, up to a collective total of $24,000,000 (estimated overall project budget).

- Rail station with two double-length, covered platforms - over a half mile of new double track as part of the new station.

- Brandywine will be responsible for any remaining costs of constructing the Rail Station and the remainder of the Project,
## Broadmoor P3 Development – Budget Overview

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<th>Budget</th>
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Broadmoor Rail Station - Project Timeline

**Fall 2019**
- Brandywine executes contract with engineering firm

**Winter 2019**
- 50% Design, Permit

**Spring 2020**
- 90% Design, Cost Estimate; Value Engineering; CMTA Board Presentation

**Summer 2020**
- Construction Documents Complete, Board Approval, Groundbreaking

**Fall 2020**
- Construction Commencement

**Summer 2022 (projected)**
- Proposed Station Opening,
Broadmoor P3 Development - Benefits

- Increases MetroRail Red Line station annual boardings to 240,000
- Provides a multi-modal transit connection in North Austin (Austin’s second downtown)
- Connected to a high-density, mixed-use development with a safe and walkable street grid
- Leverages private investment for a public project
- Supports Imagine Austin’s vision of a more compact and connected city
THANK YOU!
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Conduent, Inc. for the annual maintenance and support of the dispatch and vehicle systems for a base period of one year, with four one-year options in an amount not to exceed $1,300,283.
SUBJECT:
Approval of a resolution authorizing the President & CEO, or his designee, to finalize and execute a contract with Conduent, Inc. for the annual maintenance and support of the dispatch and vehicle systems for a base period of one year, with four one-year options in an amount not to exceed $1,300,283.

FISCAL IMPACT
Funding for this action is available in the FY2020 Operating Budget.

STRATEGIC PLAN:
Strategic Goal Alignment:
1. High Quality Customer Experience, 3. Sustainability

Strategic Objectives:
1.1 On-time performance, 3.6 Adherence to State of Good Repair Program

EXPLANATION OF STRATEGIC ALIGNMENT:
The Computer Aided Dispatch / Automatic Vehicle Location (CAD/AVL) Intelligent Transportation System (ITS) system are dispatch and vehicle systems critical to Capital Metro’s ability to deliver service on a daily basis. The system is used by Dispatch and Operations to manage dispatch activities, operator and vehicle assignments, vehicle location, on-time performance, incident management, and ridership tracking.

The system has been in place for over ten years with upgrades that have extended the useful life and includes equipment, hardware, software, and communications technologies on vehicles and in Dispatch operations. Having maintenance and support available for the equipment and software is essential for ensuring high availability of the systems and to ensure a high-quality customer experience to manage service expectations as well as align to Capital Metro’s commitment to manage assets in a state of good repair.

BUSINESS CASE:
This is a continuation of vendor support and maintenance for the dispatch and vehicle systems that are critical to Capital Metro’s ability to deliver high quality service on a daily basis. The current contract has no additional option years left for maintenance and support. This resolution will provide the continuation of maintenance and support along with options for future years until this system has reached the end of its useful life and is now scheduled for replacement within the next two years.

COMMITTEE RECOMMENDATION:
This agenda item will be presented to the full board on August 24, 2020.
EXECUTIVE SUMMARY:
The Computer Aided Dispatch / Automatic Vehicle Location (CAD/AVL) Intelligent Transportation System (ITS) systems are dispatch and vehicle systems critical to Capital Metro’s ability to achieve on-time performance, incident management, track ridership and deliver high-quality operations of bus and passenger rail service. This resolution provides for the ongoing licensing, maintenance, and support services of these systems for a period of up to five years.

DBE/SBE PARTICIPATION:
No SBE goal is assigned to this solicitation because it is a sole source procurement due to proprietary reason and there is no scope of subcontracting. All software, configuration, and previous enhancements installed are proprietary, and designed, hosted, and maintained exclusively for Capital Metro.

PROCUREMENT:
On June 29, 2020, a Request for Proposal Sole Source was issued and advertised. The proposal from Conduent, Inc. was received by the due date of July 17, 2020, prior to 3:00 p.m. The proposal was reviewed in all aspects of pricing and technical approach. The contract will be a fixed price for the Base Year and four (4) one-year renewal option periods.

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<thead>
<tr>
<th>Description</th>
<th>Total Award</th>
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<tr>
<td>Base Year – Hosting, Licensing, Maintenance &amp; Support</td>
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<td>Option Year 1 - Hosting, Licensing, Maintenance &amp; Support</td>
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<td><strong>Not to Exceed Total</strong></td>
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RESPONSIBLE DEPARTMENT: Information Technology
RESOLUTION
OF THE
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS

STATE OF TEXAS
COUNTY OF TRAVIS

RESOLUTION (ID # AI-2020-1218)
Dispatch & Vehicle Systems Maintenance Services

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management endeavor to provide the best customer experience to better serve Central Texas residents; and

WHEREAS, the Capital Metropolitan Transportation Authority Board of Directors and Capital Metro management recognize the need to maintain and support the Computer Aided Dispatch / Automatic Vehicle Location (CAD/AVL) Intelligent Transportation System (ITS) system 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 his designee, is authorized to finalize and execute a contract with Conduent, Inc. for the annual maintenance and support of the dispatch and vehicle systems for a base period of one year, with four one-year options in an amount not to exceed $1,300,283.

________________________
Date: _____________________

Secretary of the Board
Eric Stratton
TITLE: Bus Electrification Update
Fleet Electrification

Capital Metro Board Meeting
August 24, 2020
A Dozen Electric Buses by the End of August

Nine buses have been received to date

Proterra 40-ft Buses
• Bus 1 and 2 – Delivered in December 2019
• Bus 3 and 4 – Delivered early August
• Bus 5 and 6 – Due by end of August 2020

New Flyer 40-ft Buses
• Bus 1 through 4 – Delivered June/July 2020

New Flyer 60-ft Buses
• Bus 1 – Arrived mid August
• Bus 2 – Due to arrive by end of August 2020
Current Operations

Training
• Operator and maintenance training occurring as vehicles arrive.
• Small group of technicians and drivers trained, will grow the group over time
• OEM technicians on site to support stand up of fleet

Interim Charging
• Two chargers installed between rail facility and service island.
• Mobile charger (on a trailer) being commissioned along with New Flyer buses
• Working with OEMs on interoperability of chargers
Performance to Date

• Better than anticipated range
• Using them across the service, but have been conservative in how they are scheduled
• Worked through manufacturing issues
• The fleet has reduced CO$_2$ emissions by 17.5 tons N$_2$O emissions by 39.9 pounds
  • Equivalent to carbon captured by nearly 30 acres of U.S. forests in one year$^1$

$^1$ per estimates from the EPA at [https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator](https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator)
North Ops Yard

- Stage 1 (old Serta building footprint) complete
- Stage 2 (original MetroRapid parking) underway
- Permanent charger installations underway
  - Ready for charging by end of September

Buses parked on Stage 1 Surface
Next Steps

- Center for Transportation and the Environment -- Technical Assistance
  - Included in the 2019 Low-No grant award
  - Will assist us with fleshing out road map, including scaling up charging infrastructure
- Continued operation to gain real-world deployment experience
- Continued training to expand pool of technicians and drivers available
- Next purchase scheduled for FY22 (Transit bus and Commuter coach)
  - RFP to incorporate lessons learned from initial use and vehicle growth in support of Project Connect
THANK YOU!
TITLE: FY 2021 Budget Update
FY2021 Budget Update

Presented on August 24, 2020
FY2021 Budget Development Calendar

- Feb 6  Operating and Capital Budget kick-off meeting with departments
- Apr 15  Capital Budget requests received from departments
- Apr 19  Operating Budget requests received from departments
- May 22  Board reviews proposed budget calendar
- Jun 3   Initial review with Access Advisory Committee
- Jun 10  Initial review with Customer Satisfaction Advisory Committee
- Jun 22  Board initial review and discussion
- Jul 15  Budget proposal presented to Board Committees
- Jul 20  Budget proposal presented to Board of Directors
FY2021 Budget Development Calendar

PUBLIC OUTREACH / FEEDBACK PROCESS

• Aug 5  Presentation to Access Advisory Committee
• Aug 12 Presentation to Customer Satisfaction Advisory Committee
• Aug 24 Update Board of Directors
• Aug 24 Proposed budget document is published online
• Aug 24 Notice of public hearing on proposed budget and capital improvement plan
• Aug 24-28 Webinars and public outreach
• Sep 16 Update Board Committees
• Sep 16 Public hearing on proposed budget and capital improvement plan at noon
• Sep 28 Board of Directors considers budget proposal
Operating Revenue and Expense Updates

• Additional FY2020 sales tax receipts - $4.8 million
  – May 2020 $1.6 million and June 2020 $3.2 million higher than “Most Likely” scenario
  – Maintaining a conservative outlook for remainder of FY2020 and FY2021

• Additional operating expense contingency - $2 million
  – Flexibility for COVID related expenses or recovery budget items

• Administration pension plan expense increase - $500 thousand
  – Actuary report received in July 2020
5-Year Capital Improvement Plan Update

- Project Connect commitments from Capital Expansion Fund
  - Red Line improvements - $25 million in FY2021 - FY2022
  - MetroRapid project development for 3 lines - $6.5 million in FY2021

- Shift of funding from FY2020 to FY2021 - $12.6 million
  - Various delays due to timing of project work and COVID-19

- Enterprise Customer Relationship Management System
  - $3.3 million over 5 years

- Customer Payment Systems – $1.2 million in FY2022 – FY2023

- Data Warehouse and BI - $561 thousand in FY2021 – FY2024

- Pleasant Valley Transit Hub - $275 thousand in FY2021
# Proposed 5-Year Capital Plan

<table>
<thead>
<tr>
<th>Project Category</th>
<th>FY2021</th>
<th>FY2022</th>
<th>FY2023</th>
<th>FY2024</th>
<th>FY2025</th>
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<td>$83.6</td>
<td>$66.3</td>
<td>$32.7</td>
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<td><strong>Total Capital Projects</strong></td>
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<td>$66.3</td>
<td>$32.7</td>
<td>$17.9</td>
<td>$306.9</td>
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# Project Connect Commitments

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<tr>
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<th>FY2021 Budget</th>
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<tbody>
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<td>Red Line Improvements</td>
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<td>MetroRapid Lines - Project Development</td>
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<td>Expo Center Project Development</td>
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<td>Pleasant Valley Project Development</td>
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<td>South Lamar (803 Extensions) Project Development</td>
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<td>Capital Expansion Funds Transferred to Austin Transit Partnership</td>
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<td><strong>Total Commitments from Capital Expansion Fund</strong></td>
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<td>Capital - Preliminary Design and NEPA (Orange, Blue, Gold Line)</td>
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<td>Operating Expense - Project Connect</td>
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<td><strong>Total Project Connect Commitments</strong></td>
<td><strong>$73.0</strong></td>
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Next Steps

• Publish draft budget document online
• Virtual public webinar and recording online
• Public hearing on the proposed budget
• Budget updates to Board Committees
• Board update on Long-Range Financial Plan
• Final Board approval scheduled for September 28
THANK YOU!
TITLE: Pandemic Recovery and Improvement Plan Update
Capital Metro COVID-19 Recovery & Improvement Plan Update

Sharmila Mukherjee, EVP Planning & Strategic Development
Roberto Gonzalez, Director, Service Planning
Patricia Vidaurri, Director of Performance and Strategic Initiatives
August 24th Board Meeting
Recovery Philosophy

C A R E

Create safe places for staff & customers
Apply our resources wisely & equitably
Rely on data for decision making
Evaluate our results & adapt
Creating Safe Places & Applying Resources Wisely and Equitably

- Hand Sanitizers being installed
  - Mounted dispensers were installed at 6 key bus stops as a pilot
  - On-board vehicles coming this month

- C-A-R-E packages delivered to MetroAccess customers

- Contactless Fare Phase I Pilot is underway
Relying on Data for Decisions

- Using daily boarding data to identify ridership trends
  - Vehicle capacity with social distancing
  - Ridership Modeling with customized levers (UT in session with hybrid learning, early dismissal)
  - Revenue Service Hour Forecasting
August Service Update
Major Influences in August Service Levels

• State and Local Government Orders
  • Stay at Home Order

• University of Texas
  • Return in Fall

• AISD
  • Hybrid of in-person and online learning
Ongoing Monitoring

High Frequency Network (15-min)

- Select routes influenced by UT (7, 10, 20) significantly down due to COVID - growth anticipated in the fall with return of students.
- High ridership on main Crosstown (300) will increase with return of AISD.

Local (30-min)

- Route 1 showing growth and anticipating influence by UT return.
- Need for earlier start times and later end times to meet new work patterns

MetroRapid

- Impacted by closure of UT with growth anticipated with return in the fall of students.

Express

- Recent introduction of service on two routes (935, 982 and 985) with limited AM and PM peak trips only – anticipated influence by return of UT.
Ridership and Patterns

• Grocery and Shopping
  • Highest and Consistent Activity Generators

• Core Network
  • Specific Corridors and Routes providing key access and require additional service for physical distancing

• Frequent Network
  • Underlying network maintained to provide frequent daily service to key destinations and corridors.
Overview of Fall Service Changes

• Restoration of Service
  • Additional Frequency on Select Routes
  • Increase Span of Service on Weekdays and Saturdays
  • Resume School Service
    • UT Shuttle
    • School trips on local routes *(when schools are open)*
  • Adjust Running Times – Minor adjustments due to lower ridership / less congestion
  • MetroRail, MetroExpress & Flyers – Continue reduced service levels
MetroRapid

- MetroRapid 801 and 803 resume every 10-minute service on weekdays
Frequent & Local Routes

• Increased Frequency:
  • Route 1 every 20 minutes
    Route 7 every 10 minutes
  • Route 10 every 12 minutes
  • Route 20 every 12 minutes
  • Route 300 every 10 minutes

Route 1 continues north to Tech Ridge
UT Shuttle Changes - Overview

• Suspend combined Routes 680, 681, & 682
• Additional frequency on most shuttles beginning in the afternoon until 8:00 p.m.
• All shuttles operate until midnight
• No significant changes to registration or Sunday service
• No Finals service
C A R E Dashboard
C A R E Dashboard Preview
Evaluate Our Results & Adapt

- Continued commitment to operator, staff, customer, and community safety
- Continued commitment to being reliable, agile, and equitable in recovery planning
- Focused on Intermediate Term Restoration and Growth
  - Plan Presented at June Board
  - Monthly Update to the Board of Directors
  - Intermediate and Longer-term Considerations focus on Customer Technology Updates
THANK YOU!

METRO