



Agenda

Capital Metropolitan Transportation Authority

Board of Directors

2910 East 5th Street
Austin, TX 78702

Friday, October 29, 2021

10:00 AM

Austin Convention Center

Joint Meeting with Austin City Council and Austin Transit Partnership Board

I. Call to Order

II. Public Comment:

III. Discussion Items:

1. Staff briefing and discussion on the Project Connect Annual Management Report.
2. Staff briefing and discussion on public feedback received on the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership and on other action items for consideration.

IV. Action Items:

2. Approval of a resolution directing the President & CEO to continue coordination with the City of Austin on opportunities for regulations and procedures that ensure the on-time delivery of the Project Connect program.
1. Approval of a resolution authorizing the President & CEO to finalize and execute the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership.

VII. 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; Jeffrey Travillion, Vice Chair; Eric Stratton, Secretary; Terry Mitchell; Becki Ross; Ann Kitchen, Leslie Pool 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.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-234

Agenda Date: 10/29/2021

Staff briefing and discussion on the Project Connect Annual Management Report.



Project Connect

City Council, Capital Metro Board, ATP Board
Joint Meeting
October 29, 2021





Project Connect Management Report



A Year of Success...

A Year of Success...

COMMUNITY IMPACT
NEWSPAPER
LOCAL. USEFUL. EVERYONE GETS IT.®

CENTRAL AUSTIN

IMPACTS TRANSPORTATION GOVERNMENT BUSINESS DINING NEWSLETTER

Austin > Central Austin > Transportation

After historic public transportation vote, here is what's next for Project Connect in Austin

Austin American-Statesman
SERVING OUR COMMUNITY SINCE 1871

News Sports Opinion USA TODAY Austin360 Hookem.com Obituaries E-Edition Legals

LOCAL

Now that voters have said yes, Project Connect's real work starts

Philip Jankowski
Published 12:43 p.m. CT Nov. 6, 2020

SECTIONS SEARCH THE AUSTIN CHRONICLE

NEWS FOOD MUSIC SCREENS ARTS QUEER EVENTS CLASS

NEWS

New Transit Agency Takes Command of Project Connect

Let's get rolling!

BY MIKE CLARK-MADISON, FRI., JAN. 29, 2021

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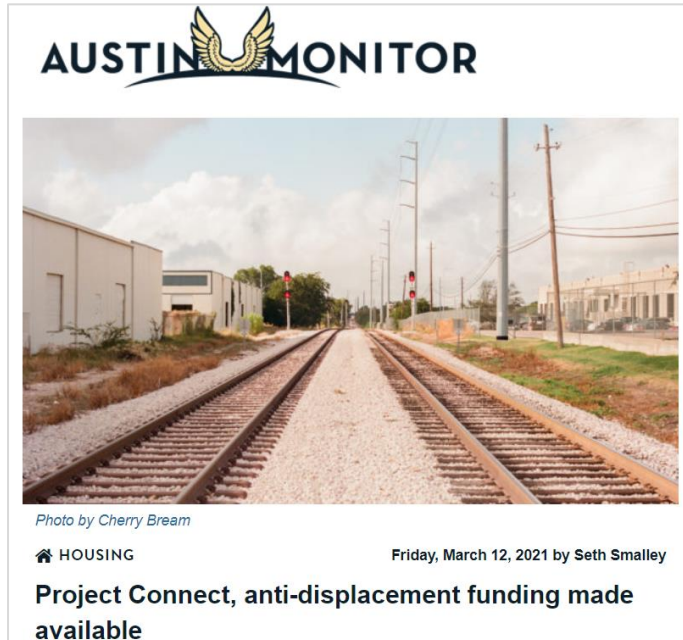
KVUE abc News Weather Near Me VERIFY

CORONAVIRUS SCHOOLS FOREVER FAMILIES DEFENDERS RADAR

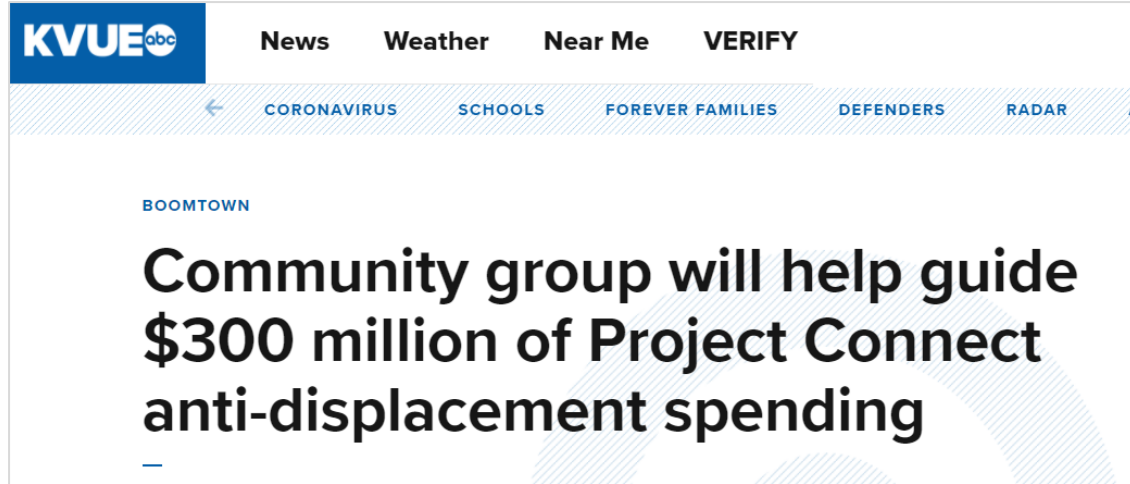
BOOMTOWN

2 Project Connect routes recommended for federal funding

A Year of Success...



A Year of Success...



A Year of Success...

FOX 7
A U S T I N

Live News Good Day Weather Traffic Contests Email

Subway plans proposed for Downtown Austin as part of Project Connect

By Steven Sarabia | Published July 14 | Capital Metro | FOX 7 Austin

AUSTIN MONITOR





Photo by ATXN

 TRANSIT

Friday, June 25, 2021 by Seth Smalley

Transit partnership fields Orange Line updates for Project Connect

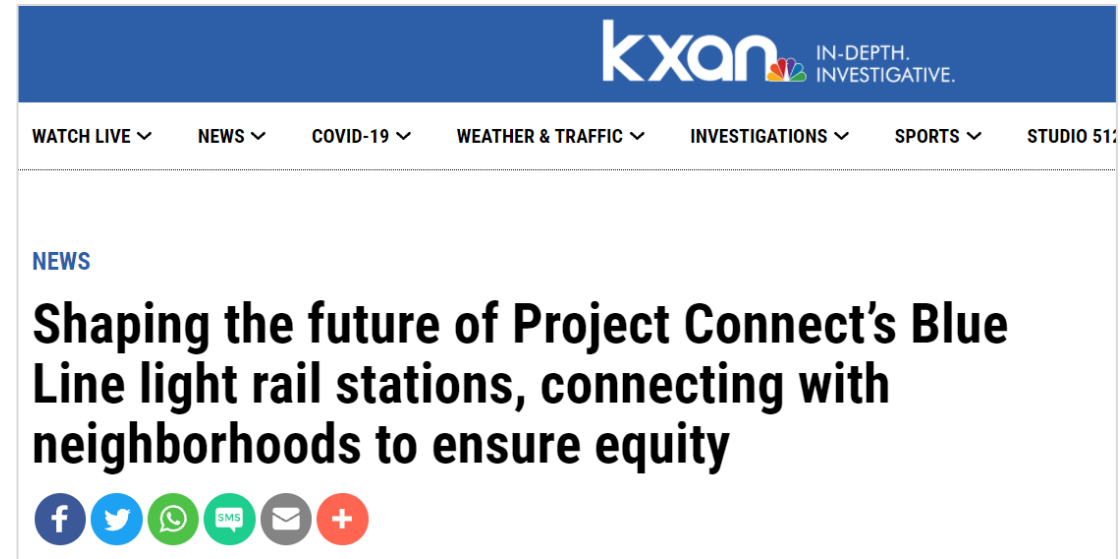
COMMUNITY IMPACT
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Austin > Central Austin > Transportation

Project Connect officials promise equity will be at forefront of initiative



A Year of Success...



Governance & Management

- Seated in January 2021, the independent **ATP Board of Directors** bring diverse lived and to the govern



**Veronica Castro
de Barrera**
Board Chair



**Dr. Colette
Pierce Burnette**
Vice Chair



**Mayor
Steve Adler**
Board Member



Eric Stratton
Board Member



Tony Elkins
Board Member



Gina Fiandaca
Ex-Officio



Randy Clarke
Executive Director



Over the past year, ATP has hired a talented staff of seasoned professionals from across the country, many with **847** years of professional experience and **363** years of experience in transit and large projects.

2021 Program Highlights

- Kickoff ceremony in September for **Leander-Lakeline double-tracking** project. Construction will be completed in Fall 2022.
- Pickup, the on-demand neighborhood circulator service, launched **three** new Project Connect funded zones in 2021, all were delivered on schedule.
 - North Oak Hill, South Menchaca, Dessau
 - **11** total Pickup zones in operation



Program Values

- **Project Connect** will create a comprehensive transit system that transforms our community into one of the most sustainable, inclusive and innovative in the country.



Opportunity and Equity



Environment and Sustainability



Innovation and Technology

- Project Connect will generate thousands of good local jobs and careers.
- Connect more neighborhoods with a comprehensive rail and bus system reaching more areas of Austin and with higher frequency.
- Make it easier for Austinites to access employment opportunities, healthcare, education, and essential services.
- \$300 million anti-displacement fund to create and maintain affordable places to live as well as ensure the benefits of Project Connect are equitably shared.

Program Values

- **Project Connect** will create a comprehensive transit system that transforms our community into one of the most sustainable, inclusive and innovative in the country.



Opportunity and Equity



Environment and Sustainability



Innovation and Technology

- Project Connect will reflect the shared passion for the environment in Austin.
- Commitment to diligent stewardship of our climate during design, construction and operations of transit projects.
- Set an industry standard for advanced green transit system operations by managing water use, landfill waste and carbon emissions.
- Operate a zero-emissions transit system.

Program Values

- **Project Connect** will create a comprehensive transit system that transforms our community into one of the most sustainable, inclusive and innovative in the country.



Opportunity and Equity



Environment and Sustainability



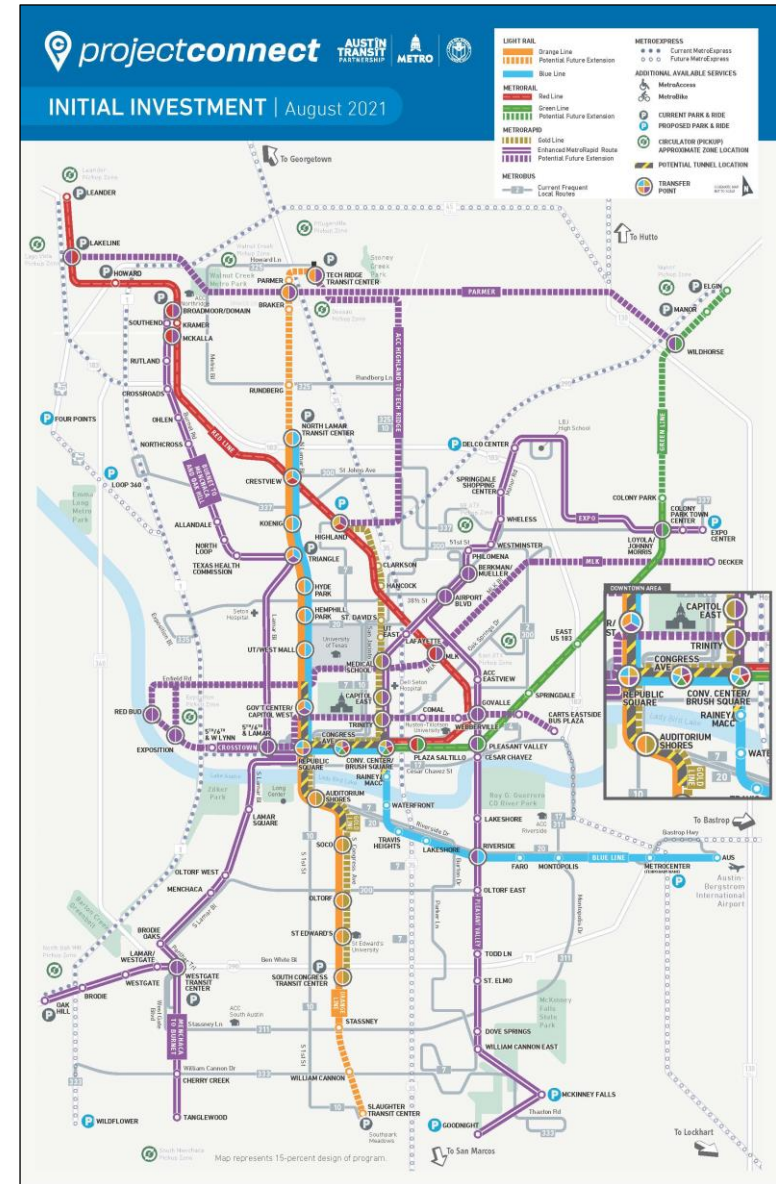
Innovation and Technology

- Project Connect will embrace innovation and technology to make transit in Austin easier, more efficient and safer.
- Make it easier for customers to use the transit system with advanced digital wayfinding and customer fare system technology.
- Integrate modern, innovative design throughout the system, with stations and bus stops that reflect the communities they are in.

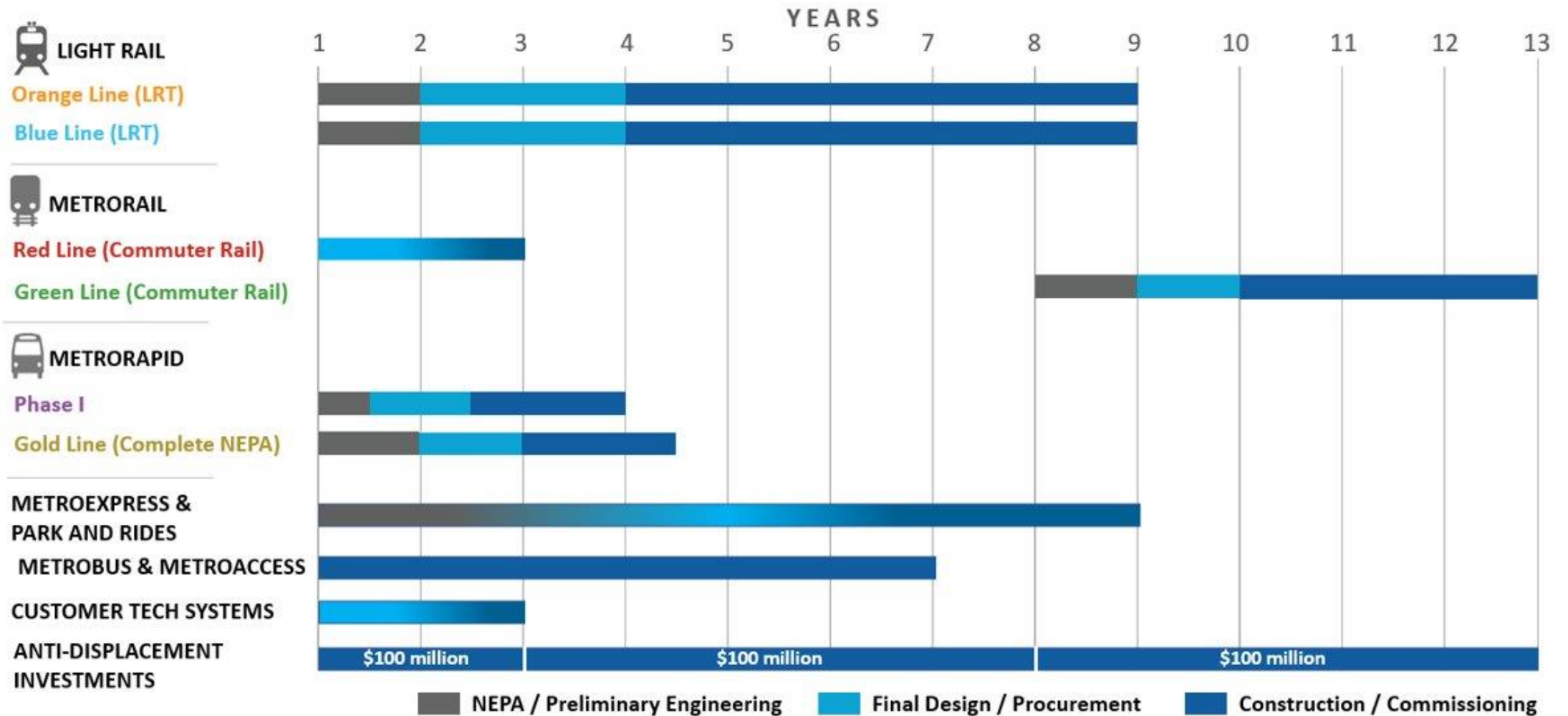
Program Overview

- **Project Connect** is a transformative program of projects, designed to increase community connectivity and make Austin one of the most equitable, sustainable and innovative areas in the country.
- Light Rail
- Regional Rail
- Transit Tunnel
- Park & Rides
- Circulators (Pickup)

The **Austin Transit Partnership (ATP)** was created by Capital Metro and the City of Austin to lead implementation of the voter-approved program.



Program Overview



- Community engagement grew out of in-person and virtual public meetings, joint Capital Metro Board and Austin

**PEOPLE IN THE AUSTIN REGION
ENGAGED IN PROJECT CONNECT**

the con



Advisory Committees & Working Groups

- A key element of community engagement is consultation with our **advisory committees**. Each was appointed and began meeting regularly this year to advise **policy makers and staff on specific areas of the Project Connect program.**
- **Community Advisory Committee (CAC)**
- **Engineering, Architecture, Construction (EAC) Advisory Committee**
- **Finance & Risk Advisory Committee (FAR)**
- **Planning, Sustainability, Equity and DBE Advisory Committee (PSEC)**

Working Groups, comprised of business and residential stakeholders, have been convened to provide input specific to their area of the Blue and Orange Lines.



Project Connect Program Office

- As the program progresses, the ATP, Capital Metro, and City of Austin teams need a collaborative space to work together. The **Project Connect Program Office** (203 Colorado Street) will also provide space for future board, advisory committee, public meetings, and more.



City of Austin & Project Connect

- The City of Austin has a team dedicated to Project Connect that is housed within the City's Management Services Department, reporting to Assistant City Manager Gina Fiandaca.

- The City's support of Project Connect is a continuation of the partnership that was created during the development of the Project Connect System Plan, which is a key component of the City's Mobility Plan.

Unify City departments to support, facilitate & approve technical aspects of Project Connect within the City of Austin's purview to support overall project schedule.

Identify and improve capital project permitting processes, in partnership with Development Services Department and other departments.

- The office is funded via an interlocal agreement with ATP to provide

Identify and improve utility criteria, in partnership with City of Austin utility departments

plem

Coordinate the City of Austin's National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) participating agency process, and monitor its implementation.

- **Goals of the team include:**

City of Austin & Anti-Displacement

- **Anti-Displacement Investments:**

- Project Connect includes **\$300 million** for transit-supportive anti-displacement strategies, aimed at mitigating potential negative impacts associated with transit investments.
- The approved Project Connect referendum included direction to City staff to create an **Equity Assessment Tool** to analyze potential unintended effects or opportunities to build economic mobility for residents along transit corridors.
- Release the Racial Equity Anti-Displacement Tool and Report, host community learning sessions.
- Finalize a grants award process for anti-displacement investments in partnership with the CAC.
- Launch a new program to fund rapid land acquisition for qualified, non-profit affordable housing developers.
- **Racial Equity Anti-Displacement Tool:**

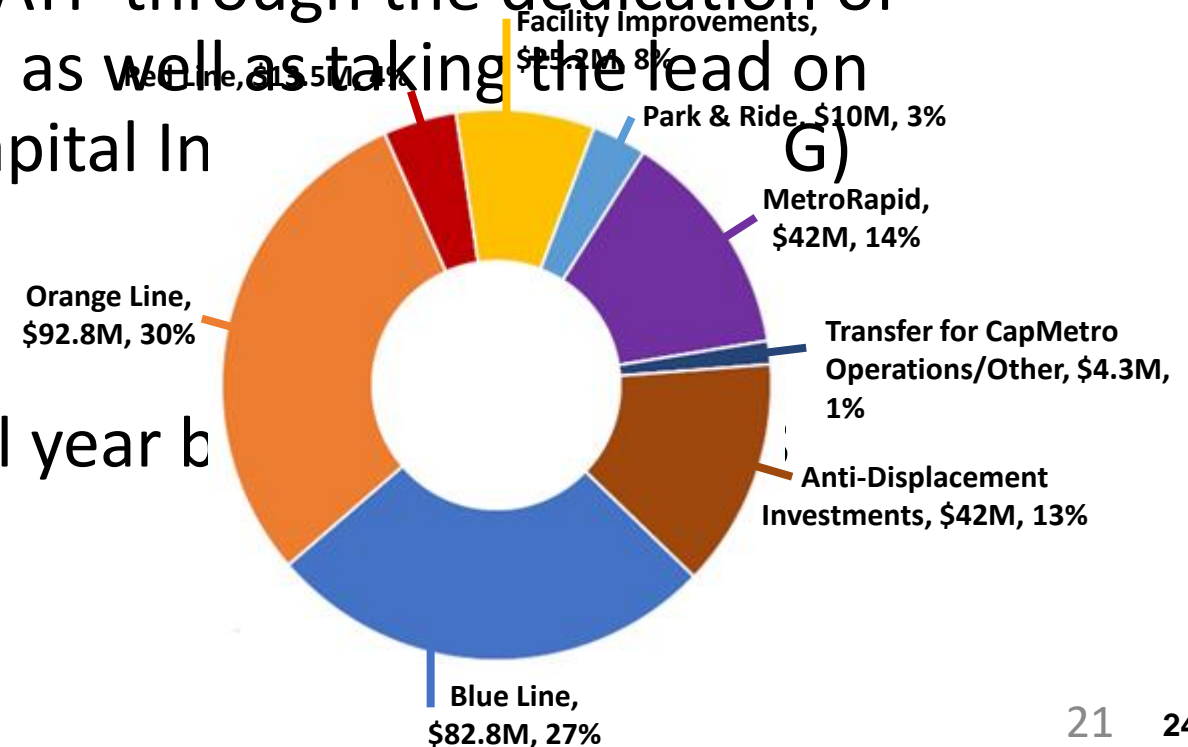
ATP Funding & Budget

- With the approval of the Project Connect referendum, 8.75 cents of the City of Austin's property tax rate is dedicated to the ATP to fund implementation of Project Connect.

- Capital Metro is also contributing to ATP through the dedication of the agency's Capital Expansion Fund, as well as taking the lead on

- the Federal Administration's (FTA) Capital Investment Program
- 13% of budget for transfer to the City of Austin for transit supportive, anti-displacement investments

- 1% of budget for transfer to Capital Metro for neighborhood circulator (Pickup) operations
- The ATP Board approved its first fiscal year budget for FY 2022.



MetroRapid Progress

METRORAPID

DEVELOPMENT

TIMING

Expo & Pleasant Valley, Status: *On Schedule*

- 1. Categorical Exclusion approved by FTA..... May 2021
- 2. Completed 30% design May 2021
- 3. Published in President Biden's FY22 Annual Report on Funding Recommendations..... May 2021
- 4. Project Management Oversight Consultant assigned by FTA; kickoff meeting held..... June 2021
- 5. Bus procurement approved..... September 2021
- 6. Anticipated IDIQ construction contract award..... October 2021
- 7. Anticipate start of construction Winter 2022
- 8. Anticipate start of revenue service Summer 2023

Gold Line, Menchaca and Oak Hill, Status: *On Schedule*

- 1. Analyzed options for federal funding and project implementation phasing August 2021
- 2. Gold Line anticipated start of construction..... January 2023
- 3. Gold Line anticipated start of revenue service June 2024
- 4. Menchaca anticipated start of construction..... June 2022
- 5. Menchaca anticipated start of revenue service January 2024



MetroRail & Pickup Progress

RED LINE

DEVELOPMENT

TIMING

McKalla Station, Status: *On Schedule*

- 1. Categorical Exclusion submitted to FTA in June; approved in August 2021.....August 2021
- 2. 30% design completed.....August 2021
- 3. Anticipated contract approval.....January 2022
- 4. Anticipated construction start.....May 2022
- 5. Anticipated station opening..... Fall 2023

Lakeline-to-Leander Double Tracking, Status: *On Schedule*

- 1. 100% design completeJuly 2021
- 2. Track improvements construction started October 2021
- 3. Anticipated Lakeline-Leander construction completion Fall 2022



NEIGHBORHOOD CIRCULATORS

Status: *On Schedule*

TASK

TIMING

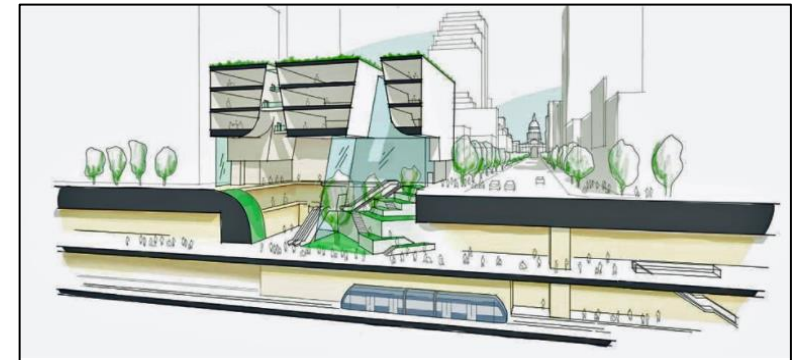
- 1. Dessau zone launched June 2021
- 2. South Menchaca zone launched.....July 2021
- 3. Integrated Pickup into trip planning module of CapMetro AppJuly 2021
- 4. North Oak Hill zone launched.....August 2021
- 5. Public-facing dashboard for an early 2022 release In Progress

Orange & Blue Line Design Progress

ORANGE AND BLUE LINE FIELD AND ENGINEERING ACTIVITIES

Status: *On Schedule*

| TASK | TIMING |
|---|--------------|
| 1. Surveys completed for geotechnical boring locations | January 2021 |
| 2. Heritage tree surveys | In Progress |
| 3. 15% Draft Design Package comment disposition, reviewed with technical stakeholders, and revisions for final submittal underway | June 2021 |
| 4. Completed scheduled borings for subway tunnel..... | July 2021 |
| 5. Archeological, noise and vibration, and environmental field investigation underway | In Progress |
| 6. Continuing coordination with COA on guideway, roadway, bike/ped facilities and planned development | In Progress |
| 7. Initiated next round of Subsurface Utility Engineering for 30% design | In Progress |
| 8. Ongoing development of traffic analysis..... | In Progress |
| 9. Hydraulic analysis of FEMA creek crossings..... | In Progress |
| 10. Continued water quality and drainage impact analysis..... | In Progress |



Looking Ahead



- 1. Groundbreaking for MetroRapid Expo constructionWinter 2021/2022
- 2. Groundbreaking for Pleasant Valley constructionWinter 2021/2022
- 3. Small Starts Grant Agreements for Expo and Pleasant Valley Spring 2022
- 4. Groundbreaking for McKalla Station Spring 2022
- 5. Submit Ratings Package to FTA for New Starts Evaluation
for Orange and Blue LinesSummer 2022
- 6. Draft Environmental Impact Statements available for public reviewSummer 2022
- 7. Finalize 30% design plans for Orange and Blue LinesSummer 2022
- 8. NEPA-Record of Decision..... Winter 2022/2023
- 9. FTA: Entry to Project Engineering Summer 2023
- 10. FTA: Full Funding Grant Agreement..... Fall 2024

Orange and Blue Lines Key Project Milestones





Questions?





projectconnect

ANNUAL MANAGEMENT REPORT 2021



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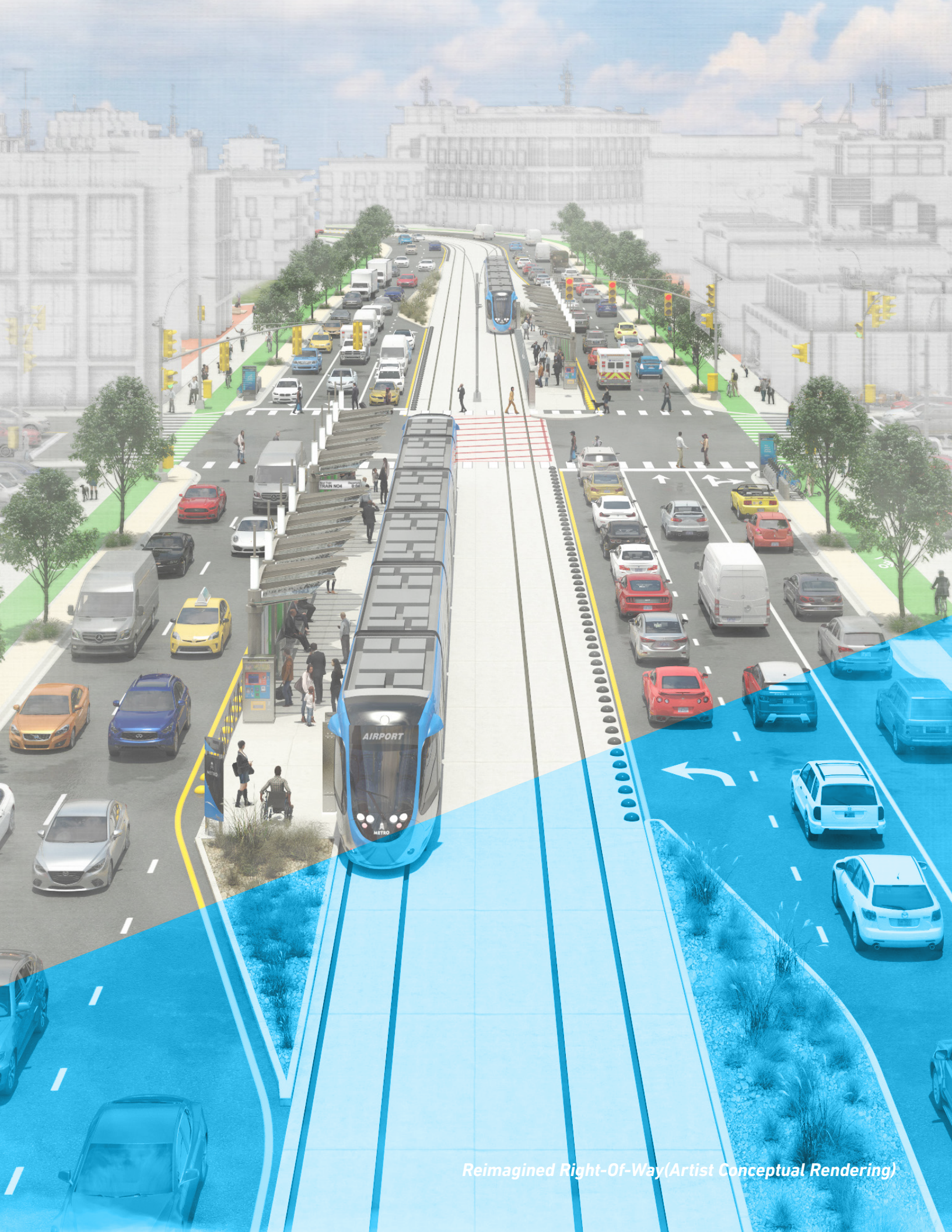
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Reimagined Right-Of-Way(Artist Conceptual Rendering)

A STRONG START

In less than a year, we've accomplished great things. Through the referendum in November 2020, CapMetro and the City of Austin came together to form the Austin Transit Partnership (ATP). Our talented team has grown to meet the needs of program implementation, multiple interlocal agreements have been entered into, the Community Advisory Committee and ATP technical advisory committees have been formed, contracts have been awarded, budgets approved, and a new, exciting phase of community engagement has begun. We have seen our MetroRapid projects advance in the design and federal processes, and Orange and Blue Lines have been granted entry into Project Development by the Federal Transit Administration. These are significant milestones for Project Connect and speak to the capabilities and dedication of our policy makers and staff.

This program of projects is a once-in-a-lifetime opportunity to transform Austin, a city of one million residents and growing. While the program is an investment in robust public transportation, it is also a long-term investment in equity, affordability, sustainability and economic opportunity for all. Project Connect, implemented by ATP, Capital Metro, the City of Austin and community partners, will ensure the wellbeing of the community we call home for generations to come.

Sincerely,

Randy Clarke

President & CEO,
Capital Metro

Executive Director,
Austin Transit Partnership



MetroBike is an important part of mobility connectivity, offering first-mile and last-mile transit.

VALUES

PROJECT CONNECT REFLECTS THE COMMUNITY'S VALUES

When voters approved the Project Connect program in November 2020, the desire for progress was greater than just adding more buses and trains. The endorsement reflected the need to build a region that embraces every community and provides connectivity for all residents to the beauty and opportunity of Austin. A more equitable, sustainable and innovative region that lives up to its potential.

These community values, which we've heard throughout our ongoing community engagement efforts, are reflected throughout each project in the program:

Opportunity and Equity

- Project Connect will generate thousands of good local jobs and careers.
- Connect more neighborhoods with a comprehensive rail and bus system reaching more areas of Austin and with higher frequency.
- Make it easier for Austinites to access employment opportunities, healthcare, education, essential services and entertainment.
- \$300 million anti-displacement fund specifically to create and maintain more affordable places to live as well as ensure the benefits of Project Connect are equitably shared.



Environment and Sustainability



- Project Connect will reflect the shared passion for the environment in Austin and the surrounding areas.
- Commit to diligent stewardship of our climate during design, construction and operations of transit projects.
- Set an industry standard for advanced green transit system operations by managing water use, landfill waste and carbon emissions in all operations.
- Include a zero-emissions transit system.

Innovation and Technology



- Project Connect will embrace the spirit of innovation and tech in Austin to make transit easier, more efficient and safer.
- Make it easier for customers to get to their destination with up-to-date, digital wayfinding technology and customer fare systems.
- Integrate modern, innovative design into infrastructure throughout the system, with stations and bus stops that reflect the neighborhoods they are in.

***PROJECT CONNECT
WILL CREATE A COMPREHENSIVE TRANSIT
SYSTEM THAT TRANSFORMS US INTO ONE
OF THE MOST SUSTAINABLE, INCLUSIVE AND
INNOVATIVE COMMUNITIES IN THE COUNTRY.***

AUSTIN TRANSIT PARTNERSHIP FORMATION

On November 3, 2020, Austin voters provided a dedicated revenue stream through an increase in their property tax rate to fund Project Connect. CapMetro and the City of Austin had come together to develop the Project Connect program to reflect what they had heard from Austin residents about what was needed in transit: a widely connected system that built equity for all Austinites, honored the shared value of sustainability and respect for the environment, and reflected the latest in technology and innovation in construction and transit operations.

The ballot referendum also authorized an independent board to oversee and finance the acquisitions, design and construction of the expansion program. In anticipation of a successful election, Capital Metro and the City authorized the execution of an interlocal agreement creating the Austin Transit Partnership (ATP). ATP’s Articles of Incorporation were signed by the Secretary of State on December 23, 2020, establishing ATP as a local government corporation, and operations began on January 1, 2021.



Program Element Leads



Orange Line
Blue Line
Tunnel
Green Line - Ph. 1
Facilities



MetroRapid
MetroExpress
Pickup
Customer Technology Upgrades
Red Line Improvements

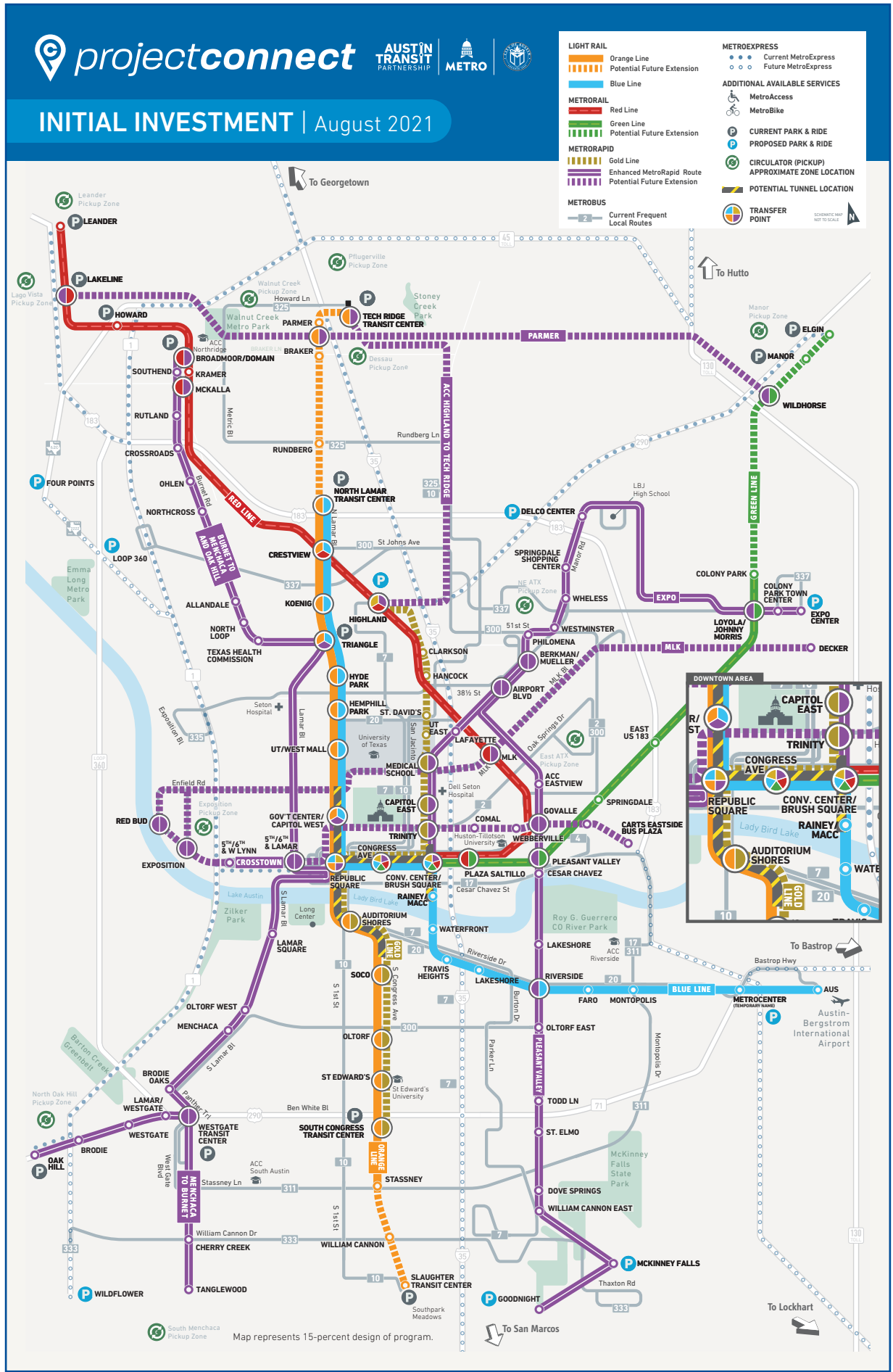


Transit Supportive
Anti-Displacement
Investments
Utilities Relocations
Permitting
Right of Way

PROJECT CONNECT PROGRAM OFFICE

Work has begun on this transit expansion program and our teams needed a collaborative space to work together. The office will provide room for future board meetings, advisory committees, public meetings and more. Buildout is being completed, and the public will be invited to an open house in early 2022 to introduce the space to the community. The locations is serve by most CapMetro services, including MetroBus, Metro Rapid and MetroExpress.





PROGRAM OVERVIEW

This program of projects is a transformative public transit expansion program that will bring many firsts to Austin. The program is designed to increase connectivity to more neighborhoods in the Austin metro area with the goal to make Austin one of the most equitable, sustainable and innovative areas of the country.

LIGHT RAIL

The backbone of Project Connect is a light rail system consisting of two primary lines. The Orange Line starts at the North Lamar Transit Center, travels south through downtown and along South Congress Avenue to Stassney Lane. The Blue Line will travel from downtown, through Travis Heights, and east on Riverside Drive to Austin-Bergstrom International Airport.

REGIONAL RAIL

Enhancements on the Red Line are also scheduled, with additional track planned to increase capacity and safety, as well as a new station at Q2 Stadium that will open in 2023.

TRANSIT TUNNEL

Light rail will travel below ground through the transit tunnel, separating it from traffic at street level. Key to the safety, connectivity and on-time performance of the entire system will be an underground concourse downtown connecting the Convention Center/Brush Square, Rainey/MACC, Congress Avenue and Republic Square light rail stations. Customers will be able to

connect to both the Orange and Blue light rail lines (which will travel below downtown in subway tunnels), the Red and Green regional rail lines, future Gold Line and many bus routes through the downtown transit hub.

ENHANCED BUS SERVICE

Project Connect includes four new MetroRapid routes to enhance frequency. The plan also envisions a zero-emissions bus fleet, and the agency has already completed an electric bus charging yard in North Austin.

PARK & RIDES

New Park & Rides and regional transit centers will be funded, enabling customers from the greater Austin area to connect efficiently to the transit system reducing single occupancy vehicle trips and congestion.

CIRCULATOR (PICKUP)

Innovative industry-leading on-demand pickup and drop-off service within geographic zones offer connections into the transit system.

AUSTIN TRANSIT PARTNERSHIP GOVERNANCE & MANAGEMENT

BOARD OF DIRECTORS

The board of directors of the ATP includes professionals with broad areas of expertise, including architecture, procurement, public engagement, city government and finance. Most importantly, board members also have a passion to enhance Austin's quality of life with infrastructure needed to support the growth Austin is projected to have in the next decade.



**Veronica Castro
de Barrera**
Board Chair



**Dr. Colette
Pierce Burnette**
Vice Chair



**Mayor
Steve Adler**
Board Member



Eric Stratton
Board Member



Tony Elkins
Board Member



Gina Fiandaca
Ex-Officio



Randy Clarke
Executive Director

ATP LEADERSHIP TEAM

The Austin Transit Partnership is led by a team of seasoned transit, real estate, design, engineering, construction and urban planning professionals with a current combined 301 years of experience in public transit.

Not only that, the leadership team has worked on transportation in major cities across the U.S. such as Boston, New York City, Phoenix, Dallas, Houston, Los Angeles, San Francisco and Washington, D.C.

Extensive, Diverse Experience From Across the Country



Government, Non-Profit, Private Sector Professional Experience

- Design
- Engineering
- Law
- Finance
- Procurement
- Outreach
- Planning
- Real Estate
- Architecture
- Systems



COMMUNITY ENGAGEMENT

This plan and the services that will emerge from the Project Connect program of projects are for all people in Central Texas — those who live here now and those who will live here in the future. For that basic and fundamental reason, we need to know and understand the thoughts, hopes and ideas that come from the community.

Community engagement grew out of public meetings, joint Capital Metro Board of Directors and Austin City Council work sessions, and the contributions of tens of thousands of community members who showed up to give feedback while Project Connect was being formed.

Collectively, the Project Connect community engagement team has dozens of years of experience speaking to and working directly with Central Texas residents, neighborhood groups and community organizations. More than that, they have spent the last several years working on Project Connect. There's no one who better knows both the in-the-weeds details of Project Connect and the concerns of the people of Austin and the surrounding area.

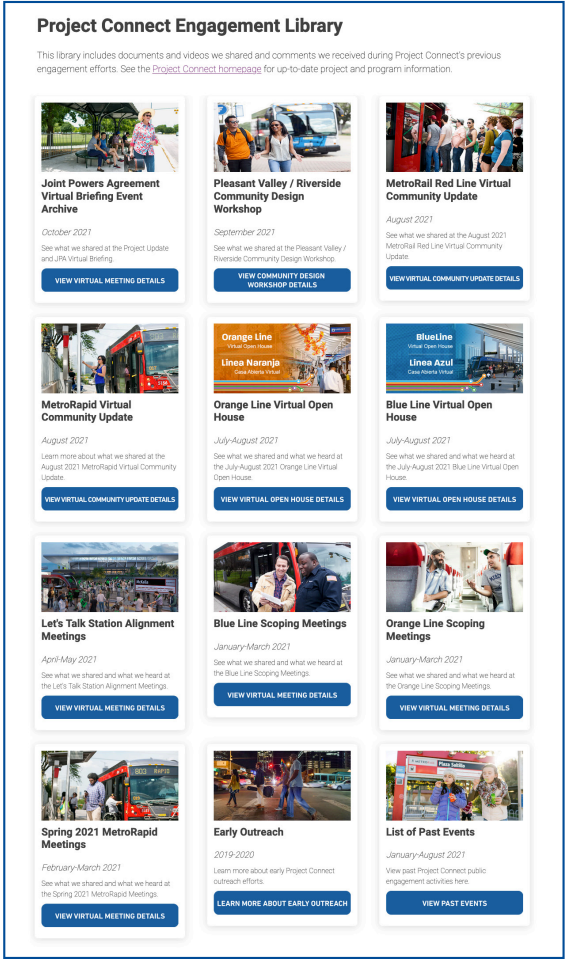
When the vote was taken, a majority of voters (57.94%) decided that Austin needed to move forward with a transit expansion program. The voices of the community have and will continue to be critical to the success of the program as it cultivates a community asset that we are building. People are at the center of Project Connect.

82,000
AND COUNTING
PEOPLE IN THE AUSTIN REGION
ENGAGED IN PROJECT CONNECT

COMMUNITY ENGAGEMENT DURING THE PANDEMIC

Amid the pandemic this year, even more public involvement and awareness was required, as engineering, station alignment and many other elements approached 15% design. We also needed to update the community on developments on the Red Line and MetroRapid. The inability to host in-person events required the Project Connect teams to think creatively and turn to available technology.

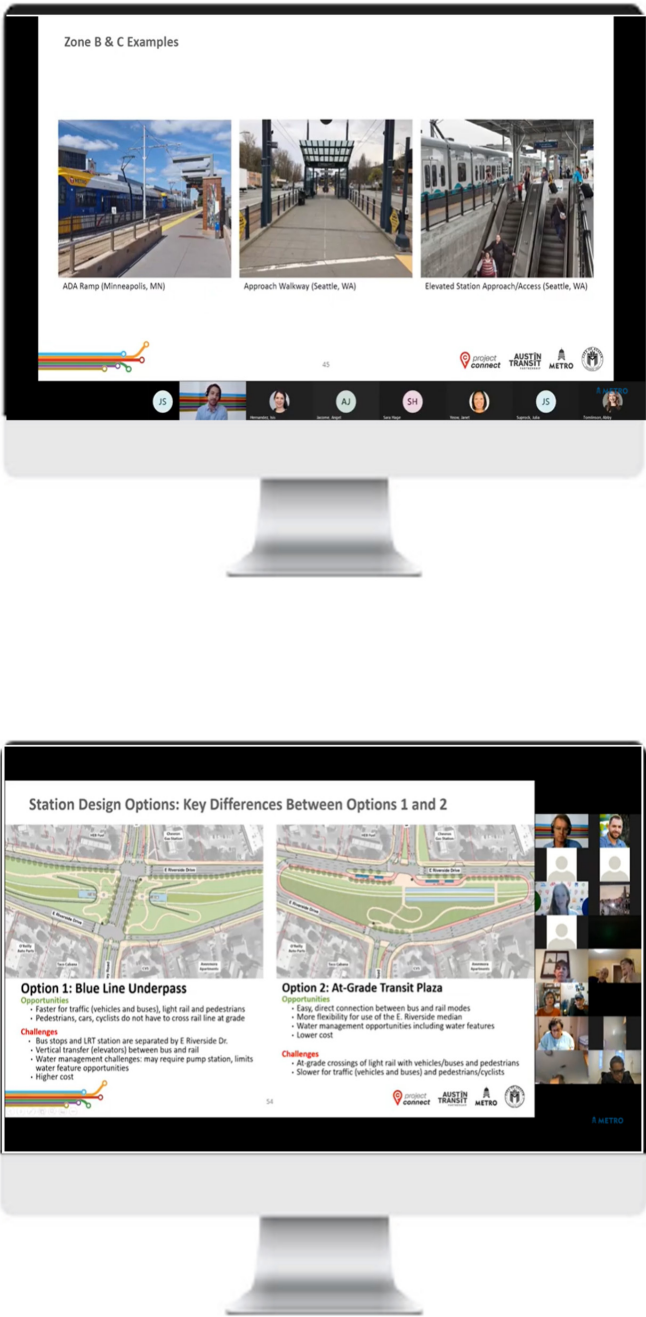
The teams implemented a new tool, PublicInput.com, as a path to reach the community, hold virtual meetings and provide a place for the community to review important Project Connect content. This new web platform also features robust customer relationship management (CRM) capabilities that enable the teams to communicate with the public through subscription email lists. The Engagement Library, which is housed on the platform, is a comprehensive collection for the community to transparently review all documents and view presentation videos at their convenience. Spanish language documents and videos are also stored here. While the pandemic presented challenges to the traditional way of engaging with the community, it appears that online engagement has increased the number of people who are able to attend the virtual meetings:



PROJECT CONNECT COMMUNITY ENGAGEMENT TEAM RECOGNIZED FOR ADAPTABILITY DURING PANDEMIC

In its 14th Annual Competition, the Transportation Research Board awarded the Project Connect community engagement team runner-up status for our success continuing outreach efforts for the development of Project Connect during the pandemic.

- Station alignment meetings in April discussed the different types of stations in consideration, what impacts the station location decisions and the amenities that can enhance the customer experience. These meetings were hosted by the design teams with Q&A time at the end of the presentation. The station alignment workshops drew 1,528 participants from the community.
 - 15% design meetings on the Orange and Blue Lines were held in July/August, and were hosted by engineering leads as well as key ATP staff. The right-of-way roll plots were shown and discussed, and 981 community members logged on to attend.
 - The Pleasant Valley/Riverside meeting held in September discussed the options for building a major transit hub at that intersection, and sparked a lively, interactive discussion from community members who live in the area and are most likely to use the station.
- Future workshops include:**
North Lamar Transit Center (Nov 10)
The Drag (Nov 15)
Crestview, 4th Street, and 29th and Guadalupe will be conducted before the end of 2021



ADVISORY COMMITTEES

A key element of engagement with the public is consultation with advisory committees, which meet routinely to advise the board, staff and consultants on specific areas of the program:

Community Advisory Committee (CAC)

Focus on \$300 million anti-displacement investments, equity scorecard KPIs, and equitable transit-oriented development study. Provide input on program equity with EAC, FAC and PSEC committees. Staffed by the City of Austin and ATP staff.

Interagency Technical Advisory Group (ITAG)

Representatives from partner government agencies focused on technical coordination. Staffed by Dave Couch, Chief Program Officer.

Engineering, Architecture, Construction (EAC) Advisory Committee

Focus on technical engineering, architecture, and construction. Staffed by: Dave Couch, Chief Program Officer and John Rhone, Deputy Program Officer. Board Liaison: Chair Veronica Castro De Barrera.

Finance Advisory Committee (FAC)

Focus on program budget, audit, and financing. Staffed by: Greg Canally, Chief Financial Officer and Chief Development Officer. Board Liaison: Tony Elkins.

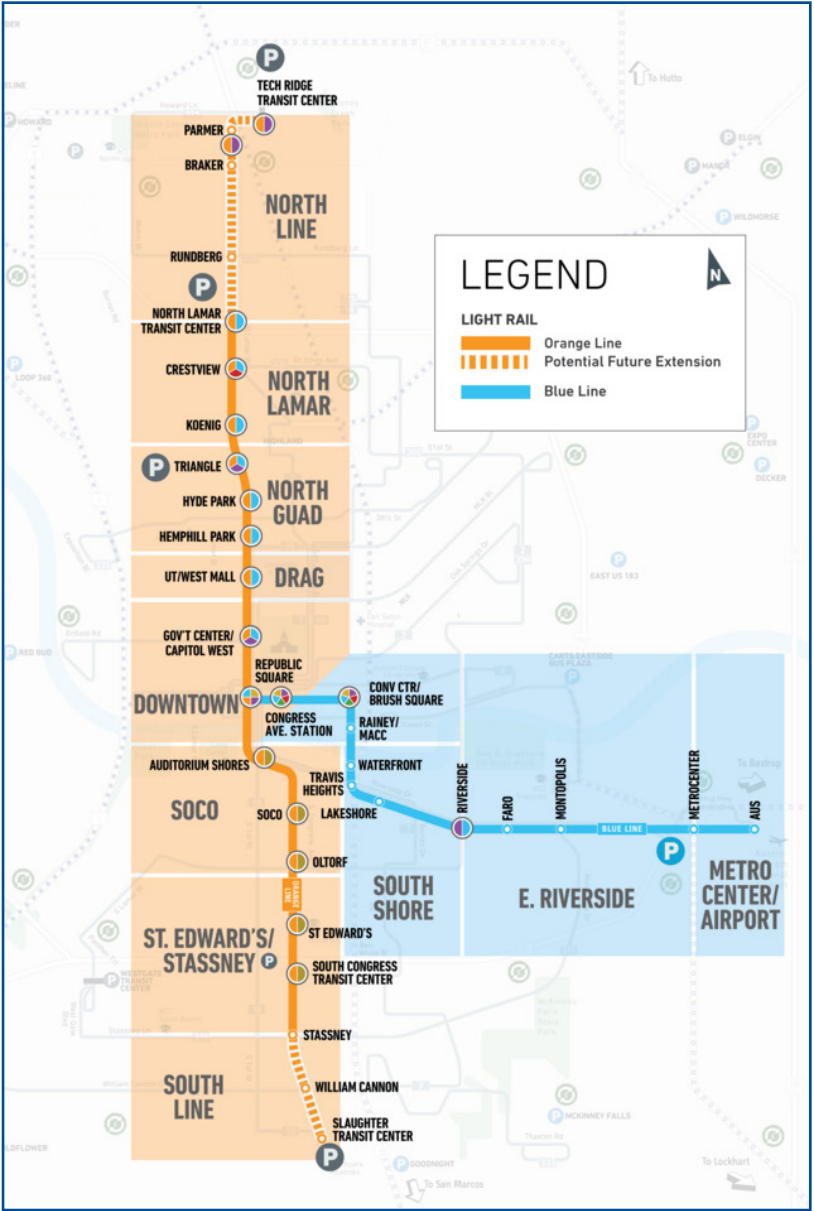
Planning, Sustainability, Equity and DBE Advisory Committee (PSEC)

Focus on disadvantaged business enterprise and local business support programs, community planning and engagement other than anti-displacement funding, program equity, urban design, accessibility and environmental programs. Staffed by: Peter Mullan, Chief of Architecture and Urban Design and Jackie Nirenberg, Director of Community Engagement. Board Liaison: Vice Chair Colette Pierce Burnette.

Notes:
The Community Advisory Committee was formed in March 2021.
The Technical Advisory Committee was formed in May 2021.

WORKING GROUPS

Representatives of the business community, neighborhoods and area stakeholders for light rail design and construction form the working groups. The groups are segmented based on the neighborhoods around the proposed Blue Line and Orange Line light rail routes, although participation is open to everyone.



Working Groups are segmented into neighborhoods along the projected routes of the Orange and Blue light rail lines.

THE CITY OF AUSTIN AND PROJECT CONNECT

SUPPORTING THE AUSTIN TRANSIT PARTNERSHIP WITH CRITICAL ASPECTS OF PROJECT CONNECT IMPLEMENTATION, INCLUDING UTILITY COORDINATION, PERMITTING AND DESIGN

The City of Austin has a team dedicated to Project Connect that is housed within the City's Management Services Department, reporting to Assistant City Manager Gina Fiandaca. The team's mission is to connect communities by supporting the delivery of the city's high-capacity transit system with a focus on collaboration, innovation, technical excellence and efficiency.

ANTI-DISPLACEMENT INVESTMENTS

Project Connect includes \$300 million for transit-supportive anti-displacement strategies, aimed at mitigating potential negative impacts associated with the transit investments. When voters approved the Project Connect referendum, it included direction to City staff to create an Equity Assessment Tool to analyze potential, unintended, or undesirable effects of the transit investment and opportunities to make investments to build economic mobility for residents along the transit corridors.

RACIAL EQUITY ANTI-DISPLACEMENT TOOL

City staff collaborated with community members with lived experience of risk for displacement to develop a Racial Equity Anti-Displacement Tool. The Tool can help guide anti-displacement investments related to

The City's support of Project Connect is a continuation of the partnership that was created during the development of the Project Connect System Plan and the Austin Strategic Mobility Plan. This office is funded via an interlocal agreement with Austin Transit Partnership to provide services in support of Project Connect implementation.

Project Connect to ensure that as the project moves forward, investments to help stabilize the affected community are centered within the Project Connect corridors.

IN FISCAL YEAR 2022, CITY STAFF WILL:

- Release the Racial Equity Anti-Displacement Tool and Report
- Host learning sessions for the community
- Finalize a grants awards process for anti-displacement investments in partnership with the Project Connect Community Advisory Committee.
- Launch a new program providing funding for rapid land acquisition for qualified, nonprofit affordable housing developers, developed by the Austin Housing Finance Corporation in collaboration with community stakeholders.

GOALS



Unify City departments to support, facilitate & approve technical aspects of Project Connect within the City of Austin's purview to support overall project schedule.



Identify and improve utility criteria, in partnership with City of Austin utility departments.



Identify and improve capital project permitting processes, in partnership with Development Services Department and other departments.



Coordinate the City of Austin's National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) participating agency process & monitor its implementation.

FISCAL YEAR 2022 ACTION PLAN

30% Design Development & Review

Utility Coordination

Joint Powers Agreement & Other Agreements

Draft EIS Review

Community Engagement

Hiring & Organizational Development



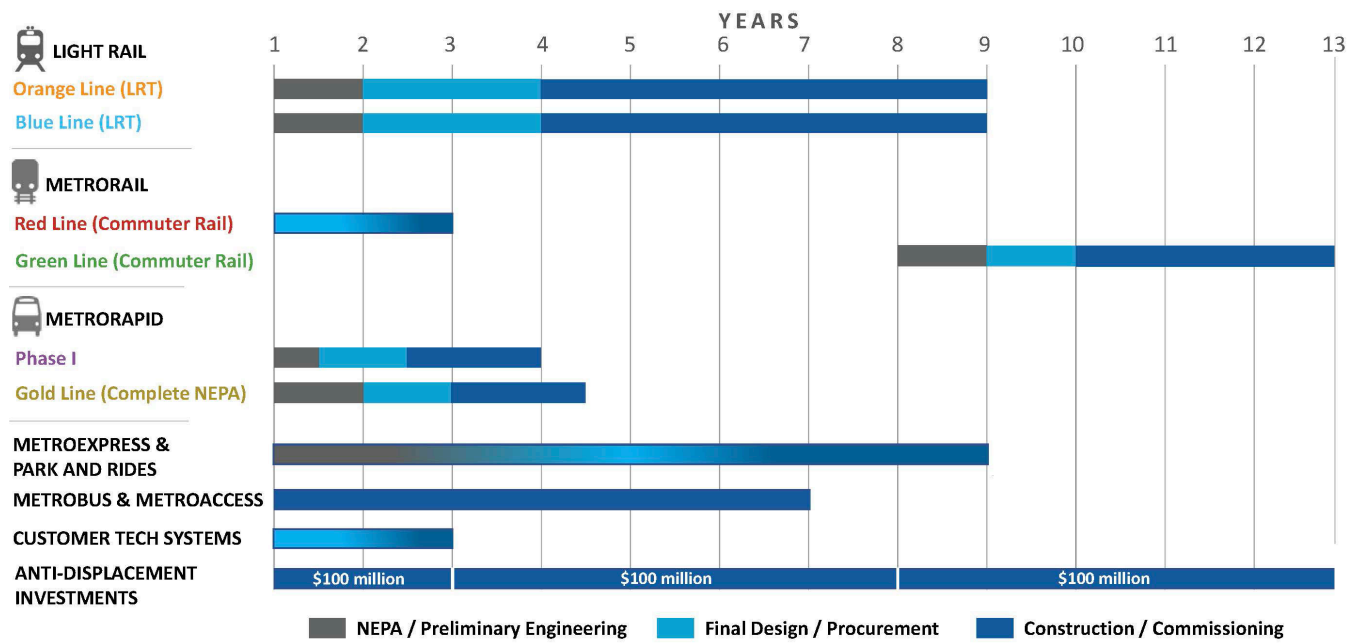
Potential transit concourse (artist conceptual rendering)

ATP FUNDING AND BUDGET

With the approval of the Project Connect referendum, 8.75 cents of the City of Austin's property tax rate is dedicated to the Austin Transit Partnership to fund implementation of Project Connect.

Capital Metro is also contributing to ATP though the agency's Capital Expansion Fund. Beyond local funding, Capital Metro will apply for federal funding for several projects within the program. These will include grants within the Federal Transit Administration's Capital Investment Grant (CIG) program. Currently, ATP has four projects in various stages of the CIG pipeline: Expo MetroRapid, Pleasant Valley MetroRapid, Orange Line light rail, and Blue Line light rail. Expo and Pleasant Valley have completed their environmental work and are in the process of developing their Small Starts grant applications. The Orange and Blue Lines are in the middle of their environmental processes and will be developing their New Starts grant applications next year.

PROJECT CONNECT SEQUENCE PLAN



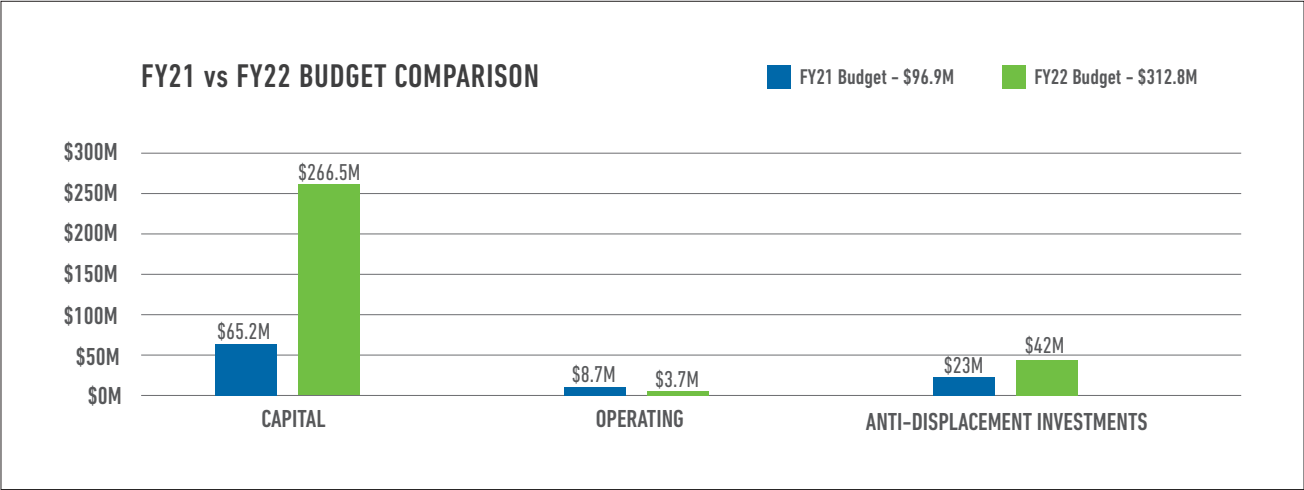
PROGRAM PROGRESS

Despite the ATP having existed only since January, significant progress has been made this year to honor the contract with the voters. In addition to the behind-the-scenes work needed to get the ATP organized and functioning, several design, planning and implementation milestones have been achieved on the Project Connect program. In January, Capital Metro entered into an interlocal agreement with ATP to commit funds and staff expertise for MetroRapid, Red Line and Pickup expansion projects.

BUDGET HIGHLIGHTS

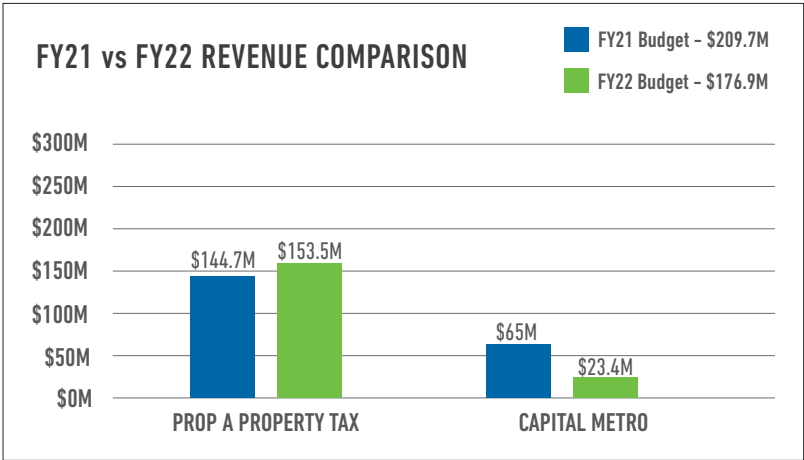
FISCAL YEAR 2022

ATP’s total operating and capital budget for FY 2022 is \$312.2 million, with more than 85% of that funding Project Connect capital projects and an additional 13%, or \$42 million, budgeted for transit-supportive anti-displacement investments. This is a \$215.3 million increase from the prior fiscal year, which started in January 2020.

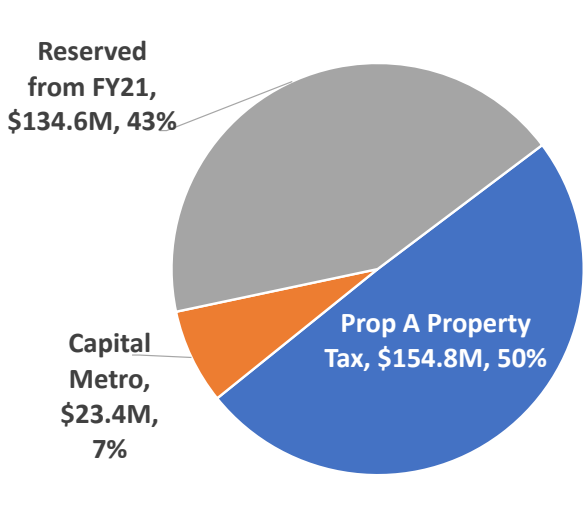


SOURCES OF FUNDS

The property tax revenue is increasing 6% over the previous year’s budget. ATP’s FY22 revenue is projected to be \$176.9 million, a decline of \$32.8 million from the FY21 budget due to a planned decrease of Capital Metro contributions from \$65 million to \$23.4 million. The FY21 contribution included a one-time transfer of funds set aside over the course of the last few years in anticipation of advancing Project Connect. The contribution level for FY22 represents the normalized annual amount expected from Capital Metro over the forecast horizon.

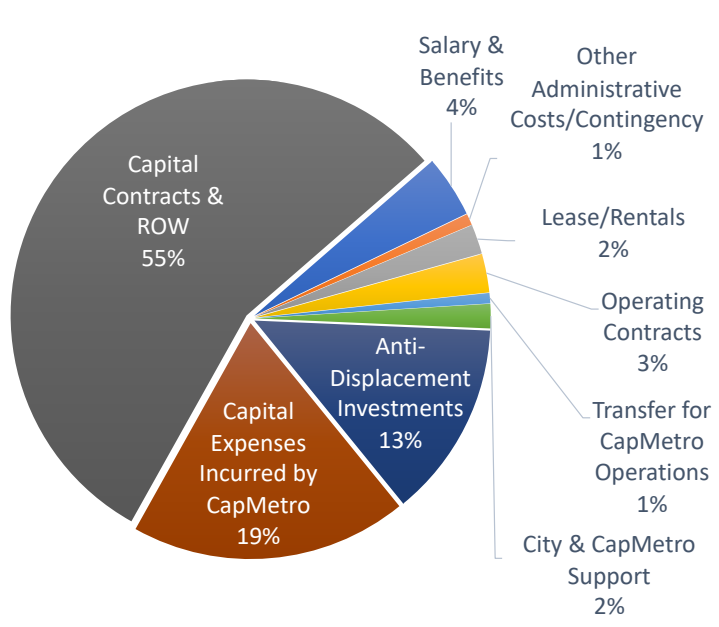


FY22 SOURCES OF FUNDS — \$312.8 million



- Planned use of reserves from FY21 expected to be \$134.6 million; leaves \$9.2 million for future projects
- Prop A Property Tax Revenue reflects 4.7% revenue growth as adopted by City Council
- Capital Metro annual contribution per agency commitment

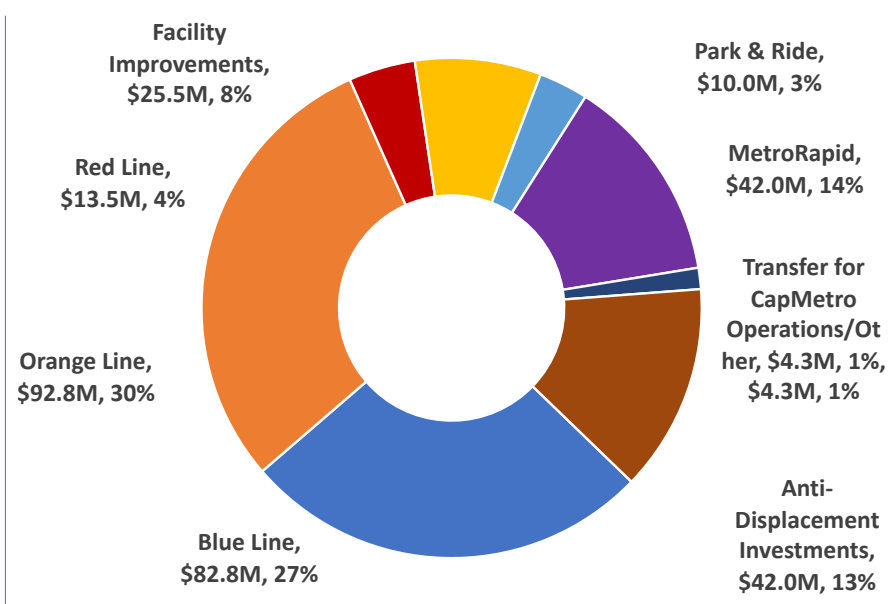
FY22 USES OF FUNDS BY COST CATEGORY — \$312.8 million



| Cost Category | Budget (millions) |
|--|-------------------|
| Capital Contracts & ROW | \$173.2 |
| Capital Expenses Incurred by Capital Metro | \$59.3 |
| Anti-Displacement Investments | \$42.0 |
| Salary & Benefits | \$13.3 |
| Operating Contracts | \$8.2 |
| Lease/Rentals | \$6.3 |
| City & Capital Metro Support | \$5.8 |
| Other Administrative Costs/Contingency | \$2.5 |
| Transfer for Capital Metro Operations | \$2.2 |
| Total | \$312.8 |

FY22 USES OF FUNDS BY PROJECT — \$312.8 million

- \$266.5 million or 86% to fund capital projects
- 13% of budget for transfer to City of Austin for transit-supportive, anti-displacement investments
- Transfer to CapMetro for neighborhood circulator operations, an operating contingency and other administrative costs are 1% of the budget
- Staff and consultants are allocated either directly to projects they are working on or indirectly through cost allocation plan



FY22 ANTI-DISPLACEMENT INITIATIVES FUND

- Funds tracked separately to allow for transparency and sequester annual allotment established in interlocal agreement with City
- Payment made to City on reimbursement basis; no expenditures for FY21
- Funds allotted for both FY21 and FY22 to be spent in FY22

| Fund Summary (in millions) | FY21 Approved Budget | FY21 Estimate | FY22 Proposed Budget |
|---------------------------------|----------------------------|------------------|----------------------------|
| Balance from Prior Year | | | \$23.0 |
| Transfer in from Operating Fund | \$23.0 | \$23.0 | \$42.0 |
| Total Funds Available | \$23.0 | \$23.0 | \$65.0 |
| Transfer to the City of Austin | \$23.0 | \$0.0 | \$65.0 |
| Ending Balance | \$0.0 | \$23.0 | \$0.0 |

2021 PROGRAM HIGHLIGHTS

A kickoff ceremony was held in September for construction of additional track between Lakeline Station to Leander to establish a zone for passing trains. This will enable increased service frequency and improved customer experience fo the entire Red Line. Construction will be completed in Fall 2022. This project is on schedule.

Pickup, our on-demand neighborhood circulator service, launched three new Project Connect funded zones in 2021, and all were delivered on schedule. Pickup enables customers the ability to be picked up within 15 minutes and go anywhere within the zone. Current communities served include North Oak Hill, South Menchaca, Dessau, Pflugerville, Lago Vista, Leander, Manor, East Austin, Walnut Creek, Northeast Austin and Exposition.

The vision of Project Connect to convert to a zero emission bus fleet took a major step forward when CapMetro placed the largest order of electric transit buses in the United States in September. The first buses will arrive in December 2022 and will save 230,000 pounds of greenhouse gases per year when they replace diesel buses on the roads in the Austin area. This is a critical path item for the Pleasant Vally, Expo and Menchaca MetroRapid projects. This procurement was completed on schedule.



Leander dignitaries strike the ceremonial first spike in construction of the double-tracking between Leander and the Lakeline Station, September 2021.

NEIGHBORHOOD CIRCULATORS

Status: *On Schedule*

| TASK | TIMING |
|---|-------------|
| 1. Dessau zone launched | June 2021 |
| 2. South Menchaca zone launched..... | July 2021 |
| 3. Integrated Pickup into trip planning module of CapMetro App | July 2021 |
| 4. North Oak Hill zone launched..... | August 2021 |
| 5. Public-facing dashboard for an early 2022 release | In Progress |

RED LINE

DEVELOPMENTTIMING

| | |
|---|--------------|
| McKalla Station, Status: <i>On Schedule</i> | |
| 1. Categorical Exclusion submitted to FTA in June; approved in August 2021..... | August 2021 |
| 2. 30% design completed | August 2021 |
| 3. Anticipated contract approval | January 2022 |
| 4. Anticipated construction start..... | May 2022 |
| 5. Anticipated station opening | Fall 2023 |

Lakeline-to-Leander Double Tracking, Status: *On Schedule*

| | |
|---|--------------|
| 1. 100% design complete | July 2021 |
| 2. Track improvements construction started | October 2021 |
| 3. Anticipated Lakeline-Leander construction completion | Fall 2022 |

Three new Pickup zones launched in 2021



Future McKalla Station (Artist Conceptual Rendering)



METRORAPID

DEVELOPMENT

TIMING

Expo & Pleasant Valley, Status: On Schedule

- 1. Categorical Exclusion approved by FTA.....May 2021
- 2. Completed 30% designMay 2021
- 3. Published in President Biden’s FY22 Annual Report on Funding Recommendations.....May 2021
- 4. Project Management Oversight Consultant assigned by FTA; kickoff meeting held..... June 2021
- 5. Bus procurement approved.....September 2021
- 6. Anticipated IDIQ construction contract award..... October 2021
- 7. Anticipate start of construction Winter 2022
- 8. Anticipate start of revenue serviceSummer 2023

Gold Line, Menchaca and Oak Hill, Status: On Schedule

- 1. Analyzed options for federal funding and project implementation phasingAugust 2021
- 2. Gold Line anticipated start of construction.....January 2023
- 3. Gold Line anticipated start of revenue service June 2024
- 4. Menchaca anticipated start of construction..... June 2022
- 5. Menchaca anticipated start of revenue serviceJanuary 2024

ORANGE AND BLUE LINE NEPA AND COMMUNITY ENGAGEMENT

Status: On Schedule

TASK

TIMING

- 1. Adoption of the Austin Strategic Mobility PlanApril 2019
- 2. Adoption of Locally Preferred Alternatives June 2020
- 3. Coordinating agency and public scoping meetings heldJanuary 2021
- 4. Neighborhood Working Groups formedMay 2021
- 5. Station alignment public meetings held.....May 2021
- 6. Request for entry into FTA Project Development submitted June 2021
- 7. Acceptance into FTA Project Development receivedJuly 2021
- 8. 15% Draft Design Package undergoing public comment
And reviews with community groups, business and other stakeholders.....July 2021
- 9. Community Design Workshops begin for Pleasant Valley,
Crestview, North Lamar Transit Center, Guadalupe, Lady Bird Lake bridge In Progress
- 10. Right of Way outreach In Progress

ORANGE AND BLUE LINE FIELD AND ENGINEERING ACTIVITIES

Status: *On Schedule*

| TASK | TIMING |
|---|--------------|
| 1. Surveys completed for geotechnical boring locations | January 2021 |
| 2. Heritage tree surveys | In Progress |
| 3. 15% Draft Design Package comment disposition, reviewed with technical stakeholders, and revisions for final submittal underway | June 2021 |
| 4. Completed scheduled borings for subway tunnel..... | July 2021 |
| 5. Archeological, noise and vibration, and environmental field investigation underway | In Progress |
| 6. Continuing coordination with COA on guideway, roadway, bike/ped facilities and planned development | In Progress |
| 7. Initiated next round of Subsurface Utility Engineering for 30% design | In Progress |
| 8. Ongoing development of traffic analysis..... | In Progress |
| 9. Hydraulic analysis of FEMA creek crossings..... | In Progress |
| 10. Continued water quality and drainage impact analysis..... | In Progress |



Soil boring testing in Lady Bird Lake

LOOKING AHEAD 2022-2023

- 1. Groundbreaking for MetroRapid Expo construction Winter 2021/2022
- 2. Groundbreaking for Pleasant Valley construction Winter 2021/2022
- 3. Small Starts Grant Agreements for Expo and Pleasant Valley Spring 2022
- 4. Groundbreaking for McKalla Station Spring 2022
- 5. Submit Ratings Package to FTA for New Starts Evaluation for Orange and Blue Lines..... Summer 2022
- 6. Draft Environmental Impact Statements available for public review Summer 2022
- 7. Finalize 30% design plans for Orange and Blue Lines Summer 2022
- 8. NEPA-Record of Decision..... Winter 2022/2023
- 9. FTA: Entry to Project Engineering Summer 2023
- 10. FTA: Full Funding Grant Agreement Fall 2024

Orange and Blue Lines Key Project Milestones







Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-235

Agenda Date: 10/29/2021

Staff briefing and discussion on public feedback received on the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership and on other action items for consideration.



Project Connect

City Council, Capital Metro Board, ATP Board
Joint Meeting
October 29, 2021



Today's Agenda

1. Call to Order
2. Opening Remarks
3. Public Comment
4. Project Connect Management Report
5. Partnership Agreements & Action Items

Part 1: Concurrent Items

City of Austin Resolution (COA Item 3) & Ordinance (COA Item 4)

ATP Board Resolution (ATP Action Item 1)

CapMetro Resolution (CapMetro Action Item 1)

Part 2: Joint Powers Agreement

CapMetro Resolution (Action Item 2), COA Resolution (Item 5) and ATP Resolution (Action Item 2)

6. Closing Remarks & Year 1 Celebration!





Public Comment





Project Connect Management Report



A Year of Success...



A Year of Success...

COMMUNITY
IMPACT
NEWSPAPER
LOCAL. USEFUL. EVERYONE GETS IT.®

CENTRAL AUSTIN

IMPACTS TRANSPORTATION GOVERNMENT BUSINESS DINING NEWSLETTER

Austin > Central Austin > Transportation

After historic public transportation vote, here is what's next for Project Connect in Austin

Austin American-Statesman
SERVING OUR COMMUNITY SINCE 1871

News Sports Opinion USA TODAY Austin360 Hookem.com Obituaries E-Edition Legals

LOCAL

Now that voters have said yes, Project Connect's real work starts

Philip Jankowski
Published 12:43 p.m. CT Nov. 6, 2020

SECTIONS SEARCH THE AUSTIN CHRONICLE

NEWS FOOD MUSIC SCREENS ARTS QUEER EVENTS CLASS

NEWS

New Transit Agency Takes Command of Project Connect
Let's get rolling!

BY MIKE CLARK-MADISON, FRI., JAN. 29, 2021

Share 39 Tweet print write a letter

KVUE abc News Weather Near Me VERIFY

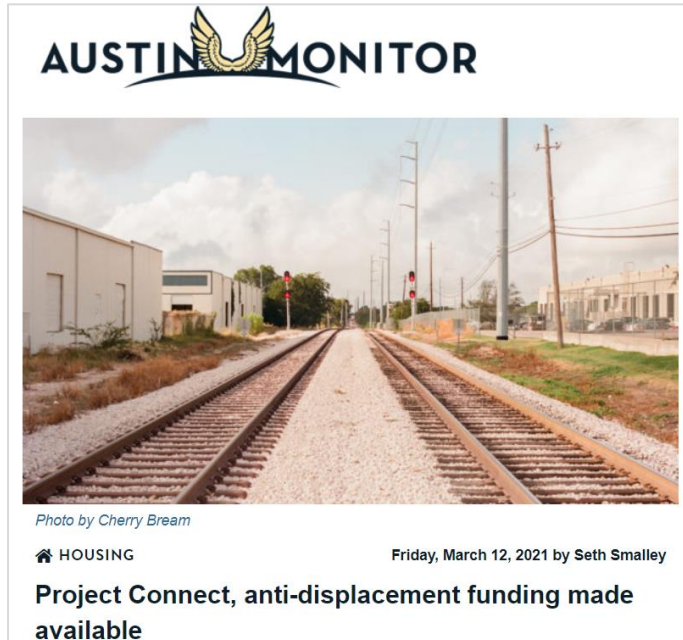
CORONAVIRUS SCHOOLS FOREVER FAMILIES DEFENDERS RADAR

BOOMTOWN

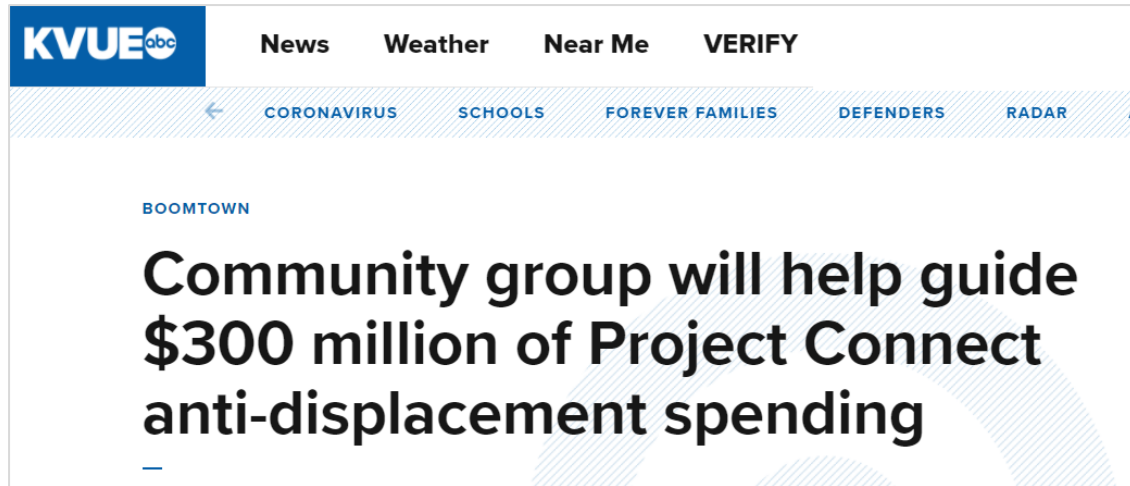
2 Project Connect routes recommended for federal funding



A Year of Success...



A Year of Success...



A Year of Success...

FOX 7
AUSTIN

LiveNewsGood DayWeatherTrafficContestsEmail

f

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p

e

Subway plans proposed for Downtown Austin as part of Project Connect

By Steven Sarabia | Published July 14 | Capital Metro | FOX 7 Austin

AUSTIN MONITOR



Photo by ATXN

TRANSIT

Friday, June 25, 2021 by Seth Smalley

Transit partnership fields Orange Line updates for Project Connect

COMMUNITY
IMPACT
NEWSPAPER

LOCAL. USEFUL. EVERYONE GETS IT.®

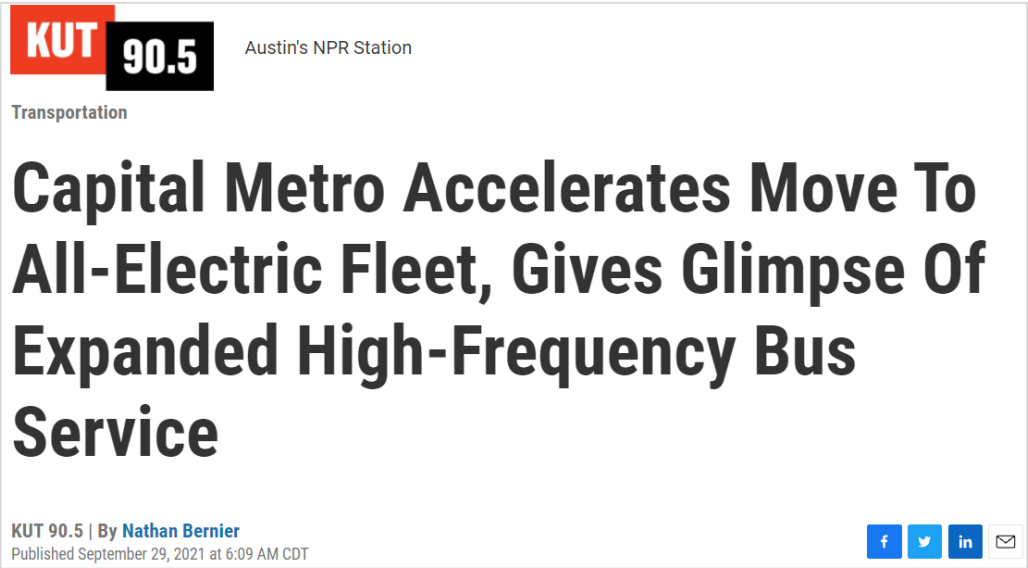
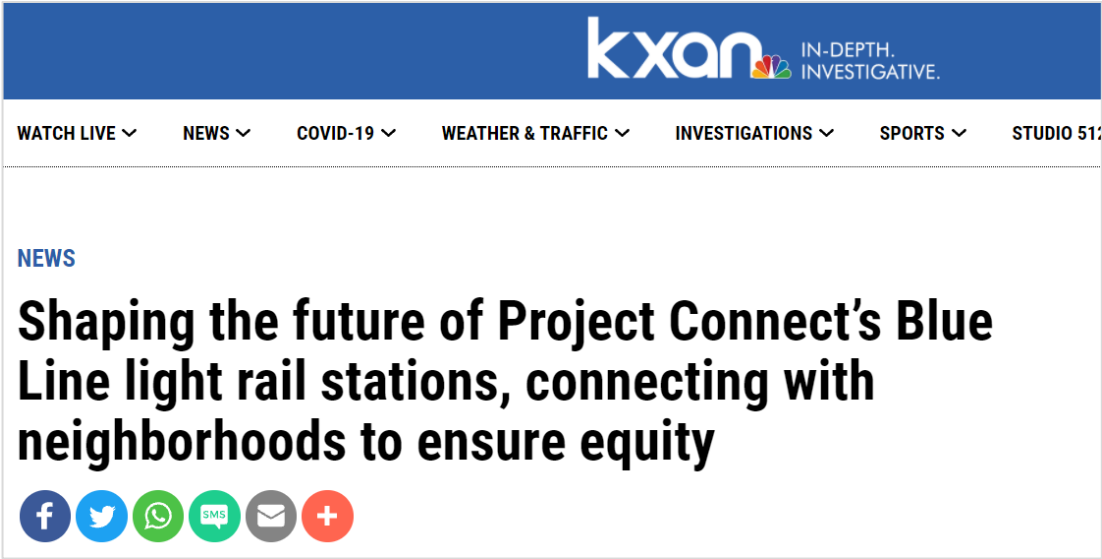
Austin > Central Austin > Transportation

Project Connect officials promise equity will be at forefront of initiative





A Year of Success...



2021 Program Highlights

- Kickoff ceremony in September for **Leander-Lakeline double-tracking** project. Construction will be completed in Fall 2022.
- Pickup, the on-demand neighborhood circulator service, launched **three** new Project Connect funded zones in 2021, all were delivered on schedule.
 - North Oak Hill, South Menchaca, Dessau
 - **11** total Pickup zones in operation
- In September, Capital Metro took a major step toward a zero-emission future for the fleet, ordering **197 electric buses**.
 - First electric buses will arrive in December 2022
 - Electric buses will save 230,000 pounds of greenhouse gases per year, replacing diesel buses



Governance & Management

Seated in January 2021, the independent **ATP Board of Directors** bring diverse lived and professional experiences to the governance of the program.



**Veronica Castro
de Barrera**
Board Chair



**Dr. Colette
Pierce Burnette**
Vice Chair



**Mayor
Steve Adler**
Board Member



Eric Stratton
Board Member



Tony Elkins
Board Member



Gina Fiandaca
Ex-Officio



Randy Clarke
Executive Director



Over the past year, ATP has hired a talented staff of seasoned professionals from across the country, many with **847** years of professional experience and **363** years of experience in transit and large projects.



Program Values

Project Connect will create a comprehensive transit system that transforms our community into one of the most sustainable, inclusive and innovative in the country.



Opportunity and Equity



Environment and Sustainability



Innovation and Technology

- Project Connect will generate thousands of good local jobs and careers.
- Connect more neighborhoods with a comprehensive rail and bus system reaching more areas of Austin and with higher frequency.
- Make it easier for Austinites to access employment opportunities, healthcare, education, and essential services.
- \$300 million anti-displacement fund to create and maintain affordable places to live as well as ensure the benefits of Project Connect are equitably shared.



Program Values

Project Connect will create a comprehensive transit system that transforms our community into one of the most sustainable, inclusive and innovative in the country.



Opportunity and Equity



Environment and Sustainability



Innovation and Technology

- Project Connect will reflect the shared passion for the environment in Austin.
- Commitment to diligent stewardship of our climate during design, construction and operations of transit projects.
- Set an industry standard for advanced green transit system operations by managing water use, landfill waste and carbon emissions.
- Operate a zero-emissions transit system.



Program Values

Project Connect will create a comprehensive transit system that transforms our community into one of the most sustainable, inclusive and innovative in the country.



Opportunity and Equity



Environment and Sustainability



Innovation and Technology

- Project Connect will embrace innovation and technology to make transit in Austin easier, more efficient and safer.
- Make it easier for customers to use the transit system with advanced digital wayfinding and customer fare system technology.
- Integrate modern, innovative design throughout the system, with stations and bus stops that reflect the communities they are in.

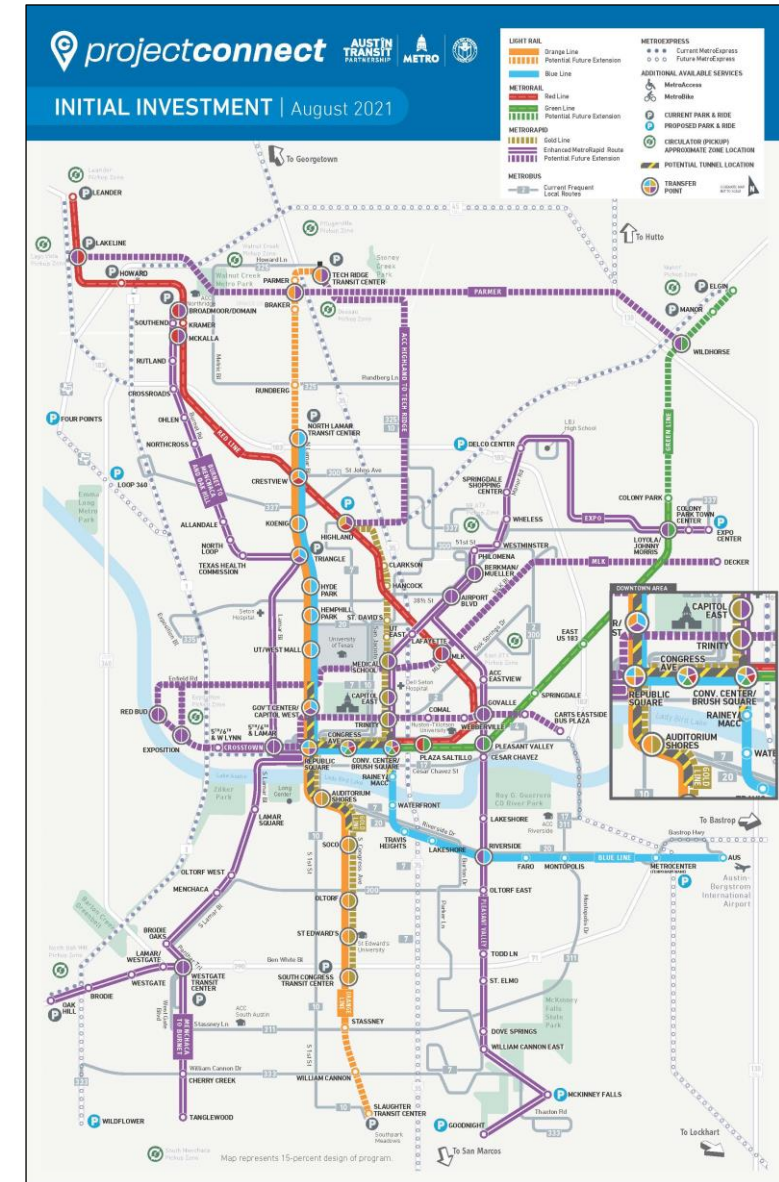


Program Overview

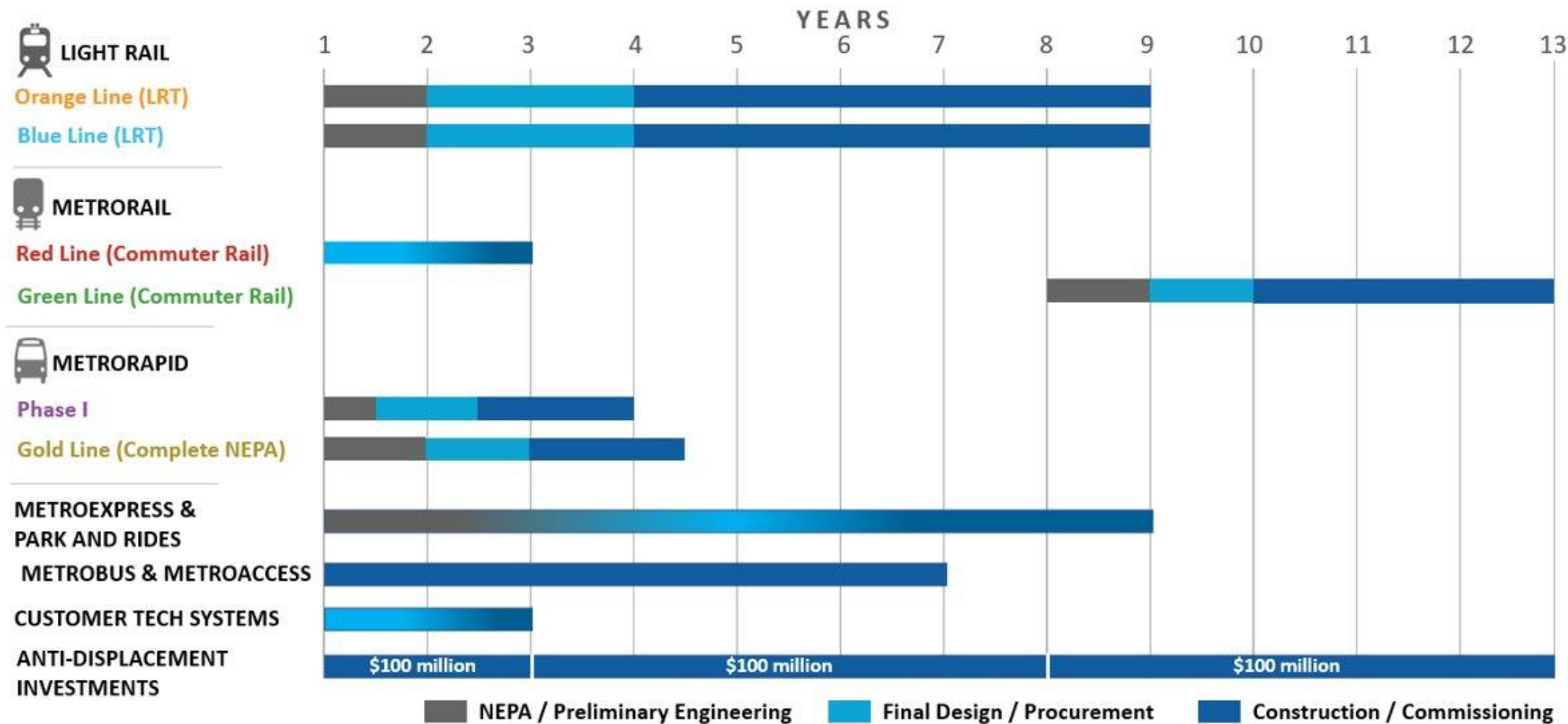
Project Connect is a transformative program of projects, designed to increase community connectivity and make Austin one of the most equitable, sustainable and innovative areas in the country.

- Light Rail
- Regional Rail
- Transit Tunnel
- Enhanced Bus Service
- Park & Rides
- Circulators (Pickup)

The **Austin Transit Partnership (ATP)** was created by Capital Metro and the City of Austin to lead implementation of the voter-approved program.



Program Overview

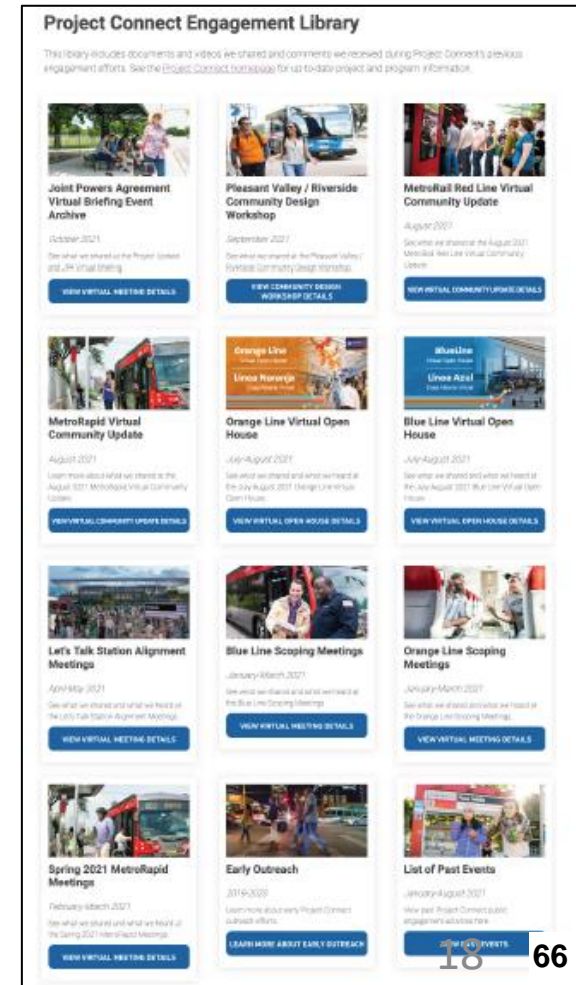
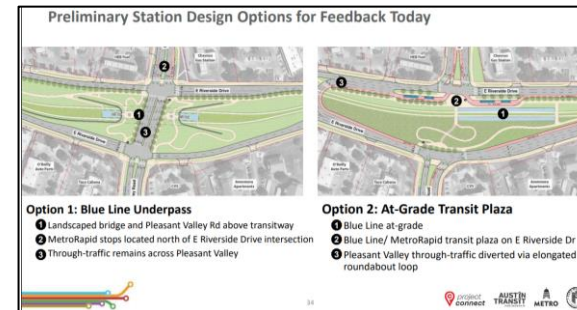


Community Engagement

Community engagement grew out of in-person and virtual public meetings, joint Capital Metro Board and Austin City Council work sessions, and the contributions of tens of thousands of community members.

82,000
AND COUNTING
PEOPLE IN THE AUSTIN REGION
ENGAGED IN PROJECT CONNECT

During the pandemic, community engagement grew more innovative, adaptable, and effective. New digital tools were used to ensure that the public is involved and educated on the program during this early, critical phase.



Advisory Committees & Working Groups

A key element of community engagement is consultation with our **advisory committees**. Each was appointed and began meeting regularly this year to advise policymakers and staff on specific areas of the Project Connect program.

- **Community Advisory Committee (CAC)**
- **Interagency Technical Advisory Group (ITAG)**
- **Engineering, Architecture, Construction (EAC) Advisory Committee**
- **Finance & Risk Advisory Committee (FAR)**
- **Planning, Sustainability, Equity and DBE Advisory Committee (PSEC)**

Working Groups, comprised of business and residential stakeholders, have been convened to provide input specific to their area of the Blue and Orange Lines.



Project Connect Program Office

As the program progresses, the ATP, Capital Metro, and City of Austin teams need a collaborative space to work together. The **Project Connect Program Office** (203 Colorado Street) will also provide space for future board, advisory committee, public meetings, and more.

Buildout is being completed, and the public will be invited to an open house in early 2022 to introduce this new, innovative space to the community.



City of Austin & Project Connect

The City of Austin has a team dedicated to Project Connect that is housed within the City's Management Services Department, reporting to Assistant City Manager Gina Fiandaca.

- The City's support of Project Connect is a continuation of the partnership that was created during the development of the Project Connect System Plan and the Austin Strategic Mobility Plan.
- The office is funded via an interlocal agreement with ATP to provide services in support of program implementation.

Goals of the team include:

Unify City departments to support, facilitate & approve technical aspects of Project Connect within the City of Austin's purview to support overall project schedule.

Identify and improve capital project permitting processes, in partnership with Development Services Department and other departments.

Identify and improve utility criteria, in partnership with City of Austin utility departments

Coordinate the City of Austin's National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) participating agency process, and monitor its implementation.



City of Austin & Anti-Displacement

Anti-Displacement Investments:

- Project Connect includes **\$300 million** for transit-supportive anti-displacement strategies, aimed at mitigating potential negative impacts associated with transit investments.
- The approved Project Connect referendum included direction to City staff to create an **Equity Assessment Tool** to analyze potential unintended effects or opportunities to build economic mobility for residents along transit corridors.

Racial Equity Anti-Displacement Tool:

- City staff collaborated with community members with lived experience or risk of displacement to develop a **Racial Equity Anti-Displacement Tool**, which can help guide anti-displacement investments on Project Connect corridors.

In FY2022, City Staff Will:

- Release the Racial Equity Anti-Displacement Tool and Report, host community learning sessions.
- Finalize a grants award process for anti-displacement investments in partnership with the CAC.
- Launch a new program to fund rapid land acquisition for qualified, non-profit affordable housing developers.



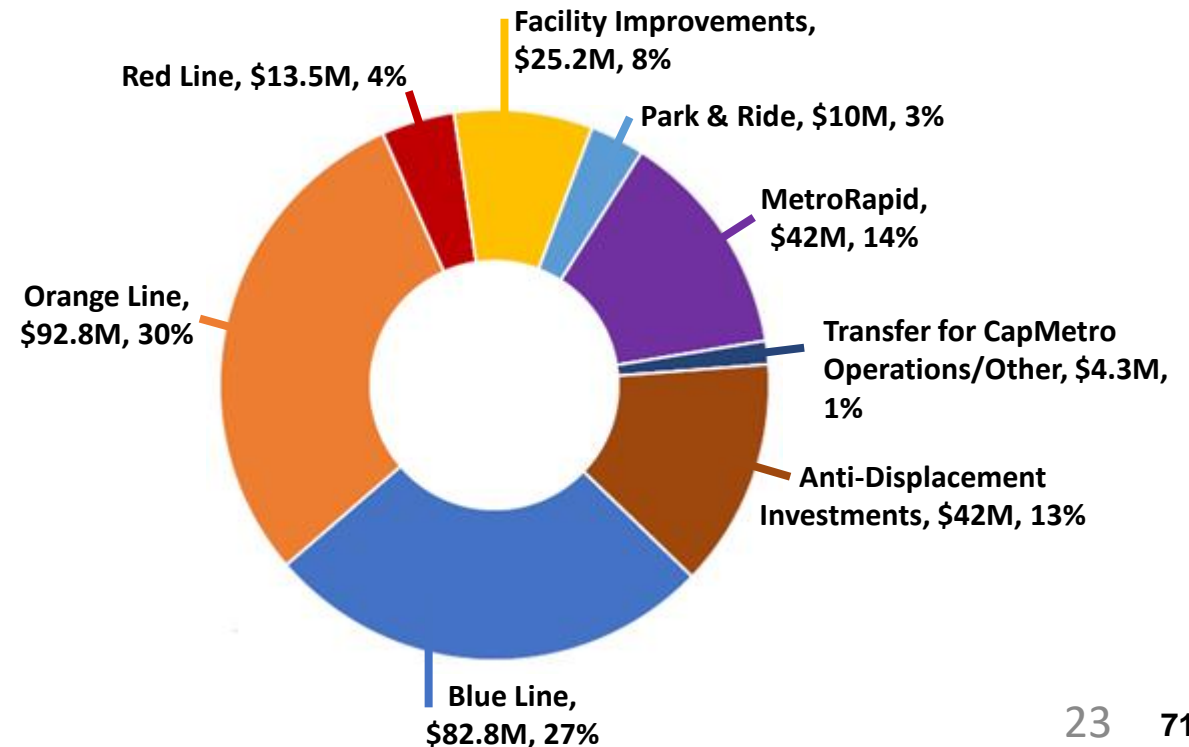
ATP Funding & Budget

With the approval of the Project Connect referendum, 8.75 cents of the City of Austin's property tax rate is dedicated to the ATP to fund implementation of Project Connect.

- Capital Metro is also contributing to ATP through the dedication of the agency's Capital Expansion Fund, as well as taking the lead on the Federal Administration's (FTA) Capital Investment Grant (CIG) program.

The ATP Board approved its first fiscal year budget, with **\$312.8 million** for **FY 2022**:

- \$266.5 million or 86% to fund capital projects
- 13% of budget for transfer to the City of Austin for transit-supportive, anti-displacement investments
- 1% of budget for transfer to Capital Metro for neighborhood circulator (Pickup) operations and other administrative costs.



MetroRapid Progress

METRORAPID

DEVELOPMENT

TIMING

Expo & Pleasant Valley, Status: *On Schedule*

- 1. Categorical Exclusion approved by FTA..... May 2021
- 2. Completed 30% design May 2021
- 3. Published in President Biden's FY22 Annual Report on Funding Recommendations..... May 2021
- 4. Project Management Oversight Consultant assigned by FTA; kickoff meeting held..... June 2021
- 5. Bus procurement approved..... September 2021
- 6. Anticipated IDIQ construction contract award..... October 2021
- 7. Anticipate start of construction Winter 2022
- 8. Anticipate start of revenue service Summer 2023

Gold Line, Menchaca and Oak Hill, Status: *On Schedule*

- 1. Analyzed options for federal funding and project implementation phasing August 2021
- 2. Gold Line anticipated start of construction..... January 2023
- 3. Gold Line anticipated start of revenue service June 2024
- 4. Menchaca anticipated start of construction..... June 2022
- 5. Menchaca anticipated start of revenue service January 2024



MetroRail & Pickup Progress

RED LINE

DEVELOPMENT

TIMING

McKalla Station, Status: *On Schedule*

- 1. Categorical Exclusion submitted to FTA in June; approved in August 2021.....August 2021
- 2. 30% design completed.....August 2021
- 3. Anticipated contract approval.....January 2022
- 4. Anticipated construction start.....May 2022
- 5. Anticipated station opening..... Fall 2023

Lakeline-to-Leander Double Tracking, Status: *On Schedule*

- 1. 100% design completeJuly 2021
- 2. Track improvements construction started October 2021
- 3. Anticipated Lakeline-Leander construction completion Fall 2022



NEIGHBORHOOD CIRCULATORS

Status: *On Schedule*

TASK

TIMING

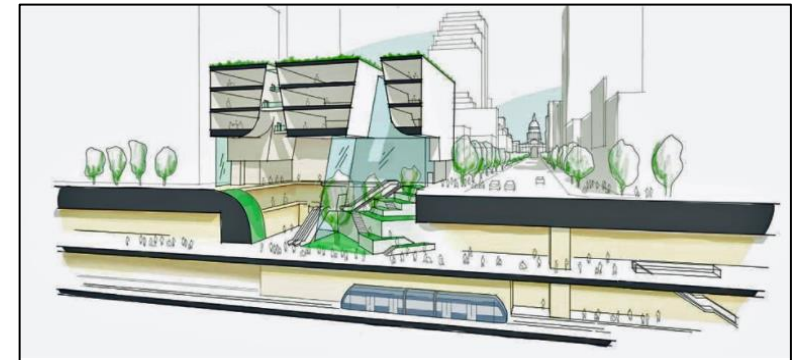
- 1. Dessau zone launched June 2021
- 2. South Menchaca zone launched.....July 2021
- 3. Integrated Pickup into trip planning module of CapMetro AppJuly 2021
- 4. North Oak Hill zone launched.....August 2021
- 5. Public-facing dashboard for an early 2022 release In Progress

Orange & Blue Line Design Progress

ORANGE AND BLUE LINE FIELD AND ENGINEERING ACTIVITIES

Status: *On Schedule*

| TASK | TIMING |
|---|--------------|
| 1. Surveys completed for geotechnical boring locations | January 2021 |
| 2. Heritage tree surveys | In Progress |
| 3. 15% Draft Design Package comment disposition, reviewed with technical stakeholders, and revisions for final submittal underway | June 2021 |
| 4. Completed scheduled borings for subway tunnel..... | July 2021 |
| 5. Archeological, noise and vibration, and environmental field investigation underway | In Progress |
| 6. Continuing coordination with COA on guideway, roadway, bike/ped facilities and planned development | In Progress |
| 7. Initiated next round of Subsurface Utility Engineering for 30% design | In Progress |
| 8. Ongoing development of traffic analysis..... | In Progress |
| 9. Hydraulic analysis of FEMA creek crossings..... | In Progress |
| 10. Continued water quality and drainage impact analysis..... | In Progress |



Looking Ahead



- 1. Groundbreaking for MetroRapid Expo constructionWinter 2021/2022
- 2. Groundbreaking for Pleasant Valley constructionWinter 2021/2022
- 3. Small Starts Grant Agreements for Expo and Pleasant Valley Spring 2022
- 4. Groundbreaking for McKalla Station Spring 2022
- 5. Submit Ratings Package to FTA for New Starts Evaluation
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- 8. NEPA-Record of Decision..... Winter 2022/2023
- 9. FTA: Entry to Project EngineeringSummer 2023
- 10. FTA: Full Funding Grant Agreement..... Fall 2024

Orange and Blue Lines Key Project Milestones





Comments or Questions?





Discussion & Action on posted items



October 29 Action Item Summary

Discussion and Action Part 1

City of Austin Action (*City Items 3 and 4*)

- Resolution directing staff regarding permitting and regulations
- Predictability ordinance

ATP Board Action (*ATP Action Item 1*)

- Resolution supporting COA staff direction & Predictability Ordinance

Capital Metro Board Action (*CapMetro Action Item 1*)

- Resolution supporting COA staff direction & Predictability Ordinance

Discussion and Action Part 2

Tri-Party Action (*CapMetro Discussion Item 2 and Action Item 2; City Items 2 and 5; ATP Discussion Item 1 and Action Item 2*)

- Joint Powers Agreement

Concurrent Items – City Item 3

COA Resolution directs the City Manager to:

- Review the City Code, criteria and permitting procedures to identify impediments to Project Connect
- Develop new regulations and present recommendations to City Council no later than April 2022

Summary of Changes since Oct. 4:

- Added language to expand staff review to consider "implementation and operation" of Project Connect
- Added language recognizing the policy framework established by the Contract with the Voters, Joint Powers Agreement, environmental protections, and other applicable City plans and policies in the development and interpretation of code requirements
- Removed forgoing review by planning commission
- Added language directing staff to follow appropriate procedures to issue any necessary rules related to Code amendments



Concurrent Items – City Item 4

COA Predictability Ordinance

- Provides predictability while staff review is occurring
- Sets Oct. 29, 2021 as the permit application date for all permits and approvals submitted prior to Dec. 31, 2022 required for implementation of Orange and Blue Lines of the Project Connect System Plan
- With approval from the City Manager, allows for the use of updated rules, regulations and ordinances

Summary of Changes since Oct. 4:

- Added language requiring city manager to maintain a record of requests and responses regarding applications to use updated code (Part 2)
- Clarified that all current criteria manuals will continue to apply to permit applications (Part 3)



Discussion & Action Items – Part 1

I. City of Austin

1. COA Agenda Item 3: Approve a resolution relating to the design, construction, and operation of Project Connect and applicable City Code requirements, regulations, and permitting procedures; and potential code amendments.
2. COA Agenda Item 4: Approve an ordinance relating to permits and approvals required to implement Project Connect that sets the permit application date, establishes exceptions, and creates a process to use subsequent changes in City Code, rules, and other regulations.

II. Austin Transit Partnership

1. ATP Action Item 1: Approval of a resolution directing the President & CEO to continue coordination with the City of Austin on opportunities for regulations and procedures that ensure the on time delivery of the Project Connect program.

III. CapMetro

1. CapMetro Action Item 1: Approval of a resolution directing the Executive Director to continue coordination with the City of Austin on opportunities for regulations and procedures that ensure the on time delivery of the Project Connect program.



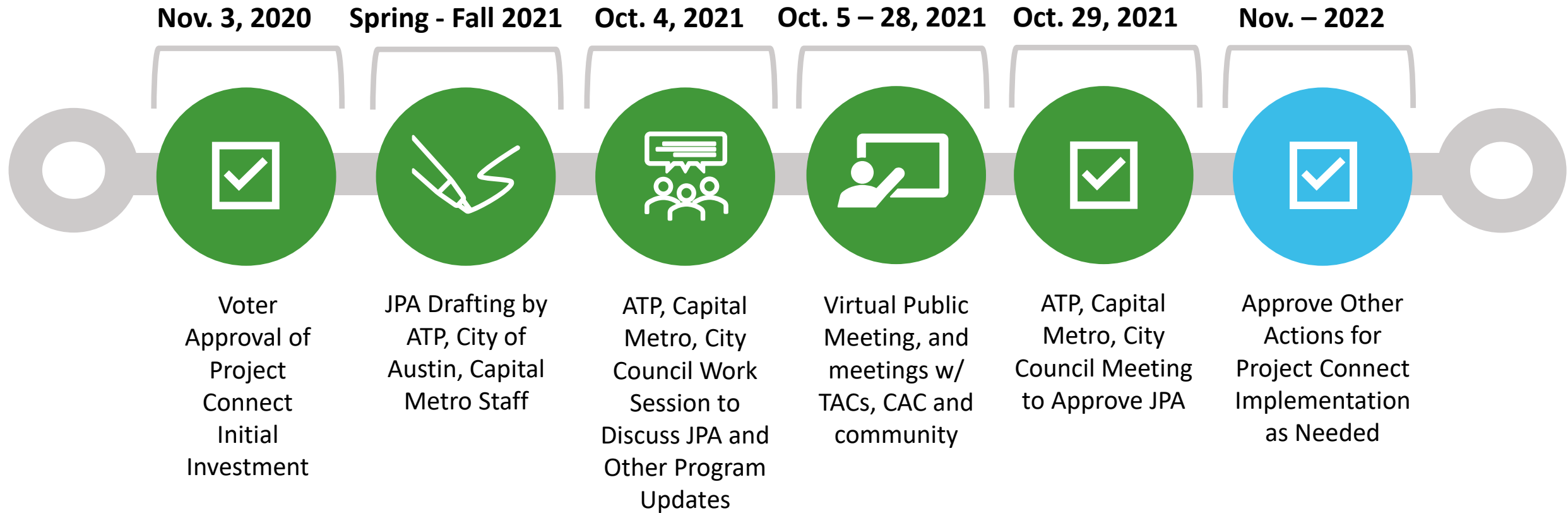
Documents with JPA Direction

As a commitment to the community and the partners, certain documents required elements or terms to be included in a Joint Powers Agreement between the City of Austin, Capital Metro and Austin Transit Partnership:

- City of Austin Contract with Voters (Aug. 2020)
- Capital Metro Community Commitment Resolution (Aug. 2020)
- Interlocal Agreement between the City of Austin and Capital Metro regarding ATP (Aug. 2020) and Creation of ATP Resolutions (Dec. 2020)



JPA Timeline



JPA Actions to Date

| Date | Purpose | Parties |
|---------------|--|--------------------------------|
| August 2020 | Interlocal agreement committing to the creation of the ATP local government corporation. | Capital Metro & City of Austin |
| December 2020 | Joint resolutions creating the ATP, approving and adopting the corporations Articles of Incorporation and Bylaws, and appointing the initial Board (Articles of Incorporation were subsequently filed with the Attorney General's Office and Bylaws adopted by the ATP Board). | Capital Metro & City of Austin |
| December 2020 | Amendment to the August 2020 Interlocal agreement related to the Project Connect Community Advisory Committee. | Capital Metro & City of Austin |
| January 2021 | Interlocal agreement for Capital Metro to provide certain administrative and corporate support functions to ATP, and for Capital Metro to implement certain projects that are part of the Project Connect program. | Capital Metro & ATP |
| March 2021 | Interlocal agreement to transfer funding from ATP to the City of Austin for the City of Austin's support in the implementation of the Project Connect transit program. | ATP & City of Austin |
| March 2021 | Interlocal agreement to transfer funding from ATP to the City of Austin for transit-supportive anti-displacement programs, as required by the Contract with Voters. | ATP & City of Austin |
| July 2021 | Interlocal agreement establishing procedures to transfer Proposition A revenue from the City to ATP to implement Project Connect, as required by the Contract with Voters | City of Austin & ATP |



Joint Powers Agreement Highlights

- Commitments of the Parties (3)
 - Commitments regarding delivery of Project Connect in line with governing docs.
 - Joint Commitments to Community Engagement and Inclusion (3.2)
- Roles and Responsibilities of the ATP (4)
 - Commitments of ATP and Workforce and Equity Policies (4.3)
 - Financial Modeling and Planning (4.4)
- Roles and Responsibilities of the City and Capital Metro (5)
 - Joint responsibilities of the Council and CapMetro Board (5.1)
 - City Commitments related to project delivery and City processes (5.2)
 - Capital Metro Responsibilities related to project delivery, FTA processes and operations



Activities since October 4

- Oct. 5 – Virtual Public Meeting: Project Connect Program Update/Joint Powers Agreement (JPA) Briefing
- Oct. 6 – Engineering, Architecture and Construction Committee (EAC)
- Oct. 6 – Capital Metro Access Advisory Committee (AAC)
- Oct. 7 – Project Connect Community Advisory Committee (CAC)
- Oct. 7 – Planning, Sustainability, Equity & DBE Advisory Committee (PSEC)
- Oct. 13 – Capital Metro Customer Satisfaction Advisory Committee (CSAC)
- Oct. 14 – Project Connect Ambassador Network (PCAN)
- Oct. 19 – Project Connect Community Advisory Committee (CAC)
- Oct. 20 – ATP Board w/ action on Workforce & Equity policies
- Oct. 27 – Project Connect Community Advisory Committee (CAC)

- Board and Council 1:1s as requested



Key Themes of What We Heard

- Functions and engagement of the Community Advisory Committee
- Establishing a process for the succeeding ATP Executive Director
- Adding transparency around the public process, providing opportunities for the community to engage in a meaningful way, including on supplemental agreements
- Highlighting commitment to equity, joint equity analysis tool for entire Project Connect program
- Workforce and safety policies



Summary of Staff Proposed Redline Changes

See JPA V3 Redline

- Added additional details around the Parties' commitments to and prioritization of equity, including the creation of transit equity goals and metrics (*Sections 3, 4.3, 5.2.1*)
- Added additional details regarding the role of the Project Connect Community Advisory Committee (*Section 3.2.3, 3.2.5, 3.2.7*)
- Added flexibility for the Parties to be able to call additional joint meetings and added requirements for the joint annual meeting (*Section 4.2.3*)
- Related to worker safety, added specific language regarding the development of a construction careers (apprenticeship) program, a commitment to providing the higher of living or prevailing wage for workers, and specific requirements related to on-site monitoring (*Section 4.3*)
- Added language regarding the annual review of cashflows to identify opportunities to accelerate transit-supportive anti-displacement dollars while maintaining the transit projects' required cashflow and schedules (*Section 4.4.1*)
- Added language regarding the commitment of ATP to provide funding for the City's Project Connect Office, in accordance with an ILA (*Section 4.4.6*).
- General clean-up of typos and grammatical errors throughout

Discussion & Action – Part 2

I. CapMetro

1. CapMetro Discussion Item 2: Staff briefing and discussion on public feedback received on the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership and on other action items for consideration.
2. CapMetro Action Item 2: Approval of a resolution authorizing the President & CEO to finalize and execute the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership.

II. City of Austin

1. COA Agenda Item 2: Staff briefing and discussion on public feedback received on the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership and on other action items for consideration.
2. COA Agenda Item 5: Authorize negotiation and execution of the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership.

III. Austin Transit Partnership

1. ATP Discussion Item 2: Staff briefing and discussion on public feedback received on the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership and on other action items for consideration.
2. ATP Action Item 2: Approval of a resolution authorizing the Executive Director or his designee to finalize and execute the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership.

**Thanks for joining us.
Visit ProjectConnect.com for more information.**





The Austin Transit Partnership, Capital Metro Board and Austin City Council will meet jointly on October 29, 2021 to receive the Project Connect Annual Management Report and discuss and consider topics related to agreements for Project Connect. Action by each party might be taken to support the partnership. Public comment will be taken.

This table below is a list of actions items and where you may find the drafts. These actions are intended to further articulate the three parties' commitment to partnership and the delivery of the Project Connect high-capacity transit program.

| Organization | Draft Documents | Where to find the draft documents |
|----------------------------|--|--|
| Capital Metro | <p>Resolution directing the CapMetro President/CEO to continue coordination with the City of Austin, specifically regarding opportunities to enhance regulatory flexibility and create context-sensitive regulations and procedures to ensure the on-time delivery of the Project Connect program of projects.</p> <p>Resolution directing the CapMetro President/CEO to execute the Joint Powers Agreement with the City of Austin and Capital Metro, for the purposes of guiding the implementation of the Project Connect high-capacity transit program.</p> | Capital Metro Board Website |
| Austin City Council | <p>Resolution relating to the design, construction, and operation of Project Connect and applicable City Code requirements, regulations, and permitting procedures; and potential code amendments.</p> <p>"Predictability Ordinance" - an ordinance relating to permits and approvals required to implement Project Connect that sets the permit application date, establishes exceptions, and creates a process to use subsequent changes in City Code, rules, and other regulations.</p> <p>Action directing the execution of the Joint Powers Agreement with Capital Metro and the Austin Transit Partnership, for the purposes of guiding the implementation of the Project Connect high-capacity transit program.</p> | Austin City Council Meeting Information Center |
| Austin Transit Partnership | <p>Resolution directing the ATP Executive Director to continue coordination with the City of Austin, specifically regarding opportunities to enhance regulatory flexibility and create context-sensitive regulations and procedures to ensure the on-time delivery of the Project Connect program of projects.</p> <p>Resolution directing the Austin Transit Partnership Executive Director to execute the Joint Powers Agreement with the City of Austin and Capital Metro, for the purposes of guiding the implementation of the Project Connect high-capacity transit program.</p> | Austin Transit Partnership Board Website |

The following documents are also available on all three websites: Staff Proposed Draft Joint Powers Agreement (JPA V2 Redline and JPA V2 Clean), Project Connect Annual Management Report, draft staff presentation, and Joint Partnership Actions to Date.

Joint Powers Agreement

Table of Contents

Joint Powers Agreement

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

COA Contract with Voters

CapMetro Funding and Commitment Resolution

CapMetro and COA ILA Creating a Joint LGC

CapMetro and COA Joint Resolution Authorizing Creation of ATP and Articles/Bylaws

CapMetro and COA Amendment 1 to ILA Creating a Joint LGC

ATP Articles of Incorporation

ATP Adopted Bylaws

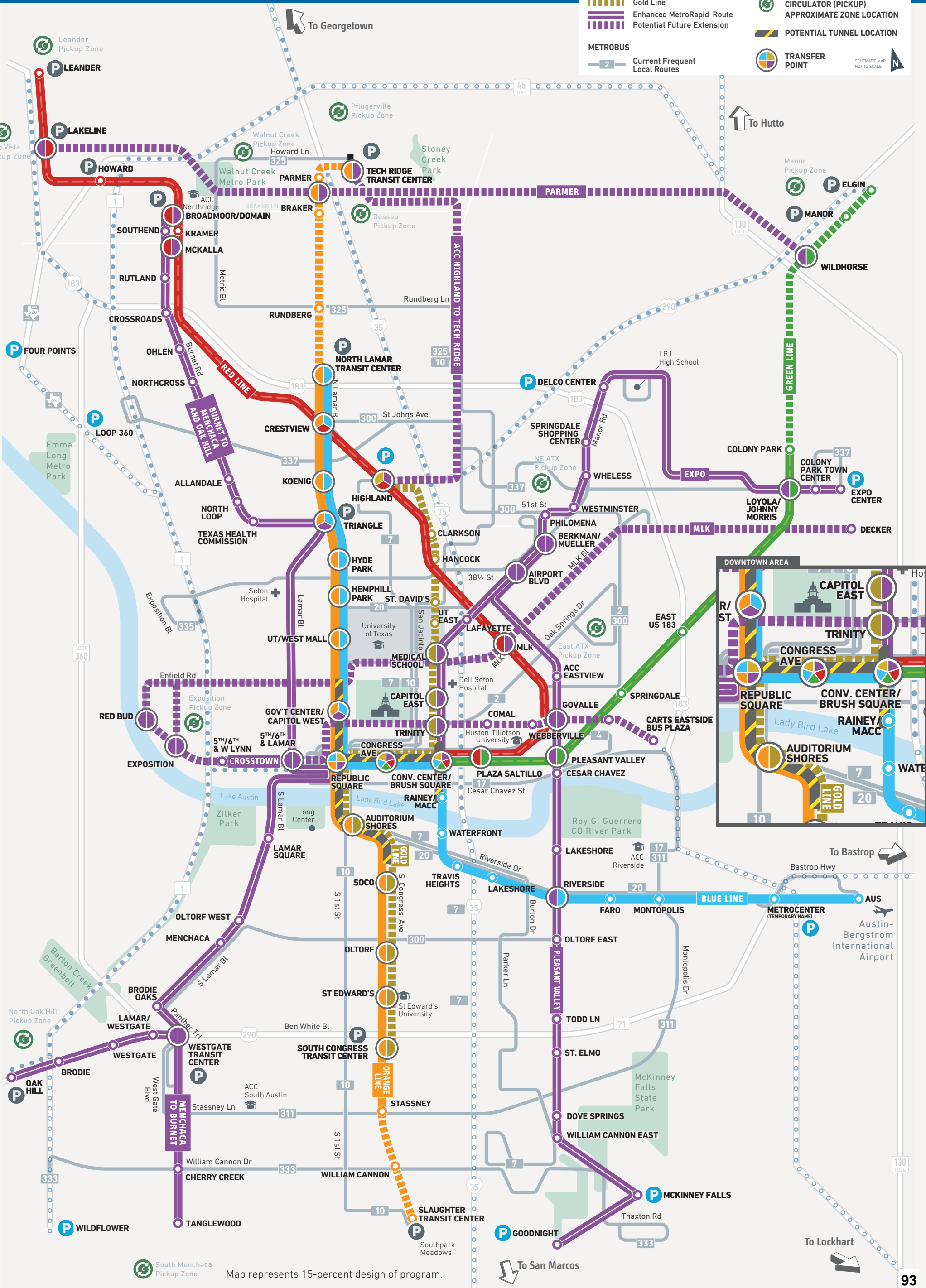
ATP and CapMetro ILA for CapMetro Support Services

TP and COA ILA for COA Support Services

INITIAL INVESTMENT | August 2021

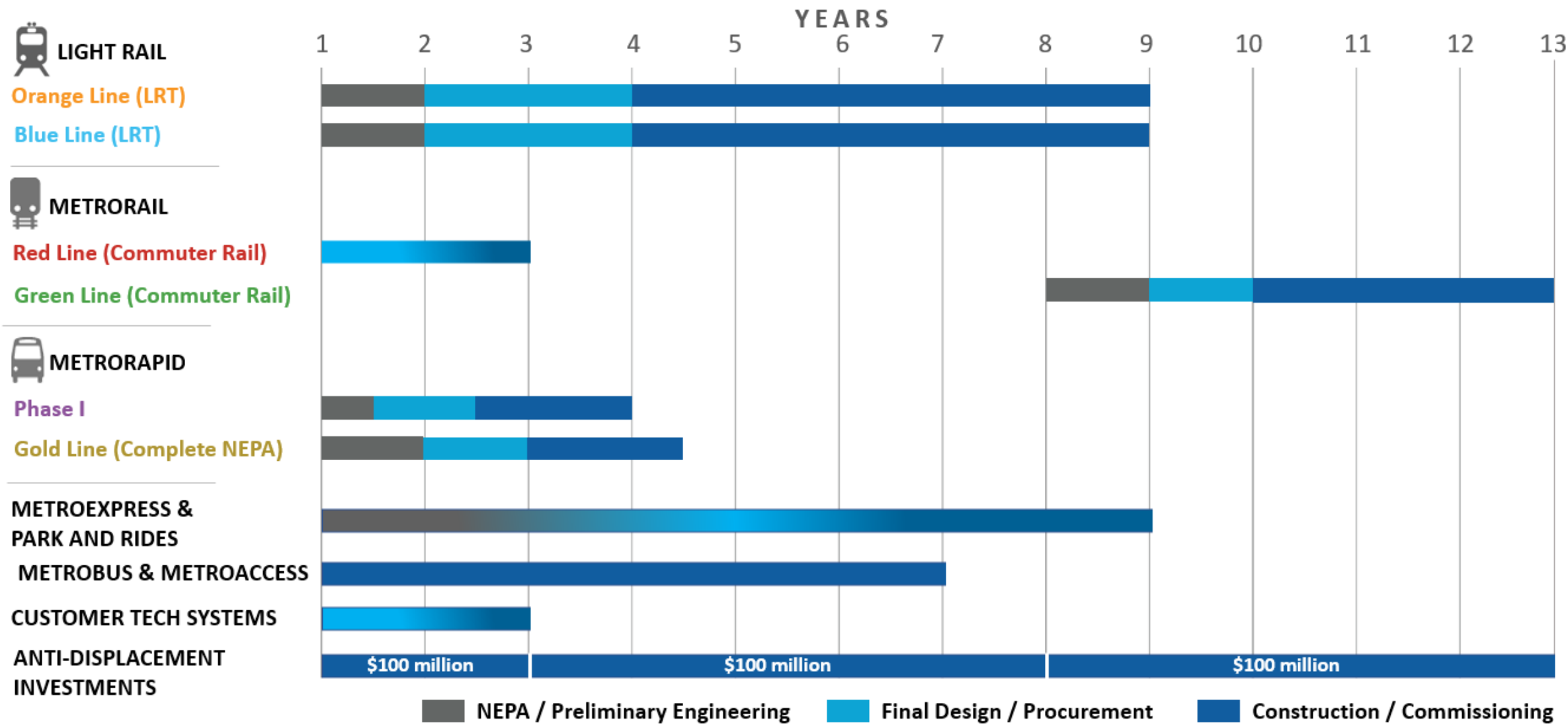
- LIGHT RAIL**
- Orange Line
 - Potential Future Extension
 - Blue Line
- METRORAIL**
- Red Line
 - Green Line
 - Potential Future Extension
- METRORAPID**
- Gold Line
 - Enhanced MetroRapid Route
 - Potential Future Extension
- METROBUS**
- Current Frequent Local Routes

- METROEXPRESS**
- Current MetroExpress
 - Future MetroExpress
- ADDITIONAL AVAILABLE SERVICES**
- MetroAccess
 - MetroBike
 - CURRENT PARK & RIDE
 - PROPOSED PARK & RIDE
 - CIRCULATOR (PICKUP)
 - APPROXIMATE ZONE LOCATION
 - POTENTIAL TUNNEL LOCATION
 - TRANSFER POINT



PROGRAM SEQUENCE PLAN

Years based on federal NEPA and funding approvals



JOINT POWERS AGREEMENT

ATTACHMENT B – LIST OF SUPPLEMENTAL AGREEMENTS BETWEEN THE PARTIES

(AS AMENDED)

| Date | Purpose | Parties |
|---------------|--|----------------------------------|
| August 2020 | Interlocal agreement creating the ATP local government corporation. | Capital Metro and City of Austin |
| December 2020 | Joint resolutions creating the ATP, approving and adopting the corporations Articles of Incorporation and Bylaws, and appointing the initial Board (Articles of Incorporation were subsequently filed with the Attorney General's Office and Bylaws adopted by the ATP Board). | Capital Metro and City of Austin |
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| July 2021 | Interlocal agreement establishing procedures to transfer Proposition A revenue from the City to ATP to implement Project Connect, as required by the Contract with Voters | City of Austin and ATP |

INTERLOCAL GRANT AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN TRANSIT PARTNERSHIP
RELATED TO PROJECT CONNECT ANTI-DISPLACEMENT PROGRAM
EXPENDITURES

This interlocal grant agreement (the “**Grant Agreement**”), dated and effective upon the date the Grant Agreement is signed by both Parties, is entered into by and between the Austin Transit Partnership (“**Grantor**” or “**ATP**”), a joint local government corporation under Chapter 431 of the Texas Transportation Code, and the City of Austin (“**Grantee**” or the “**City**”), a home-rule municipality incorporated by the State of Texas, each a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the City Council adopted Resolution No. 20200423-038, expressing its support of 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, on November 3, 2020, voters approved a ballot measure to dedicate funding to ATP for the implementation of Project Connect, a high-capacity transit system and investment in transit-supportive anti-displacement strategies; and

WHEREAS, pursuant to the Resolution No. 20200812-015, known as the City’s “Contract with the Voters,” ATP is to provide a total of \$300,000,000 of the Project Connect Tax Revenue (“**Project Connect Anti-Displacement Funding**”) in accordance with the Implementation Sequence Plan (attached as Exhibit A) to the City through a grant agreement; and

WHEREAS, the City subsequently requested that ATP accelerate distribution of the first \$100,000,000 of the Project Connect Anti-Displacement Funding during the first three years of the Implementation Sequence Plan; and

WHEREAS, the “Contract with the Voters” provides that the City must utilize the \$300,000,000 to (1) acquire real property for transit supportive development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, or (2) financing tools and other anti-displacement strategies related to the implementation of Project Connect (“**Project Connect Anti-Displacement Programs**”); and

WHEREAS, the “Contract with the Voters” and Resolution No. 20210204-062 require the City to develop a “community-informed partnership and process” for the use of these funds; and

WHEREAS, the “Contract with the Voters” provides that the Neighborhood Housing and Community Development, with assistance from other departments such as the Equity Office and Sustainability Office, shall develop proposals based on the community-informed process for approval by City Council; and

WHEREAS, Resolution No. 20200903-044 expresses the intent of City Council to work with impacted neighborhoods in the creation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement; and

WHEREAS, the City and the Capital Metropolitan Transportation Authority entered into an interlocal agreement, which provides for the creation of a Community Advisory Committee to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement; and

WHEREAS, the City has developed, implemented and administered anti-displacement programs of a similar nature and has the staff, expertise, and corporate experience to execute the Project Connect Anti-Displacement Programs in furtherance of the Project Connect System Plan as ATP focuses on other aspects of Project Connect; and

WHEREAS, in order to meet the schedule laid out in the Implementation Sequence Plan, ATP and the City desire to enter into this Grant Agreement; and

WHEREAS, the City and ATP have authority to enter this interlocal grant agreement through the Texas Constitution, Article 3, Section 64, Texas Transportation Code Chapter 431 (“The Texas Transportation Corporation Act”), and Texas Government Code Chapter 791 (“The Interlocal Cooperation Act”);

NOW, THEREFORE, the Parties agree as follows:

GRANT AGREEMENT

1. Purpose. The purpose of the Grant Agreement is to provide funding for the City to administer and implement the Project Connect Anti-Displacement Programs as described in the Contract with the Voters. This program supports the “Economic Opportunity and Affordability,” “Mobility,” and “Government that Works for All” objectives in the City’s Strategic Directions 2023. This Grant Agreement is entered pursuant to the Texas Constitution, Article 3, Section 64; Texas Transportation Code Chapter 431 (“The Texas Transportation Corporation Act”); and Texas Government Code Chapter 791 (The Interlocal Cooperation Act”).

2. Term of Agreement. The Grant Agreement shall be in effect for each fiscal year (October 1st to September 30th) beginning with the execution of this Grant Agreement and

until ATP has transferred the Project Connect Anti-Displacement Funding to the City in accordance with the Implementation Sequence Plan, or the Grant Agreement is terminated (the “Term”).

3. Designation of Key Personnel. The City’s Housing and Planning Department (“HPD”) shall serve as the City Manager’s designee for purposes of this Grant Agreement. HPD has the technical and community capacity to perform the responsibilities of this Grant Agreement. HPD shall engage other City departments and personnel as needed to ensure success in the implementation of selected strategies. The ATP Chief Financial Officer/Chief Development Officer or their designee shall serve as ATP’s designee for purposes of this Grant Agreement.

4. Responsibilities of the Parties.

(a) Annual Budget. For each fiscal year during the term of the Grant Agreement, the City and ATP Chief Financial Officers, along with the City Director of HPD shall, during the annual budget process, meet, negotiate, and approve in good faith the amount of the annual funding allocation in accordance with the Implementation Sequence Plan to implement and administer the Project Connect Anti-Displacement Programs. The planned schedule of annual funding allocations is listed in Exhibit B. The annual funding allocation must be included as part of the annual proposed budget for each Party, which must also be approved by the City Council of the City of Austin and the Board of Directors of the ATP. The Parties acknowledge and agree that the Parties shall endeavor to commence the annual budget process prior to the commencement of the fiscal year.

(b) Reimbursement of Funds. ATP will provide grant reimbursement to the City based on actual expenditures, which can include costs of staff time to implement the Project Connect Anti-Displacement Programs in a manner consistent with the Contract with the Voters. The Parties will work to create “Grant Reimbursement Procedures,” which will be adopted prior the first request for reimbursement and amended thereafter as necessary, to include the necessary forms and documentation to process grant reimbursement requests. All grant reimbursements shall be paid only out of ATP’s current revenues or any other funds lawfully available therefore (and appropriated for such purpose) in accordance with Article 11, Sections 5 and 7 of the Texas Constitution.

(c) Federal Grant Opportunities for Real Property Acquisition. The Parties acknowledge and agree that the Contract with the Voters provides that any real property acquired with the Project Connect Anti-Displacement Funding should, where possible, comply with Federal Transit Agency (“FTA”) requirements, and the City will endeavor to comply with such requirements, including to amend this Grant Agreement as ATP deems necessary.

(d) Real Property Acquisition Technical Approval. If HPD identifies any real property acquisition that is directly adjacent to the alignment of any light rail, bus, or commuter rail investments, prior to initiating the acquisition, HPD shall first notify ATP of such potential acquisition and must receive approval prior to initiating such acquisition from the ATP Chief Program Officer to ensure there are no design or engineering conflicts. ATP shall review any such approval requests in a timely manner.

(e) Real Property Acquisition Assistance. HPD may, to the extent ATP determines such acquisition is compliant with FTA and the Project Connect technical requirements, request that ATP acquire a real property interest on behalf of HPD with the Project Connect Anti-Displacement Funding. ATP shall be under no obligation to acquire such property on behalf of the City.

5. Responsibilities of the City. HPD, as the City Manager's designee, shall complete the tasks as directed by City Council in Resolution Nos. 20200812-015, 20200903-044, and 20210204-062. Additional policy direction from City Council, as long as it is consistent with the Contract with Voters, can be accomplished outside of this Grant Agreement, and will not require amendment(s) to this Grant Agreement.

6. Termination. This Grant Agreement may be terminated in its entirety in accordance with any of the following:

(a) by either Party, in the event ATP fails to appropriate funds in any budget year in this Grant Agreement in an amount sufficient to meet ATP's obligations hereunder, upon the first date such funding is not met pursuant to this Grant Agreement;

(b) by either Party, upon ninety (90) days' written notice to the other Party;
or

(c) by City, immediately upon written notice to ATP should ATP fail to make any payment by the forty-fifth (45th) day following City's provision of the relevant invoice or reimbursement documentation to ATP.

(d) ATP shall pay City for all costs incurred and services rendered prior to termination of the Grant Agreement.

7. Reporting. HPD shall provide an annual progress report on expenditures and outcomes of the use of the funds.

8. Audit Rights. ATP shall have the right, at its cost and expense, to have the books and records of the City related to the Grant Agreement (i) reviewed by ATP from time to time during the Term, and/or (ii) audited by a nationally or regionally recognized independent certified public accountant, under appropriate confidentiality provisions, for the purpose of verifying the accuracy of all fees and cost calculations under this Grant Agreement; provided, that any such audit shall be conducted no more than once per budget year (a "budget year" being defined as October 1 through September 30) and shall be conducted, in each case, upon at least thirty (30) days' advance written notice; provided further, that no review or audit shall be conducted outside of normal business hours or in a manner that interferes unreasonably with the City's business. The results of any such audit by the independent certified public accountant shall be reduced to writing and delivered to each Party. Any underpayment or overbilling determined by ATP pursuant to the review referenced in clause (i) above shall, upon the agreement of the City (or if there is a dispute, then upon resolution of such dispute pursuant to Section 21), promptly be paid by ATP or refunded by the City, as applicable. Any underpayment or overbilling determined by independent certified public accounting firm pursuant to the audit referenced in clause (ii)

above shall, upon the agreement of ATP and the City (or if there is a dispute, then upon resolution of such dispute pursuant to Section 21), promptly be paid by ATP or refunded by the City, as applicable. Parties shall retain all records created or maintained under this Agreement for a period of three years after final payment on this Agreement or until all audit and litigation matters that the Parties have brought to the attention of the other Party are resolved, whichever is longer.

9. Proprietary Materials. If a Party, any of its affiliates or its third-party service providers furnishes or makes available to the other Party (each, a “Disclosing Party”) any Proprietary Materials (as defined below) pursuant to this Grant Agreement, the Disclosing Party shall retain exclusive ownership therein. As used herein, “Proprietary Materials” means all information, data and knowledge marked proprietary and furnished or made available by any Disclosing Party to the other Party as part of the Services, or used in the performance of Services hereunder, and copies thereof, including software, documentation, techniques, tools, templates, processes, procedures, discoveries, inventions and technical data.

10. Confidentiality.

(a) Confidentiality. Except as otherwise permitted herein or as otherwise provided by law, each Party shall, and shall cause its affiliates and their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to, keep all information marked confidential regarding the business, affairs or plans (“Confidential Information”) of the Disclosing Party provided pursuant to this Grant Agreement strictly confidential. Notwithstanding the foregoing, this Section 10(a) shall not apply to Confidential Information which (1) becomes generally available to the public other than as a result of a disclosure by the Party that received such information or its representatives (“Recipient”), (2) was made available to the Recipient on a non-confidential basis prior to its disclosure to such Person pursuant to this Grant Agreement, (3) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party who did not acquire the Confidential Information from the Disclosing Party or (4) is required to be disclosed by legal process, a court decision, a government agency, or an administrative order; *provided* that the Recipient timely informs the Disclosing Party so that the Disclosing Party may seek a protective order, confidential treatment or other remedy, if possible.

(b) No Rights to Confidential Information. Each Party acknowledges and agrees that it will not acquire any right, title or interest in or to any Confidential Information of the Disclosing Party hereto by reason of this Grant Agreement or the provision or receipt of Services hereunder.

(c) Safeguards. Each Party agrees to establish and maintain administrative, physical and technical safeguards, data security procedures and other protections against the destruction, loss, unauthorized access or alteration of the Disclosing Party’s Confidential Information that are no less rigorous than those otherwise maintained for its own Confidential Information but in no event using less than reasonable care.

(d) Texas Public Information Act. Notwithstanding any terms and conditions in this Grant Agreement to the contrary, this Grant Agreement and related

documents are subject to the “Texas Public Information Act,” Texas Gov’t Code, Chapter 552. The City and ATP are subject to the Texas Public Information Act and must release information required to be released under the Texas Public Information Act and regulations promulgated thereunder.

11. Headings. The headings appearing herein are for convenience and reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Grant Agreement.

12. Amendment and Waiver. This Grant Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party, including in the case of ATP the approval of the ATP Board of Directors. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Grant Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Notices.

(a) Requirements. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Grant 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.

(b) City of Austin Address. The address of City of Austin for all purposes under this Grant Agreement and for all notices:

Rosie Truelove (or her successor)
Director, Housing & Planning
Street-Jones Building
1000 E. 11th St., Suite 200
Austin, TX 78702

Ed Van Eenoo (or his successor)
Chief Financial Officer
301 W. 2nd Street
Austin, Texas 78701

With additional copy to:

Anne L. Morgan (or her successor)
City Attorney
301 W. 2nd Street
Austin, Texas 78701

- (c) ATP Address. The address of the ATP for all purposes under this Grant Agreement and for all notices:

Greg Canally (or his successor)
Chief Financial Officer
700 Lavaca Street
Suite 1400
Austin, Texas 78701

With additional copy to:

Casey Burack (or her successor)
General Counsel
700 Lavaca Street
Suite 1400
Austin, TX 78701

- (d) 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.

14. Successors and Assigns. Neither this Grant Agreement nor any of the rights or obligations of the Parties hereunder may be assigned by any Party without the prior written consent of the other Parties. Any attempted assignment or delegation in contravention hereof shall be null and void. Subject to the foregoing, this Grant Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

15. No Third Party Beneficiary Rights. This Grant Agreement is not intended to and shall not be construed to give any Person or entity other than the Parties signatory hereto (and successors and assigns permitted under Section 14) any interest or rights

(including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

16. Force Majeure. ATP will not be financially liable to the City and City shall not be liable for delays or failures to perform under the Grant 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 Grant Agreement. The affected Party shall notify the other Party within five (5) business days of the occurrence of the force majeure event or delay, whichever occurs later, 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.

17. No Right of Set-Off. Notwithstanding any other provisions of this Grant Agreement or any other agreement among the Parties, any payment to be made by any Party under this Grant Agreement will be made free of any set-off and will be promptly remitted to the Party entitled to receive payment hereunder. However, notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

18. Expenses. Except as otherwise expressly provided herein, the Parties shall bear their own respective expenses (including, but not limited to, all compensation and expenses of counsel, financial advisors, consultants and independent accountants) incurred in connection with the preparation and execution of this Grant Agreement and consummation of the transactions contemplated hereby, unless otherwise expressly agreed in writing.

19. Counterparts. This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Grant Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Grant Agreement.

20. Governing Law and Venue. This Grant Agreement is governed by the laws of the State of Texas and all obligations under this Grant Agreement are performable in Travis County, Texas. Any suits relating to this Grant Agreement will be filed in a district court or federal court in Travis County, Texas.

21. Dispute Resolution/Mediation. Disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above with copies to the Chief Financial Officers of each of the City and ATP. If satisfactory resolution cannot be achieved between the Chief Financial Officers within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Grant 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.

22. 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 Grant 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.

23. Severability. If in any jurisdiction any term or provision hereof is determined to be invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

24. Entire Agreement. This Grant Agreement and the Exhibits hereto, together with the any SOW, shall constitute the entire understanding and agreement among the Parties to it in relation to the subject matter of this Grant Agreement and shall together supersede all previous agreements among the Parties in relation to the same subject matter.

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

Exhibits:

I. Exhibit A – Contract with Voters and Sequencing Plan

II. Exhibit B - Planned Annual Allotment of \$300 Million in Anti-Displacement Funds

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed and effective as of the date first set forth above.

CITY OF AUSTIN

By: Rodney Gonzales

Name: Rodney Gonzalez

Title: Assistant City Manager

Date: April 8, 2021

Approved as to form:

Brandon W. Carr
Brandon W. Carr, Assistant City Attorney

AUSTIN TRANSIT PARTNERSHIP

By: E-SIGNED by Greg Canally
on 2021-04-05 21:59:55 GMT

Greg Canally
Chief Financial Officer

Date: April 05, 2021

Approved as to form:

E-SIGNED by Casey Burack
on 2021-04-05 17:17:20 GMT

Casey Burack, General Counsel

Exhibit A

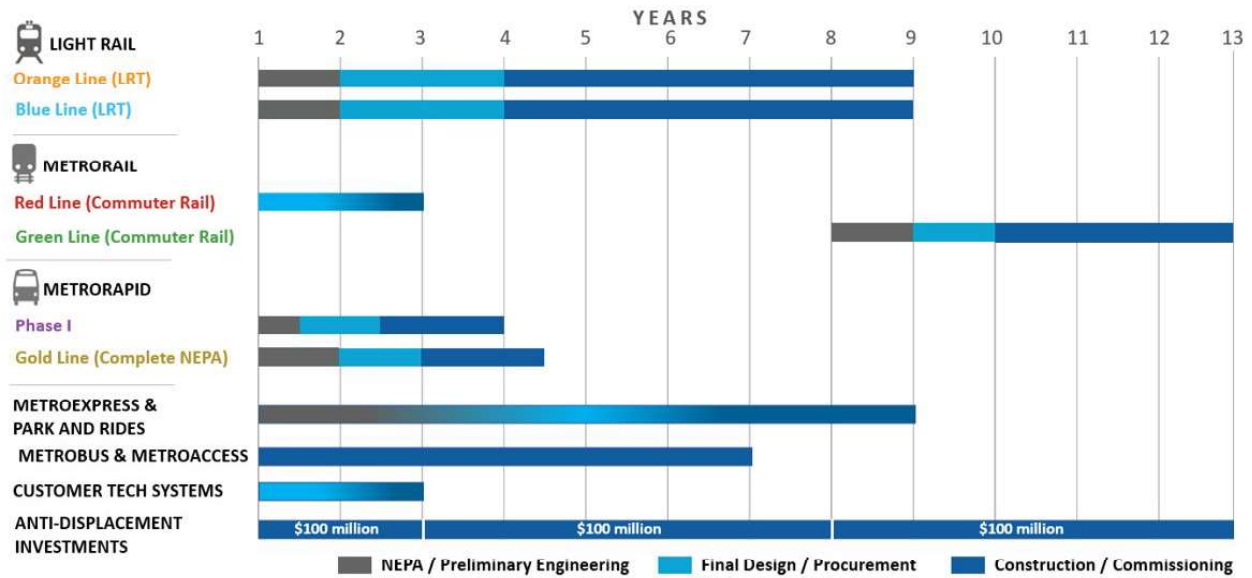


Exhibit B
Planned Annual Allotment of \$300 Million in Anti-Displacement Funds

| Implementation Sequencing Plan | FY | Amount |
|--------------------------------|-------------|--------------|
| Years 1-3 \$100 million | FY 2020-21 | \$23 million |
| | FY 2021-22 | \$42 million |
| | FY 2022-23 | \$35 million |
| Years 4-8 \$100 million | FY 2023-24 | \$20 million |
| | FY 2024-25 | \$20 million |
| | FY 2025-26 | \$20 million |
| | FY 2026-27 | \$20 million |
| | FY 2027-28 | \$20 million |
| Years 9-13 \$100 million | FY 2028-29 | \$20 million |
| | FY 2029-30 | \$20 million |
| | FY 2030-31 | \$20 million |
| | FY 2031-32 | \$20 million |
| | FY 2032 -33 | \$20 million |

RESOLUTION NO. 20210729-043

WHEREAS, in Resolution 20200812-015 Council established the contract with the voters in regards to the Austin Transit Partnership and funding for Project Connect and related infrastructure; and,

WHEREAS, Council directed establishment of a process for the manner in which funding would be allocated should voters approve the tax rate increase in November of 2020; and,

WHEREAS, Council directed the City Manager to include certain provisions in a draft Joint Powers Agreement, to be reviewed and approved by City Council; and,

WHEREAS, Council directed the City Manager to include in the Joint Powers Agreement a procedure to transfer the Project Connect Tax Revenue in a proportionate amount on an annual and more frequent basis until the debt is paid off and the funds are no longer required for operations, maintenance, or a state of good repair; and,

WHEREAS, the City Manager and the Austin Transit Partnership have developed the procedure, and are bringing it forward at this time for Council approval in the form of an Interlocal Agreement Between City of Austin and Austin Transit Partnership for Terms of Joint Powers Agreement on Transfer of “November 2020 Proposition A” Property Tax Revenue; and,

WHEREAS, Council has reviewed the procedure and desires the City Manager to implement this process; **NOW, THEREFORE**,

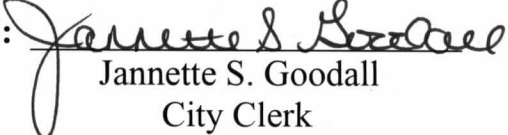
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council gives its approval for the Interlocal Agreement Between City of Austin and Austin Transit Partnership for Terms of Joint Powers Agreement on Transfer of "November 2020 Proposition A" Property Tax Revenue financial process related to transfer of the Project Connect Tax Revenue in a proportionate amount attached to this resolution as Attachment A.

BE IT FURTHER RESOLVED:

The City Manager and the City's Chief Financial Officer are authorized and directed to take any action and to sign, execute, and deliver the Interlocal Agreement Between City of Austin and Austin Transit Partnership for Terms of Joint Powers Agreement on Transfer of "November 2020 Proposition A" Property Tax Revenue and any other documents that are necessary or advisable to comply with the terms of the financial requirements related to the transfer of the proportionate share of the City's maintenance and operations Project Connect Property Tax Revenue. The Joint Powers Agreement will encompass the terms of the financial arrangements between the City and ATP, including but not limited to, financial requirements related to the transfer of tax revenue, payment arrangements for staffing and related costs, and grant agreements related to anti-displacement funding.

ADOPTED: July 29, 2021

ATTEST: 
Jannette S. Goodall
City Clerk

**INTERLOCAL AGREEMENT BETWEEN CITY OF AUSTIN AND THE AUSTIN TRANSIT PARTNERSHIP
FOR TERMS OF JOINT POWERS AGREEMENT ON TRANSFER OF
"NOVEMBER 2020 PROPOSITION A" PROPERTY TAX REVENUE**

The purpose of this Interlocal Agreement Between City of Austin and the Austin Transit Partnership for Terms of Joint Powers Agreement on Transfer of "November 2020 Proposition A" Property Tax Revenue ("Agreement") is to define the process and procedures for the allocation and distribution of November 2020 Proposition A property tax revenue collected by the City of Austin ("City"), to the Austin Transit Partnership ("ATP"). This Agreement is consistent with the direction from City Council in the Contract with the Voters, shall satisfy the requirement of the Contract with Voters to include such process and procedures, and shall be referenced as such when the full Joint Powers Agreement is approved.

Background

On November 3, 2020, voters approved Proposition A ("Prop A") Tax Rate Election, which dedicated \$0.0875 of the approved \$0.5335 City tax year 2020 property tax rate for the current Fiscal Year (FY) 2020-21 for the investment in Project Connect. The FY 2020-21 property tax revenue associated with this \$0.0875 tax rate, and property tax revenue in future years calculated in accordance with a formula defined below, is:

"to be dedicated by the City to an independent board (ATP) to oversee and finance the acquisition, construction, equipping, and operations of the rapid transit system."

In the Contract with the Voters approved by City Council (Resolution 20200812-00315) the City committed that:

"Upon voter approval of the tax rate, beginning in Fiscal Year 2020-21, the City Manager is directed to transfer the Project Connect Tax Revenue to Austin Transit Partnership."

Further, the City Manager was directed:

"to develop procedures to transfer the Project Connect Tax Revenue in a proportionate amount on an annual or more frequent basis, for the current and future years, and include those procedures in a future Joint Powers Agreement ("JPA") between the City and Austin Transit Partnership. The transfer of the Project Connect Tax Revenue will continue until such time as all debt issued and financial obligations incurred by Austin Transit Partnership are paid off and funds are no longer required for operations, maintenance, or state of good repair for assets funded by Austin Transit Partnership."

Property Tax Revenue

Language in the Contract with the Voters that directs the City Manager to develop procedures to transfer the Project Connect Tax Revenue in a proportionate amount was crafted with the purpose and intent of acknowledging that tax rates generally change each year. As background, the City's annual tax rate is set by the City Council based on the interplay between taxable property values (certified by each of the appraisal districts that have property in the City limits: Travis Central Appraisal District, Williamson Central Appraisal District, and Hays Central Appraisal District), the City's revenue needs, and the calculation formula mandated by State law. Currently, State law allows the City to adopt an operations and maintenance property tax rate that would generate up to 3.5% more property tax revenue for operations

and maintenance than in the previous year from properties taxed in both years, net of certain adjustments. A property tax rate increase in excess of this level requires approval by the voters in a citywide election. As taxable property values rise, it exerts downward pressure on the property tax rate. Conversely, if taxable values were to decrease, it would generate upwards pressure on the tax rate. The Project Connect financial model was created and presented, not based on a static property tax rate, but on a proportionate share basis recognizing this dynamic. At the time the model was developed, when the City Council approved the Prop A ballot, and when the City adopted the Fiscal Year 2020-21 tax rate, ATP's proportionate share of the operations and maintenance property tax rate was 20.789% and the allocation formula detailed below is intended to provide ATP with this same proportion of operations and maintenance property tax revenue in future years.

Section 1: Allocation of Property Tax Revenue

A: Revenue Definition

For the purposes of this agreement, Property Tax Revenue shall refer to the revenue collected by the City for maintenance and operations ("M&O"). It shall exclude revenue pertaining to the debt service portion of the total annual property tax rate. With respect to revenue associated with the maintenance and operations property tax rate, it includes current collections, delinquent collections, and penalties and interest incurred or accrued beginning with the 2020 tax year. Delinquent collections, and penalties and interest related to tax years prior to tax year 2020 are excluded from this agreement.

B: Apportionment Formula

The apportionment of the annual property tax revenue collected, beginning in FY2020-21 shall be calculated using the following formula. It is based on the first-year (Tax year 2020 and City fiscal year 2020-21) voter-approved M&O ad valorem rate of \$0.4209 per \$100 of taxable valuation, with \$0.0875 dedicated to Project Connect. All future property tax revenue shall be apportioned using this formula until use of the formula is superseded by subsequent voter action (such as another Tax Rate Election for any purpose) or amendment to this agreement (see 4C for amendment process) or the dissolution of ATP (consistent with the Contract with the Voters).

City Share of Maintenance and Operations Property Tax Revenue = $0.3334/0.4209 = 79.211\%$

Austin Transit Partnership Share of Maintenance and Operations Property Tax Revenue = $0.0875/0.4209 = 20.789\%$

In the event of a successful future City Tax Rate Election that increases the City's Maintenance and Operations Property Tax Rate, these calculations shall be amended to adjust the percentage of the ATP share of the City Maintenance and Operations Property Tax Revenue. This percentage shall be calculated by:

- 1) multiplying the current Austin Transit Partnership Share of Maintenance and Operations Property Tax Revenue apportionment percentage by the City Maintenance and Operations Property Tax Rate prior to the successful Tax Rate Election in the tax year in which the election takes place to determine the effective ATP share of the City's Maintenance and Operations Property Tax Rate; and then,

2) dividing this effective ATP share of the City's Maintenance and Operations Property Tax Rate by the total City Maintenance and Operations Tax Rate inclusive of the successful Tax Rate Election to generate the new Austin Transit Partnership Share of Maintenance and Operations Property Tax Revenue percentage.

ATP shall be promptly notified of the newly calculated Austin Transit Partnership Share of Maintenance and Operations Property Tax Revenue percentage.

C: Allowances

The City currently has three approved Tax Increment Reinvestment Zones (TIRZ), the Mueller, Waller Creek, and Seaholm TIRZs, to which 100% of the incremental property tax revenue collected within the TIRZ boundaries is currently allocated, and one Homestead Preservation Zone (HPZ), to which 20% of the incremental property tax revenue collected within the HPZ boundaries is currently allocated. Tax revenue required for each TIRZ and HPZ shall first be deducted from the total tax property tax revenue received by the City, prior to the proportional (based on share of the tax rate) disbursement of the revenue to the General Fund (M&O), Project Connect Fund (M&O) and debt service.

Prior to the amendment of an existing TIRZ, or approval of any future TIRZ or HPZ, the City shall require the consent of ATP only as to whether the ATP share of Prop A property tax revenue can be included in the capture rate of the TIRZ or HPZ. However, the City may create a TIRZ on city owned property without the consent of ATP, including a TIRZ in which city property is the majority (50.1%) of the acres included in the zone.

In addition, the City has four economic incentive agreements (Chapter "380") in which the City has agreed to rebate all or some of the property tax paid back to the partner corporation. The corporation, terms of the agreement, and expiry dates of the agreements are included in the following table:

| Corporation | Reimbursement Calculation | Expiry |
|-------------|--|------------|
| Samsung | In years 1-10, 100% of tax on new equipment and machinery purchased and real property improvements made after 1/1/2006 for the 300 mm Fab; in years 11-20, 75% of taxes on same. | 12/31/2027 |
| Domain | 25% of City's incremental property tax, based on 5/1/2003 property valuation of \$235,228 per acre. Baseline value is \$12,504,720. | 12/31/2028 |
| Apple | 100% of the City's incremental property tax on improvements and on business personal property. | 12/31/2026 |

| | | |
|-----|--|------------|
| HDI | 100% of the City's incremental property tax on improvements and on business personal property. | 12/31/2024 |
|-----|--|------------|

In the calculation of the apportionment of property tax revenue, the City shall retain the portion of the property tax rebates related to ATP's share of the property tax paid by these corporations that is required to be reimbursed per the agreement between the City and the corporation. The retained property tax revenue will be paid to the corporations the following fiscal year in accordance with the agreements. The remittance to ATP will be net the pro rata share of the rebate agreements for the remaining term of the agreements.

If the City negotiates a new agreement, whether with these existing firms or new firms/corporations/entities to rebate property taxes for any reason, the City shall not include in any such agreement the portion of the Prop A property tax revenue without ATP's consent.

D: Remittance Calculation

The calculation below shall be based on transactions recorded by the City for the time periods outlined in Section 2A.

| | | |
|--------|--------|--|
| Step 1 | | Total City Property Tax Revenue Collected for tax years 2020 and later |
| Step 2 | (less) | TIRZ and HPZ capture revenue |
| Step 3 | (less) | Chapter 380 Requirements |
| Step 4 | = | Adjusted Total Property Tax Revenue |
| Step 5 | (less) | Share of revenue associated with annual debt service tax rate |
| Step 6 | = | Adjusted Total M&O Property Tax Revenue |
| Step 7 | X | ATP Share |
| Step 8 | = | ATP Property Tax Revenue |

Section 2: Payment Process

A: Remittance Schedule

The City shall make payments of annual Property Tax Revenue to ATP through the term of this Agreement according to the following schedule:

| Month-End | Time Period | Payment Due |
|-----------|---|---------------------------|
| January | October 1 to January 31 for current fiscal year; plus, audit adjustment transactions from prior fiscal year | April 20 th * |
| June | February 1 to June 30 for the current Fiscal Year | July 20 th |
| October | July 1 to September 30 for the current Fiscal Year | November 20 th |

* The first payment to ATP will be made no later than 30 days after this agreement is signed by both parties and shall be based on the time period(s) per schedule, to accommodate the adoption of this Agreement.

B: Payment Method

The City shall make payments to ATP using electronic funds transfer. ATP shall provide a letter on ATP's letterhead at least 30 days prior to the payment due dates listed above with the appropriate Automated Clearing House (ACH) or wiring instructions (full Routing Number and last four digits of the Account Number) so that this information may be verified against ATP's vendor code in the City's financial system. The ACH or wiring instructions must match the payment address that contains these instructions in the City's financial system. This 30-day window will allow time for updates to ATP's vendor record if necessary.

C: Credits

In the event the calculated payment to ATP results in a net credit to the City, the credit will be applied to the next positive payment balance. ATP is not expected nor required to issue a payment to the City for the credit amount.

D: Interest for Late Payments

Payments remitted 15 days past the due date due to no fault of ATP shall accrue interest, if such late remittance is caused by actions or events within the control of the City. The interest rate shall be equal to the One-Year Treasury Constant Maturity rate on the day the payment is due. Interest shall accrue until the payment is remitted and shall be compounded and calculated by the City. The interest shall be added to the next payment.

E: Remittance Documentation

Concurrent with each payment remitted to ATP, the City shall provide to ATP documentation that details the computations underlying the payment amount. The April 20th payment shall include for the prior fiscal year the final remittance calculation outlined in 1D as well as any credits or interest from late payments applied to the payment. In addition, the Total City Property Tax Revenue Collected from Step 1, 1D shall be shown by revenue type (current collections, delinquent collections, and penalties and interest incurred).

Section 3: Annual Budget

A: Estimation and Projections of Payment

On or before May 1 of each year, commencing May 1, 2022, the City shall provide to ATP a projection of payments consistent with this agreement to be made for the current and following five fiscal years. The City will endeavor to provide ATP updates on projected payments throughout the year.

B: Annual Budget

For the term of this Agreement, as authorized and directed by the voters and council, in the November 2020 election and the Contract with the Voters, the City Manager will provide a budget for council

adoption that provides the appropriate proportionate share of the City's M&O tax rate following the calculations and procedures in this Agreement, specifically Section 2A of this Agreement.

Section 4: Miscellaneous

A: Term

This agreement shall remain in place from date of execution until the earlier of:

- 1) The date all debt issued and financial obligations incurred by Austin Transit Partnership are paid off and funds are no longer required for operations, maintenance, or state of good repair for assets funded by ATP; or
- 2) The dissolution of ATP, in accordance with state law.

B: Audit Requirements

Upon reasonable prior written notice, ATP shall have the right to review all data and work relevant to the Property Tax Revenue calculations and payments to ATP. The City shall also have the right to review data and work relevant to determining if the Property Tax Revenue has been spent by ATP in accordance with the Contract with the Voters.

C: Financial Cooperation

The City and ATP agree to share any necessary financial information, data, and reports to support each entities' annual budgets, Comprehensive Annual Financial Reports, and bond sales. Both entities also agree that staff of each entity shall work to support any such request for this information, data, and reports.

D: Amendment

This agreement may be modified only by a written instrument executed by both the City and ATP.

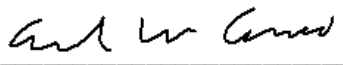
If an amendment is necessary to address changes in applicable law, that amendment will be brought forth in a manner consistent with the applicable law and the contract with the voters.

E: Effective Date of Agreement

The provisions of the agreement will come into full force and effect upon the execution and delivery by the parties.


By signing this agreement, each party represents that the person executing this agreement is duly authorized to do so, and that each party agrees to the terms.

Date: 8/17/2021

By: 

Ed Van Eenoo, Chief Financial Officer
City of Austin

Date: 8/2/21

By: 

Greg Canally, Chief Financial Officer/Chief
Development Officer
Austin Transit Partnership

RESOLUTION NO. 20200812-015

WHEREAS, the Austin Strategic Mobility Plan (“ASMP”) (Ordinance No. 20190411-033) is the transportation element of the Imagine Austin Comprehensive Plan; and

WHEREAS, the ASMP establishes that the policy of the City is to invest in a high-capacity transit system to meet our 50/50 mode share goals, 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, the City and Capital Metro have engaged with community members and other stakeholders to develop and 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, City Council adopted Resolution No. 20200610-002, directing 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 Capital Metro; and

WHEREAS, the ASMP 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, City Council adopted Resolution No. 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, Capital Metro also supports an equitable transit system, as reflected in its Transit Oriented Development Policy and Guidelines; 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, City Council adopted Resolution 20200727-002 directing an initial investment in the Project Connect System Plan (Initial Investment Map and associated Implementation Sequence Plan 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, the City Council will order an election to be held on November 3, 2020 for the purpose of asking voters to approve 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 (such \$0.0875 is hereinafter referred to 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 City Council and Capital Metro Board 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 Agreements to delineate the roles and responsibilities of all three parties; 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 City recognizes the commitment of Capital Metro to dedicate the balance of its Capital Expansion Fund and any funding received from grant agreements with the U.S. Department of Transportation to Austin Transit Partnership; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council, by this official action, clarifies and declares its intent and commitment to the voters to create a contract with the voters that specifies and

commits that the proceeds from the Project Connect Tax Revenue collected shall be used to invest in a citywide rapid transit system, known as Project Connect, which includes associated transit-supportive anti-displacement strategies. Further, the City Council by this official action, clarifies that if Project Connect, or the associated Implementation Sequence Plan, require modification, such action may be taken only upon the joint concurrence of City Council and the Capital Metro Board. The following Be It Further Resolved clauses describe how the Project Connect Tax Revenue is to be allocated to the jointly created local government corporation, Austin Transit Partnership, and the clauses direct the City Manager to include certain provisions in a draft Joint Powers Agreement, to be reviewed and approved by City Council, with Austin Transit Partnership and Capital Metro to guide the expenditure of the Project Connect Tax Revenue.

BE IT FURTHER RESOLVED:

Upon voter approval of the tax rate, beginning in Fiscal Year 2020-21, the City Manager is directed to transfer the Project Connect Tax Revenue to Austin Transit Partnership. Further, the City Manager is directed to include in the Joint Powers Agreement with Austin Transit Partnership, a procedure to transfer the Project Connect Tax Revenue in a proportionate amount on an annual or more frequent basis. The transfer of the Project Connect Tax Revenue will continue until such time as all debt issued and financial obligations incurred by Austin Transit Partnership are paid off and funds are no longer required for operations, maintenance, or state of good repair for assets funded by Austin Transit Partnership. It is acknowledged that under State law, particularly Chapter 1202 of the Texas Government Code, the issuance of obligations by Austin Transit Partnership is subject to the review and approval of the Attorney General of the State of Texas, and conditions established by the Attorney General of the State of

Texas to receive the approval. To the extent that those conditions, State law, and Federal law, apply to the requirements of this contract with the voters, those conditions and those laws supersede this contract.

Further, if funding from the City's transfer of the Project Connect Tax Revenue is sufficient to fund both the initial investment and additional transit infrastructure components of Project Connect (as shown in Exhibit A), Council contracts with the voters that the Project Connect Tax Revenue may be used to fund those additional components.

Finally, if federal matching funds are not available to complete components of the initial investment, or additional components, Council contracts with the voters that the Project Connect Tax Revenue shall be used to fund as much of the initial investment in Project Connect as possible.

BE IT FURTHER RESOLVED:

The City Manager is directed to include in the Joint Powers Agreement with Austin Transit Partnership and Capital Metro, 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 direction for the 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 City Manager is directed to include in the Joint Powers Agreement with Austin Transit Partnership and Capital Metro a provision that the funds may be used to acquire real estate for transit supportive development that will preserve and/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 financing tools and other anti-displacement strategies related to the implementation of Project Connect, the City Manager is directed to include in the Joint Powers Agreement with Austin Transit Partnership and Capital Metro, 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 City Manager 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 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 effort 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.

- 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
 - enter into interlocal agreements and/or grant agreements with the City to timely develop and implement anti-displacement strategies.

BE IT FURTHER RESOLVED:

The City Manager is directed to include in the Joint Powers Agreement with Austin Transit Partnership and Capital Metro 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:

The City Manager is directed to include in the Joint Powers Agreement with Austin Transit Partnership and Capital Metro 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 Austin Transit Partnership.

BE IT FURTHER RESOLVED:

The City Manager is directed to include in the Joint Powers Agreement with Austin Transit Partnership and Capital Metro 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.

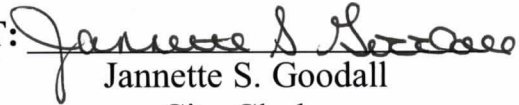
BE IT FURTHER RESOLVED:

The City Manager is directed to include in the Joint Powers Agreement with Austin Transit Partnership and Capital Metro a requirement that all contracts awarded by Austin Transit Partnership ensure a living wage as established by the

City of Austin or 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.

ADOPTED: August 13, 2020

ATTEST:



Jannette S. Goodall
City Clerk



METRO

projectconnect

SYSTEM PLAN INITIAL INVESTMENT

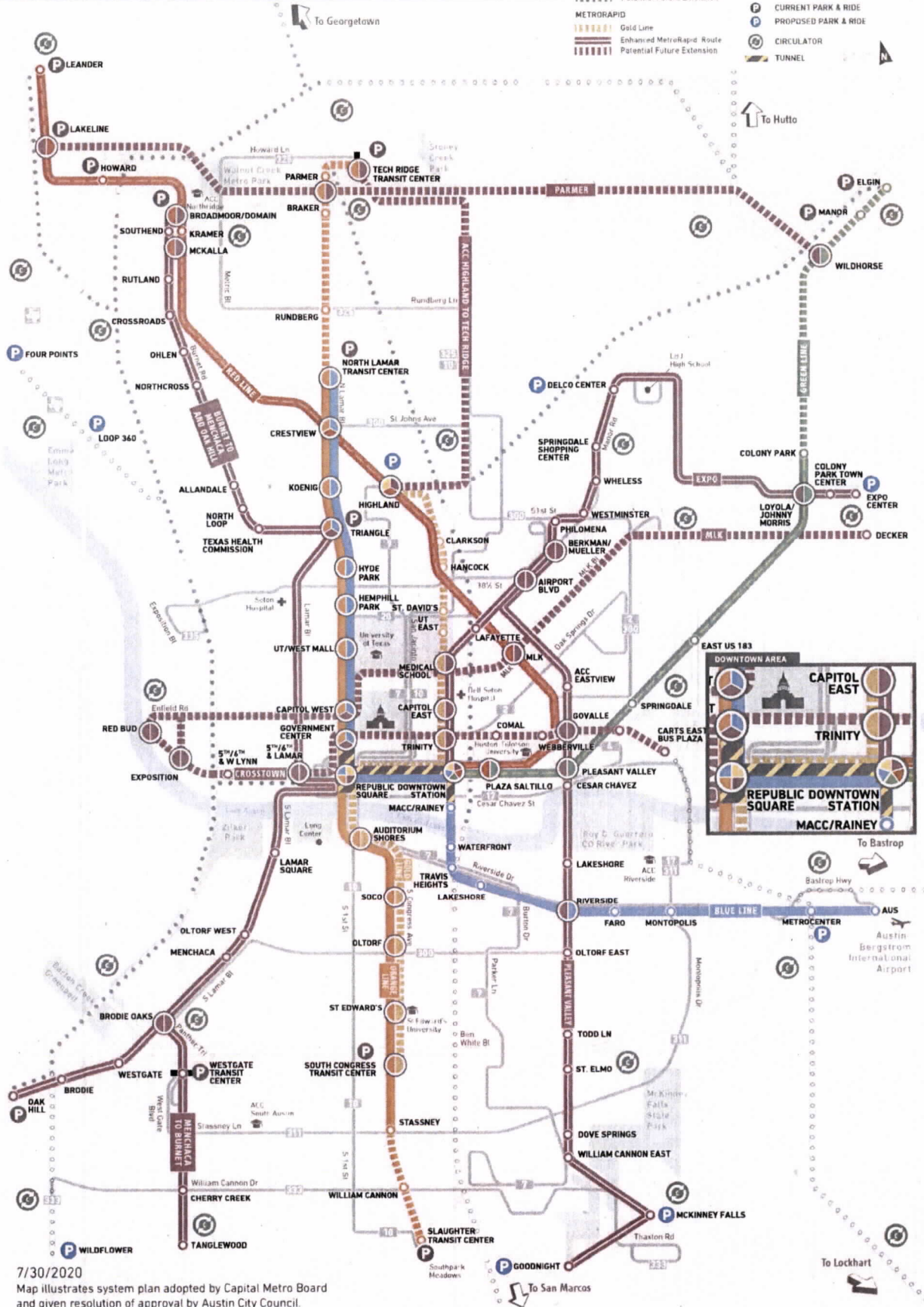
Adopted June 10, 2020

EXHIBIT A

LEGEND

- LIGHT RAIL**
 - Orange Line
 - Potential Future Extension
 - Blue Line
- METRO RAIL**
 - Red Line
 - Green Line
 - Potential Future Extension
- METRO RAPID**
 - Gold Line
 - Enhanced MetroRapid Route
 - Potential Future Extension

- METROBUS**
 - Current Frequent Local Routes
- METROEXPRESS**
 - Current MetroExpress
 - Future MetroExpress
- ADDITIONAL AVAILABLE SERVICES**
 - MetroAccess
 - MetroBike
- CURRENT PARK & RIDE**
- PROPOSED PARK & RIDE**
- CIRCULATOR**
- TUNNEL**

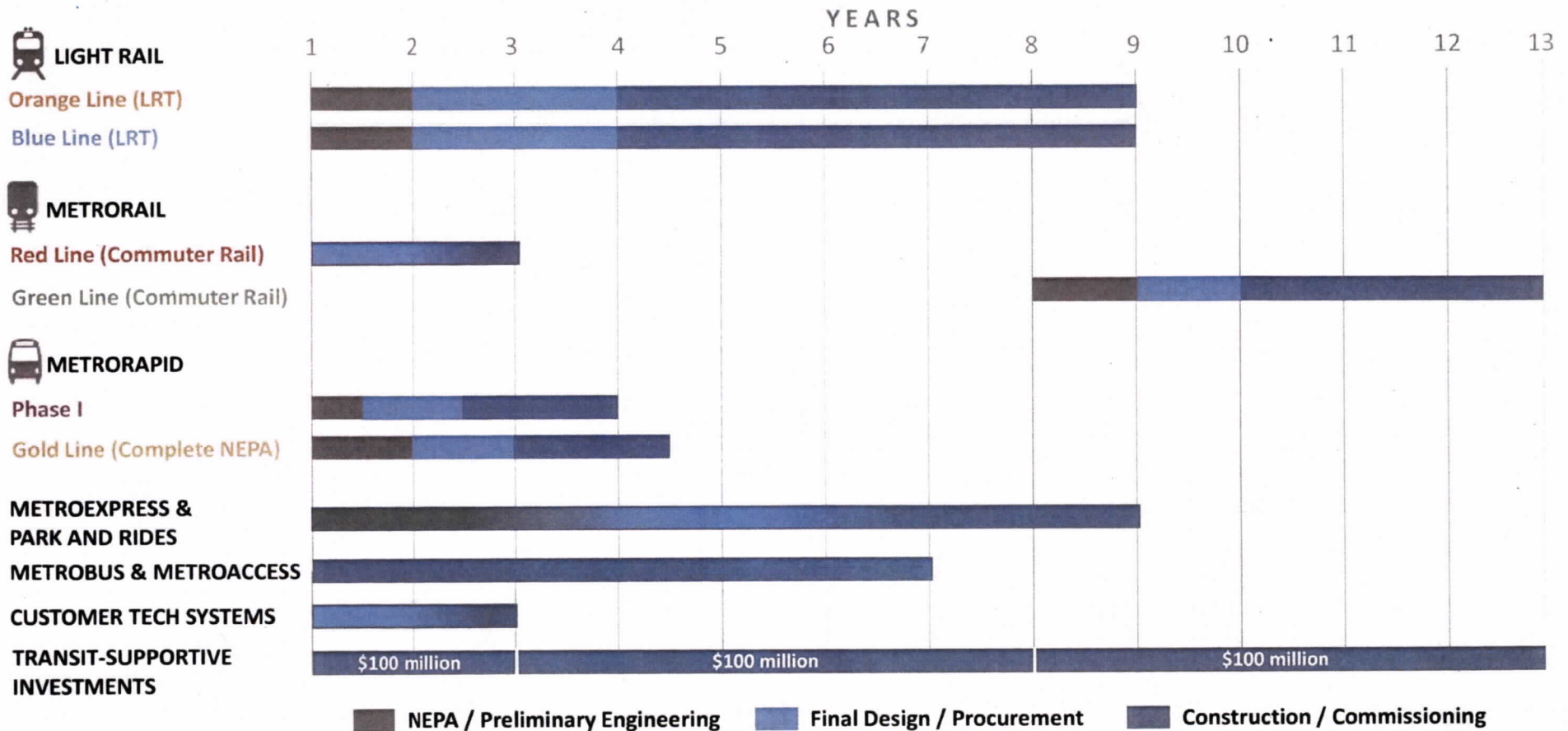


7/30/2020

Map illustrates system plan adopted by Capital Metro Board and given resolution of approval by Austin City Council.

Initial Investment Sequence Plan

Years based on federal NEPA and funding approvals



METRO

projectconnect



**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 FUTHER 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 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
- enter into interlocal agreements and/or grant agreements with the City of Austin to timely develop and implement these anti-displacement strategies.

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.

E-SIGNED by Eric Stratton
on 2021-01-30 00:41:53 GMT

Secretary of the Board
Eric Stratton

January 30, 2021
Date: _____

**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 | <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • At least 10 years of experience in urban planning, community planning, equitable Transit Oriented Development (eTOD), sustainability, or environmental planning; and |

| | |
|--|--|
| | <ul style="list-style-type: none"> • Experience with community engagement with preferably three (3) to five (5) years of specific experience. |
|--|--|

- 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 22, 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).

**CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY**

By: 
Signature

Name: RANDI CLARKE
Printed Name

Title: CEO

Date: 10/7/2020

Approved as to Form:


CMTA Legal Department

CITY OF AUSTIN

By: 
Signature

Name: Spencer Cronk
Printed Name

Title: City Manager

Date: 9/18/2020

Approved as to Form:

Ashley Glotzer/s/
Assistant City Attorney

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 | <ul style="list-style-type: none">• 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 | <ul style="list-style-type: none">• 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 | <ul style="list-style-type: none">• 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:

| NAME | STREET ADDRESS |
|------|----------------|
| | |
| | |
| | |
| | |
| | |
| | |

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:

| POSITION | NAME | STREET ADDRESS | TERM EXPIRES |
|----------|------|----------------|--------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

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

[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

Exhibit B

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.

RESOLUTION NO. 20201218-002

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

WHEREAS, Chapter 394 requires, as a condition to the creation of a joint local government corporation, that three residents of each sponsoring local government who are citizens of the state and at least 18 years of age submit a written application for the incorporation of the joint local government corporation with the Articles of Incorporation; and

WHEREAS, the City Council of the City of Austin, Texas (the “City Council”) and the Board Members of the Capital Metropolitan Transportation Authority (the “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 have recognized the benefits of a high capacity transit system and determined that implementation of the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines will create an integrated transit system that eases traffic, creates jobs, improves the environment, acquires land for transit-oriented development, and better connects people in our community; and

WHEREAS, the voters of the City of Austin also recognized the benefits of a high capacity transit system by approving a ballot measure at the November 3, 2020 special election to provide dedicated funding to an independent board to oversee the implementation of the Project Connect System Plan, including investment in transit-supportive anti-displacement strategies; and

WHEREAS, as reflected in an approved interlocal agreement by both parties, the City of Austin (“City”) and the Capital Metropolitan Transportation Authority (“Capital Metro”) desire to jointly create a local government corporation to be named the Austin Transit Partnership Local Government Corporation (“ATP”) to aid the City and Capital Metro and act on their behalf to accomplish the governmental purpose of implementing the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines; and

WHEREAS, the City has received an application that meets the requirements of the Act and Chapter 394, requesting the creation of ATP, and desires to grant the application, approve the proposed Articles of Incorporation of ATP, approve its Bylaws, confirm the appointment of the joint corporation’s initial members of the Board of Directors (“ATP Board”), and take such other actions as the City deems appropriate; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

- I. 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.
- II. The City Council determines it to be wise, expedient, necessary, and

advisable that a local government corporation, to be named the Austin Transit Partnership Local Government Corporation, be created to aid and act on behalf of the City and Capital Metro to accomplish a governmental purpose by implementing the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines (to be included in the Austin Strategic Mobility Plan, the transportation element of the Imagine Austin Comprehensive Plan, as directed in Resolution No. 20200610-002).

- III. The City Council authorizes the creation and incorporation of the Austin Transit Partnership Local Government Corporation under the Act and Chapter 394.
- IV. The City Council approves the Articles of Incorporation attached as **Exhibit A** and authorizes the incorporators of ATP to file the Articles of Incorporation with the Secretary of State of the State of Texas in the manner provided by law.
- V. The City Council confirms the appointment of the persons listed in the Articles of Incorporation to serve as the initial members of the ATP Board to begin completing the duties of ATP as agreed to in the interlocal agreement approved by both parties.
- VI. The City Council approves the Bylaws of ATP on that are attached as **Exhibit B**.
- VII. The City Council directs and declares that the Articles of Incorporation and the Bylaws of the ATP may be amended from time to time by the ATP Board as long as both the City Council and Capital Metro Board

approve of such amendments, and they are in accordance with the Act, Chapter 394 and other applicable law.

VIII. The City Council directs that ATP comply with the Open Meetings Act, Chapter 551, Texas Government Code, and the Public Information Act, Chapter 552, Texas Government Code as required by the Act.

IX. The City Council authorizes and directs the City Manager and all other City officials and employees to perform all such acts as may be necessary or desirable in order to carry out the terms and provisions of this Resolution.

ADOPTED: December 18, 2020

ATTEST:

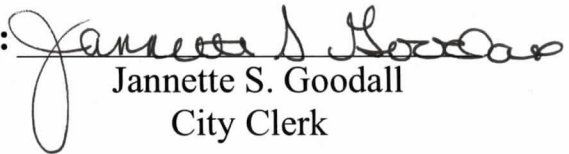

Jannette S. Goodall
City Clerk

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 | <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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 above. 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:

| NAME | STREET ADDRESS |
|----------------|---|
| Annick Beaudet | 301 W. 2nd Street Austin, Texas 78701 |
| Eric Bustos | 2910 E. 5th Street Austin, Texas 78702 |

| | |
|------------------|---|
| Cheyenne Krause | 301 W. 2nd Street Austin, Texas 78701 |
| Anna Martin | 301 W. 2nd Street Austin, Texas 78701 |
| Jackie Nirenberg | 2910 E. 5th Street Austin, Texas 78702 |
| Sam Sargent | 2910 E. 5th Street Austin, Texas 78702 |

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:

| POSITION | NAME | STREET ADDRESS |
|--|----------------------------|--|
| 1. City Council Member | Steve Adler | 301 W. 2nd Street Austin, Texas 78701 |
| 2. Capital Metro Board Member | Eric Stratton | 2910 E. 5th Street Austin, Texas 78702 |
| 3. Community Expert (Finance) | Antony ("Tony") Elkins | 1507 Richcreek Road Austin, Texas 78757 |
| 4. Community Expert (Engineering & Construction) | Veronica Castro de Barrera | 4229 Mattie Street Austin, Texas 78723 |
| 5. Community Expert (Community Planning or Sustainability) | Collette Pierce Burnette | 801 W. 5th Street #1903 Austin, Texas 78703 |

ARTICLE X. ADOPTION OF APPROVING RESOLUTION

Resolutions approving the form of these Articles of Incorporation have been adopted by the City Council on December 18, 2020, and by the Capital Metro Board on December 18, 2020.

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 18th day of December 2020.

Annick Beaudet
City of Austin
301 West 2nd Street
Austin, Texas 78701

Eric Bustos
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

Cheyenne Krause
City of Austin
301 West 2nd Street
Austin, Texas 78701

Jackie Nirenberg
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

Anna Martin
City of Austin
301 West 2nd Street
Austin, Texas 78701

Sam Sargent
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

This instrument was acknowledged before me on this 18th day of December 2020, 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 18th day of December 2020.

Notary Public, State of Texas

Exhibit B

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.

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AUSTIN AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
FOR CREATION OF A LOCAL GOVERNMENT CORPORATION**

This amendment to the interlocal cooperation agreement (the "Agreement") between the City of Austin and Capital Metropolitan Transportation Authority is entered into by the following parties: the City of Austin, a Texas municipal corporation ("City") and Capital Metropolitan Transportation Authority, a corporate and political subdivision of Texas ("Capital Metro").

RECITALS

In August 2020, the parties entered into the Agreement, wherein the parties agreed, upon passage of a tax rate ballot measure, to create a Joint Local Government Corporation to implement a high-capacity transit system, known as the Project Connect System Plan, which will ease traffic, create jobs, improve the environment, and better connect people in our community.

In December 2020, the parties each received applications meeting the requirements of Chapter 431 of the Transportation Code and Chapter 394 of the Local Government, and each party determined it to be wise, expedient, necessary and advisable that a Joint Local Government Corporation, named the Austin Transit Partnership, to be created, and authorized the creation and incorporation of the Austin Transit Partnership.

The purpose of this amendment is to provide for the membership, nominating process, and roles and responsibilities of a Community Advisory Committee to assist in the implementation of the Project Connect System Plan.

AMENDMENT

The parties wish to revise Section 4.7 of the Agreement to read as follows:

- 4.7 Community Advisory Committee ("Committee").** The Joint LGC shall have a Community Advisory Committee to assist the Board, City Council, and Capital Metro Board in engaging the community and advising on anti-displacement and equity matters related to Project Connect as well as to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement and triggers thereof. The recommendations made by the Committee related to displacement mitigation measures or social equity issues that impact historically underserved populations must be considered at a public meeting of the Board, City Council, or the Capital Metro Board, as appropriate in accordance with the recommendations made. As provided in the City Contract with the Voters (Res. No. 20200812-015), the City shall "create with the community, neighborhood-level prevention and mitigation strategies" and shall make "recommendations for funding proposals and implementation of identified strategies." Further, the Joint LGC shall provide funding and "enter into interlocal agreements and/or grant agreements with the City to timely develop and implement anti-displacement strategies."

The City and Capital Metro shall jointly appoint the initial members of Community Advisory Committee by February 28, 2021.

The Advisory Committee shall consist of eleven (11) members:

- The Capital Metro **Access Advisory Committee** and **Customer Satisfaction Advisory Committee** shall each appoint one (1) member to the committee.

- The City of Austin **Urban Transportation Commission, Community Development Commission**, and the **Mayor's Committee for People with Disabilities** shall each appoint one (1) member to the committee.
- Six (6) members from the community shall be selected through a nomination process and jointly appointed by the City and Capital Metro.

The Community Member applicants:

- shall be residents of either the City of Austin or Capital Metro's service area; and
- shall have interests and experience that will assist the Committee in developing recommendations on community engagement and equity matters related to Project Connect; and
- shall not be a person who is registered or required to register as a lobbyist under City Code Chapter 4-8 or who is employed by a person registered or required to register under City Code Chapter 4-8; and
- shall not be an employee of the City, Capital Metro, or the Joint LGC.
- shall not have a contract for real property, goods or services with the City, Capital Metro, or the Joint LGC, or be employed by such a contractor.

The City and Capital Metro shall initiate a widely publicized nomination process for the Community Members in a manner that is accessible and easy to navigate, and that promotes a large, diverse, and qualified applicant pool, reducing barriers to the application process and committee membership, including but not limited to language access, digital access, or providing information to interested community members. This nomination process shall be articulated on a public facing web page and shall allow for community engagement. To the fullest extent possible, the City shall work with community organizations/groups to ensure that historically marginalized communities most impacted by mass-transit are able to engage with the Community Advisory Committee selection process.

A qualified member of the community shall submit an application to the Nominating Committee. The Nominating Committee will consist of the Chairs, or a Committee Member designee of the Chair, of the City Council Housing and Planning Committee, City Council Mobility Committee, City Council Audit and Finance Committee, Capital Metro Finance, Audit and Administration Committee, and Capital Metro Operations, Planning and Safety Committee. After review of the submitted applications, the Nominating Committee shall recommend a slate of six applicants based on their qualifications. The City Council and the Capital Metro Board of Directors shall, upon their joint approval of the slate, jointly appoint the Community Advisory Committee Members as nominated by the Nominating Committee.

The slate of candidates selected by the Nominating Committee shall provide for geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints. Members shall be selected based on their experience as users of/directly impacted by public transportation and connection to community/neighborhood/labor organizations. The Advisory Committee should be representative of Austin's diverse community with nominations for membership inclusive of women, families with small children, Black people, indigenous people, people of color, people from immigrant and/or undocumented populations, members of the LGBTQI community, students, and workers' rights advocates, among others. A variety of interests and experience should also be considered, including community organizing, household affordability, environment and conservation, green planning and design, housing and transportation, urban planning and architecture, health and human services, accessibility, small, local and minority owned business, mobility justice, and/or other relevant topics as they relate to transit.

Members of the Committee shall serve for a term of two years.

In the event of a vacancy or vacancies in the Committee, the remaining members may nominate an individual or individuals to be considered by the Nominating Committee as part of the Nominating Committee's process to fill the vacancy. The vacancy will be filled in the same manner and with similar requirements as the initial committee members, with approval required by the City Council and Capital

Metro. The term of a member appointed to fill an unexpired term shall expire on the expiration date of the term of the member who he or she was appointed to replace.

The Committee shall adopt bylaws, to be approved by the Board, which must include ethics standards for members. The bylaws must also include a process for members of the Committee have access to or be given reimbursement for transportation, meals, and shall pursue options for providing childcare as necessary to participate in Committee activities.

The Committee is subject to the Open Meetings Act, codified in Chapter 551 of the Government Code.

The Joint Powers Agreement to be established for the Austin Transit Partnership and approved by the City of Austin and Capital Metro Board of Directors will further delineate membership roles and responsibilities of the Committee. The Board, the City of Austin, Capital Metro Board of Directors, and the Community Advisory Committee shall, to the fullest extent possible, engage the community to further delineate the roles and responsibilities of the Committee.

EFFECTIVE DATE

When it is approved by both the City Council and Capital Metro Board, this amendment is effective upon passage.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

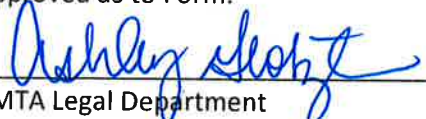
By: 
Signature

Name: Randy Clarke
Printed Name

Title: President & CEO

Date: 5/14/21

Approved as to Form:


CMTA Legal Department

CITY OF AUSTIN


By: 
Signature

Name: SPENCER CRUM
Printed Name

Title: CITY MANAGER

Date: 4/30/2021

Approved as to Form:


COA Law Department KENT SMITH

**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 | <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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 above. 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:

| NAME | STREET ADDRESS |
|----------------|---|
| Annick Beaudet | 301 W. 2nd Street Austin, Texas 78701 |
| Eric Bustos | 2910 E. 5th Street Austin, Texas 78702 |

| | |
|------------------|---|
| Cheyenne Krause | 301 W. 2nd Street Austin, Texas 78701 |
| Anna Martin | 301 W. 2nd Street Austin, Texas 78701 |
| Jackie Nirenberg | 2910 E. 5th Street Austin, Texas 78702 |
| Sam Sargent | 2910 E. 5th Street Austin, Texas 78702 |

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:

| POSITION | NAME | STREET ADDRESS |
|--|----------------------------|--|
| 1. City Council Member | Steve Adler | 301 W. 2nd Street Austin, Texas 78701 |
| 2. Capital Metro Board Member | Eric Stratton | 2910 E. 5th Street Austin, Texas 78702 |
| 3. Community Expert (Finance) | Antony ("Tony") Elkins | 1507 Richcreek Road Austin, Texas 78757 |
| 4. Community Expert (Engineering & Construction) | Veronica Castro de Barrera | 4229 Mattie Street Austin, Texas 78723 |
| 5. Community Expert (Community Planning or Sustainability) | Collette Pierce Burnette | 801 W. 5th Street #1903 Austin, Texas 78703 |

ARTICLE X. ADOPTION OF APPROVING RESOLUTION

Resolutions approving the form of these Articles of Incorporation have been adopted by the City Council on December 18, 2020, and by the Capital Metro Board on December 18, 2020.

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.

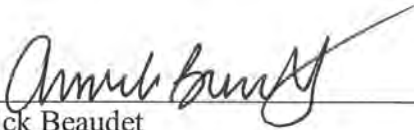
ARTICLE XVIII. EFFECTIVE DATE; AUTHORIZATION TO FILE

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.

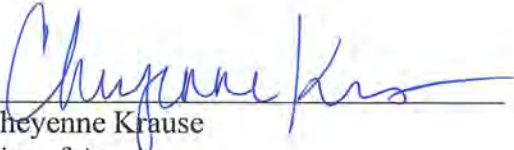
IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of December 2020.



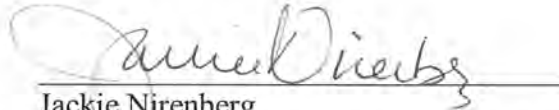
Annick Beaudet
City of Austin
301 West 2nd Street
Austin, Texas 78701



Eric Bustos
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702



Cheyenne Krause
City of Austin
301 West 2nd Street
Austin, Texas 78701



Jackie Nirenberg
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702



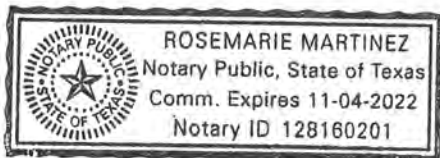
Anna Martin
City of Austin
301 West 2nd Street
Austin, Texas 78701



Sam Sargent
Capital Metropolitan Transportation Authority
2910 East 5th Street
Austin, Texas 78702

This instrument was acknowledged before me on this 18th day of December 2020, 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 18th day of December 2020.



Notary Public, State of Texas

Exhibit B

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.

**INTERLOCAL AGREEMENT BETWEEN CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY AND AUSTIN TRANSIT PARTNERSHIP
FOR SUPPORT SERVICES AND PROJECT IMPLEMENTATION**

This Interlocal Agreement, ATP-Capital Metro Partnership Agreement No. 1, (this **Agreement**), dated as of February 3, 2021, is entered into by and between Capital Metropolitan Authority, a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**Capital Metro**”), and the Austin Transit Partnership, a joint local government corporation under Chapter 431 of the Texas Transportation Code (“**ATP**”), each a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, pursuant to the Interlocal Cooperation Agreement, dated August 7, 2020 (the “**ILA**”) between the City of Austin, Texas (the “**City**”) and Capital Metro, the City and Capital Metro have created ATP as a joint local government corporation with the authority to finance, design, build and implement a high-capacity transit system and transit-oriented development known as the Project Connect System (“**Project Connect**”); and

WHEREAS, ILA requires Capital Metro to provide support functions in connection with the operation, implementation and maintenance of the assets funded by ATP and further to perform certain projects described on Exhibit A hereto (which Exhibit A may be periodically updated, supplemented or amended upon the agreement of the Parties); and

WHEREAS, in connection with the ILA the Capital Metro Board of Directors adopted a resolution on August 7, 2020, committing future funding for implementation of Project Connect in accordance with the Project Connect System Plan program (the “**Program**”), including but not limited to funding for corporate functions and projects in the Program (AI-2020-1297); and

WHEREAS, in order to meet the schedule laid out in the Program, Capital Metro and ATP desire to move forward at this time to identify certain roles and responsibilities for the Parties (i) with respect to the support functions and (ii) on these certain projects described on Exhibit A to this Agreement in furtherance of the Program; and

WHEREAS, Capital Metro has developed, implemented and administered projects of a similar nature and has the staff expertise and organizational experience to execute these projects in furtherance of the Program as ATP focuses on other aspects of Project Connect and the Program; and

WHEREAS, the City and the Parties intend that Capital Metro will operate and maintain the transit infrastructure funded by ATP and, in this connection, provide certain support functions and other services to ATP as set out in this Agreement and to execute the projects described on Exhibit A hereto, which Agreement the Parties are authorized to enter into 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; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SERVICES

1. Services.

(a) General. Capital Metro shall provide ATP with the corporate functions and project-related services as described on Exhibit A to this Agreement (collectively, the “**Services**”). The Parties acknowledge and agree that Exhibit A to this Agreement may be periodically updated, supplemented, or amended (annually or otherwise) pursuant to Section 8 or Section 1(b) or in accordance with the terms and conditions of such Exhibit A.

(b) Annual Budget Process.

(i) Initial Term. As of the date of this Agreement and as shown on Exhibit A to this Agreement, the Capital Metro Chief Financial Officer and the incoming ATP Chief Financial Officer have negotiated in good faith projects and associated costs as part of the budget applicable through September 30, 2021 of the “Initial Term” (as defined in Section 5) and deemed to be a part of this Agreement, which budget may be periodically updated, supplemented or amended during such budget by the Capital Metro and ATP Chief Financial Officers (subject, if required by Section 8, to approval by the respective Boards of Directors of Capital Metro and ATP). Thereafter, for each of the respective budget years ending September 30, 2022 and September 30, 2023, the Capital Metro and ATP Chief Financial Officers shall during the respective annual budget process meet, negotiate in good faith and approve an annual budget consistent with Exhibit A to this Agreement, including the projects and associated costs; procedures for ensuring completion of projects within the scope of the budget; and procedures for validating and approving invoices for services performed as part of the budget. Such budgets may be periodically updated, supplemented or amended during such budget year by the Capital Metro and ATP Chief Financial Officers (subject, if required by Section 8, to approval by the respective Boards of Directors of Capital Metro and ATP).

(ii) Option Term. If there is an “Option Term” (as defined in Section 5), the Capital Metro and ATP Chief Financial Officers shall during the annual budget process meet, negotiate in good faith and approve a budget (which budget must also be approved by the respective Boards of Directors of Capital Metro and ATP) including the projects and associated costs; procedures for ensuring the completion of projects within the scope of the budget; and processes for validating and approving invoices for services performed as part of the budget for such Option Term. Such budget for the Option Term may (subject to Section 8) be periodically updated, supplemented or amended during such budget by the Capital Metro and ATP Chief Financial Officers (subject, if required by Section 8, to approval by the respective Boards of Directors of Capital Metro and ATP).

(iii) Clarification. For the purpose of clarification, the Parties acknowledge and agree (A) Exhibit A hereto may at any particular time include estimates for multiple projects and, furthermore, one or more of such estimates may cover more than one budget

year and such estimates may take the form of a “not-to-exceed” estimate; and (B) the expenditures may, upon the approval of the Capital Metro and ATP Chief Financial Officers, be re-allocated among the various projects so long as the expenditures for the year or for over the years, as applicable, do not exceed the “not-to-exceed” estimate(s) for the pertinent projects.

(c) Third-Party Providers. Capital Metro shall have the right in its sole discretion to cause one or more of its affiliates to perform all or any portion of its respective Services. In addition, Capital Metro shall have the right in its sole discretion to hire third-party providers or subcontractors (each a “**Third-Party Provider**” and collectively the “**Third Party Providers**”) to provide all or part of any Service hereunder subject to the then-current budget.

2. Standard of Service.

(a) Capital Metro represents, warrants and covenants that the Services shall be provided in good faith, in accordance with applicable laws and in a professional and work person-like manner. Capital Metro shall not be responsible for any inability to provide a Service or any delay in doing so to the extent that such inability or delay is the result of the failure of ATP to provide, or any delay in providing, the information necessary for Capital Metro to provide such Service.

(b) EXCEPT FOR THE WARRANTIES AND UNDERTAKINGS EXPLICITLY SET FORTH HEREIN, IN EXHIBIT A HERETO (I) THERE ARE NO WARRANTIES BY CAPITAL METRO WITH RESPECT TO THE SERVICES AND (II) ALL WARRANTIES, STIPULATIONS AND UNDERTAKINGS AND ALL TERMS AND CONDITIONS (INCLUDING ANY IMPLIED BY STATUTE OR OTHERWISE) WITH RESPECT TO THE SERVICES (WHETHER AS TO MERCHANTABILITY, QUALITY, DESCRIPTION, SATISFACTORY QUALITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE WHERE MADE KNOWN OR NOT, CARE, SKILL OR OTHERWISE) ARE HEREBY EXCLUDED AND WAIVED.

3. Funding; Fees; Payment.

(a) Funding. As evidenced in Exhibit A to this Agreement, the Capital Metro Chief Financial Officer and the incoming ATP Chief Financial Officer have, based upon the Project Connect Integrated Financial Model developed as the basis for the funding of the Initial Investment of the Locally Preferred Alternative, agreed upon the funding that Capital Metro shall provide to ATP as part of the budget for the Initial Term to support the overall funding and financing of Project Connect and the Program. Such Capital Metro funding contemplated by such Exhibit A may, upon compliance with Section 8, be periodically updated, supplemented or amended during the Initial Term by the Capital Metro and ATP Chief Financial Officers. If there is an Option Term, the funding that Capital Metro shall provide to ATP to support the overall funding and financing of Project Connect and the Program shall be as set out in the budget for such Option Term.

(b) Fees. In consideration for the performance of the Services by Capital Metro, ATP shall pay to Capital Metro compensation (the “**Services Fees**”) as provided for in the then current budget (as such budget was approved as provided by Section 1(b)), payable pursuant to the

monthly invoices referenced in Section 3(c). The Parties acknowledge and agree that Exhibit A to this Agreement may be periodically updated, supplemented, or amended (annually or otherwise) pursuant to Section 8 or Section 1(b). The Parties further acknowledge and agree, notwithstanding anything else in this Agreement to the contrary, that ATP's obligation with respect to the Services Fees is subject to, and governed by, Article 11, Sections 5 and 7 of the Texas Constitution and must be paid only out of ATP's current revenues or any other funds lawfully available therefore (and appropriated for such purpose) in accordance with Article 11, Sections 5 and 7 of the Texas Constitution.

(c) Payment. The Capital Metro and ATP Chief Financial Officers shall determine, for each budget year, the schedule for the payment of the Service Fees by ATP to Capital Metro pursuant to Section 3(b) and for the funding by Capital Metro to ATP pursuant to Section 3(a). Capital Metro shall, in accordance with such schedule, provide the contemplated Section 3(a) funding to ATP and further shall, also in accordance with such schedule, provide ATP with a monthly invoice specifying the Services Fees for the immediately preceding month in accordance with such schedule. ATP shall remit payment for the amount reflected on such invoice in accordance with Chapter 2251 of the Texas Gov't Code (the "**Prompt Payment Act**"). ATP presently intends to continue this Agreement each budget year through the Agreement's term, to pay all payments due, and to fully and promptly perform all of its obligations under this Agreement. All Services Fees shall be paid only out of ATP's current revenues or any other funds lawfully available therefore (and appropriated for such purpose) in accordance with Article 11, Sections 5 and 7 of the Texas Constitution.

4. **Texas Public Information Act**. Notwithstanding any terms and conditions in this Agreement to the contrary, this Agreement is subject to the "Texas Public Information Act," Texas Gov't Code, Chapter 552. Capital Metro and ATP are subject to the Texas Public Information Act and must release information required to be released under the Texas Public Information Act and regulations promulgated thereunder.

5. **Term; Termination**.

(a) Term. The term of this Agreement shall commence on the date of this Agreement and shall continue until September 30, 2023 ("**Initial Term**") and thereafter may, upon the prior approval of the respective Boards of Directors of Capital Metro and ATP, be renewed for one (1) additional term of one year from October 1, 2023 year through September 30, 2024 (the "**Option Term**"), subject to and conditioned upon prior to the expiration of the Initial Term (i) the approval by the respective Boards of Directors of Capital Metro and ATP of the budget for the Option Term and (ii) ATP's appropriation of funds for the Option Term in an amount sufficient to meet ATP's obligations pursuant to such budget.

(b) Termination of Agreement. This Agreement may be terminated in its entirety only upon the written agreement of the Parties, which agreement must include provisions for fulfillment or reimbursement of actual costs of termination of existing commitments of Capital Metro.

6. **Limitation of Liability**. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE AGGREGATE LIABILITY OF CAPITAL METRO TO ATP FOR ANY CLAIMS

ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE FEES ACTUALLY PAID TO CAPITAL METRO.

7. **Headings**. The headings appearing herein are for convenience and reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

8. **Amendment**. Except as provided in the last sentence of this Section 8, this Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party and approved by the Board of Directors of each of Capital Metro and ATP. Exhibit A to this Agreement or any budget may be updated, supplemented or amended, without the approval of the Board of Directors of each of Capital Metro and ATP, upon the written approval of their respective Chief Financial Officers so long as such update, supplement or amendment is not projected to increase the overall fees from ATP to Capital Metro for the Initial Term or for the Option Term, as the case may be; updates, supplements or amendments that are projected to increase the overall fees from ATP to Capital Metro for the Initial Term or for the Option Term will require approval of the Board of Directors of each of Capital Metro and ATP.

9. **Notices**.

(a) **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 delivered in person or by email to the applicable address set forth in, or provided pursuant to, this Section 9 for the Party to whom the notice is given.

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

Reinet Marneweck (or her successor)
Chief Financial Officer
2910 E. 5th Street
Austin, Texas 78702
Email: Reinet.Marneweck@capmetro.org

With additional copy to:

Kerri Butcher (or her successor)
Chief Counsel
2910 E. 5th Street
Austin, Texas 78702
Email: Kerri.Butcher@capmetro.org

(c) **ATP Address**. The address of the ATP for all purposes under this Agreement and for all notices:

Greg Canally (or his successor)
Chief Financial Officer
700 Lavaca Street

Suite 1400
Austin, Texas 78701
Email: Greg.Canally@austintransitpartnership.org

With additional copy to:

Casey Burack (or her successor)
General Counsel and Chief Administrative Officer
700 Lavaca Street
Suite 1400
Austin, Texas 78701
Email: Casey.Burack@austintransitpartnership.org

(d) 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.

10. Relationship of the Parties.

(a) Independent Contractor. Nothing herein contained shall be deemed to create any partnership or agency relationship among the Parties, or confer upon any of the Parties hereto any express, implied or apparent authority to incur any obligation or liability on behalf of the other. No Party shall bind the other Parties to any obligation without the express written consent of the other Parties.

(b) Capital Metro' Employees. All employees of Capital Metro, including those Capital Metro employees explicitly seconded to ATP, shall be deemed for purposes of all compensation and employee benefits to be employees of Capital Metro and not employees of ATP or its Affiliates. In performing the Services, such employees shall be under the direction, control and supervision of Capital Metro and not ATP. Capital Metro shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of employees, including those explicitly seconded to ATP.

11. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Person or entity other than the Parties signatory hereto any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. Governing 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.

14. Entire Agreement. This Agreement and Exhibit A hereto shall constitute the entire understanding and agreement among the Parties to it in relation to the subject matter of this Agreement and shall together supersede all previous agreements among the Parties in relation to the same subject matter.

15. 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.

16. Capital Metro Disadvantaged Business Enterprise Program/Policy Statement. Capital Metro advises that it has established a Disadvantaged Business Enterprise program (“**DBE Program**”) in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26. Capital Metro’s DBE Program is regularly reviewed by the Federal Transportation Administration, and Capital Metro advises that it will follow its DBE Program in order to ensure that expenditures, as eligible and applicable, can be reimbursed with Federal funds.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: E-SIGNED by Reinet Marneweck
on 2021-01-29 19:35:40 GMT
Reinet Marneweck
Chief Financial Officer

January 29, 2021
Date: _____

AUSTIN TRANSIT PARTNERSHIP

By: E-SIGNED by Randy Clarke
on 2021-02-03 22:33:46 GMT
Randy Clarke
Executive Director

February 03, 2021
Date: _____

EXHIBIT A

Capital Metro contributions to ATP

| Estimates in \$'Millions | FY2021 Budget | FY2022 | FY2023 | Total |
|----------------------------|---------------|---------------|---------------|----------------|
| Capital Metro Sales Tax | \$5.0 | \$10.4 | \$20.0 | \$35.4 |
| Capital Expansion Funds | \$60.0 | \$10.0 | | \$70.0 |
| Total Contributions | \$65.0 | \$20.4 | \$20.0 | \$105.4 |

Services provided by Capital Metro for ATP

| Estimates in \$'Million* | FY2021 Budget | FY2022 | FY2023 | Total |
|---|---------------|----------------|---------------|----------------|
| Corporate functions | | | | |
| Payroll costs for CMTA seconded employees | 1.1 | 1.7 | 1.8 | 4.6 |
| Professional Services & Temporary Help | 0.8 | 1.1 | 1.1 | 3.0 |
| Computer Hardware, Software & Maintenance | 0.8 | 1.1 | 1.1 | 3.0 |
| Advertising/Promotion Media | 0.4 | 0.5 | 0.6 | 1.5 |
| Lease, Rentals and Office expenses | 0.2 | 0.3 | 0.3 | 0.9 |
| Shared Services | 0.3 | 0.9 | 1.0 | 2.2 |
| Contingency | 0.4 | 0.5 | 0.5 | 1.4 |
| Total Corporate functions | \$4.0 | \$6.2 | \$6.3 | \$16.6 |
| Project related costs | | | | |
| Orange Line - 30% design & NEPA 2021-2022 | \$13.6 | \$7.7 | | \$21.3 |
| Blue Line - 30% design & NEPA 2021-2022 | 12.4 | 6.1 | | 18.5 |
| PMOR | 12.1 | 12.4 | 12.6 | 37.2 |
| MetroRapid - Expo, Pleasant Valley, South Lamar | 7.5 | 53.3 | 60.0 | 120.8 |
| Red Line Improvements | 6.7 | 18.3 | | 25.0 |
| Neighborhood Circulators | 2.6 | 2.7 | 2.8 | 8.1 |
| Customer Technology Investments | 0.2 | 2.0 | 2.0 | 4.2 |
| Contingency | 5.0 | 10.0 | 8.0 | 23.0 |
| Total Project related costs | \$60.1 | \$112.6 | \$85.5 | \$258.2 |
| Total Services | \$64.1 | \$118.8 | \$91.8 | \$274.7 |

*Conceptual rough order of magnitude estimates as part of an overall integrated financial model. Variances may occur for each project/task as projects progress through design, engineering and procurement.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND AUSTIN TRANSIT PARTNERSHIP FOR SUPPORT SERVICES NO. 1

This Interlocal Agreement, ATP-City of Austin Agreement No. 1, (this **Agreement**), dated as of February 24, 2021, is entered into by and between the City of Austin, a Texas home-rule municipality (the “**City**”), and the Austin Transit Partnership, a joint local government corporation under Chapter 431 of the Texas Transportation Code (“**ATP**”), each a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, pursuant to the Interlocal Cooperation Agreement, dated August 7, 2020 (the “**ILA**”) between the City and Capital Metropolitan Transportation Authority (“**Capital Metro**”), the City and Capital Metro have created ATP as a joint local government corporation with the authority to finance, design, build and implement a high-capacity transit system and transit-oriented development known as the Project Connect System (“**Project Connect**”); and

WHEREAS, ILA requires the City to provide support functions in connection with the operation, implementation and maintenance of the assets funded by ATP and further to perform certain projects, some of which are described on Exhibit A hereto (which Exhibit A may be periodically updated, supplemented or amended upon the agreement of the Parties); and

WHEREAS, in connection with the ILA, the City Council adopted a resolution on August 13, 2020, providing guidance on dedicating tax revenue for implementation of Project Connect in accordance with the Project Connect System Plan program (the “**Program**”), including but not limited to funding for corporate functions and projects in the Program (20200812-015); and

WHEREAS, in order to meet the schedule laid out in the Program, the City and ATP desire to move forward at this time to identify certain roles and responsibilities for the Parties with respect to the City’s early support functions described on Exhibit A to this Agreement in furtherance of the Program; and

WHEREAS, the Capital Metro and the Parties intend that the City will provide ATP with the scope of services set forth on Exhibit A hereto and anticipate that this will be the first of many interlocal agreements between the City and ATP in support of the Program. To provide such scope of services, the City will initially hire certain support staff positions in accordance with the budget requests as provided in Exhibit A. The Parties are authorized to enter into Agreements 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; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SERVICES

1. Services.

(a) General. The City shall provide ATP with the professional technical services necessary to assist with the design review and permitting for the Program as part of the National Environmental Policy Act (“NEPA”) environmental review process as described on Exhibit A to this Agreement (collectively, the “Services”). The Parties acknowledge and agree that Exhibit A to this Agreement may be periodically updated, supplemented, or amended pursuant to Section 8 or in accordance with the terms and conditions of such Exhibit A. The Parties further acknowledge that the Services exclude any activities not attributed to the NEPA process.

(b) Collocation. The City hereby agrees, to the extent permissible under applicable laws, that the support staff positions described in Exhibit A shall work in the same physical location as the ATP staff to ensure close collaboration as the Parties work together to develop the Program.

(c) Term. As of the date of this Agreement and as shown on Exhibit A to this Agreement, the City and the ATP have negotiated in good faith Services and associated costs as part of the budget applicable through September 30, 2021 of the “Term” (as defined in Section 5) and deemed to be a part of this Agreement, which budget may be periodically updated, supplemented or amended during such budget by the City and ATP Chief Financial Officers (subject, if required by Section 8, to approval by the City Council and Board of Directors of ATP).

2. Standard of Service.

(a) The City represents, warrants and covenants that the Services shall be provided in good faith, in accordance with applicable laws and in a professional and work person-like manner. The City shall not be responsible for any inability to provide a Service or any delay in doing so to the extent that such inability or delay is the result of the failure of ATP to provide, or any delay in providing, the information necessary for the City to provide such Service.

(b) EXCEPT FOR THE WARRANTIES AND UNDERTAKINGS EXPLICITLY SET FORTH HEREIN, IN EXHIBIT A HERETO (I) THERE ARE NO WARRANTIES BY THE CITY WITH RESPECT TO THE SERVICES AND (II) ALL WARRANTIES, STIPULATIONS AND UNDERTAKINGS AND ALL TERMS AND CONDITIONS (INCLUDING ANY IMPLIED BY STATUTE OR OTHERWISE) WITH RESPECT TO THE SERVICES (WHETHER AS TO MERCHANTABILITY, QUALITY, DESCRIPTION, SATISFACTORY QUALITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE WHERE MADE KNOWN OR NOT, CARE, SKILL OR OTHERWISE) ARE HEREBY EXCLUDED AND WAIVED.

3. Funding; Fees; Payment.

(a) Funding. As evidenced in Exhibit A to this Agreement, the City and the incoming ATP Chief Financial Officer have, agreed upon the funding that ATP shall provide to the City as part of the budget for the Term to support the overall funding of the Services. Such City

funding contemplated by such Exhibit A may, upon compliance with Section 8, be periodically updated, supplemented or amended during the Term by the City and ATP Chief Financial Officers.

(b) Fees. In consideration for the performance of the Services by the City, ATP shall pay to the City compensation (the “**Services Fees**”) as provided for in the then current budget, payable pursuant to the monthly invoices referenced in Section 3(c). The Parties acknowledge and agree that Exhibit A to this Agreement may be periodically updated, supplemented, or amended pursuant to Section 8. The Parties further acknowledge and agree, notwithstanding anything else in this Agreement to the contrary, that ATP’s obligation with respect to the Services Fees is subject to, and governed by, Article 11, Sections 5 and 7 of the Texas Constitution and must be paid only out of ATP’s current revenues or any other funds lawfully available therefore (and appropriated for such purpose) in accordance with Article 11, Sections 5 and 7 of the Texas Constitution.

(c) Payment. The City shall provide the ATP with a monthly invoice specifying the Services Fees for the immediately preceding month in accordance with the schedule for the payment of the Service Fees by ATP to the City pursuant to Section 3(b). ATP shall remit payment for the amount reflected on such invoice in accordance with Chapter 2251 of the Texas Gov’t Code (the “**Prompt Payment Act**”). ATP presently intends to continue this Agreement each budget year through the Agreement’s term, to pay all payments due, and to fully and promptly perform all of its obligations under this Agreement. All Services Fees shall be paid only out of ATP’s current revenues or any other funds lawfully available therefore (and appropriated for such purpose) in accordance with Article 11, Sections 5 and 7 of the Texas Constitution.

4. **Texas Public Information Act**. Notwithstanding any terms and conditions in this Agreement to the contrary, this Agreement is subject to the “Texas Public Information Act,” Texas Gov’t Code, Chapter 552. The City and ATP are subject to the Texas Public Information Act and must release information required to be released under the Texas Public Information Act and regulations promulgated thereunder.

5. **Term; Termination**.

(a) Term. The term of this Agreement shall commence on the date of this Agreement and shall continue until September 30, 2021 (“**Term**”).

(b) Termination of Agreement. This Agreement may be terminated in its entirety only upon the written agreement of the Parties, which agreement must include provisions for fulfillment or reimbursement of actual costs of termination of existing commitments of ATP.

6. **Limitation of Liability**. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE AGGREGATE LIABILITY OF THE CITY TO ATP FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF SERVICE FEES ACTUALLY PAID TO THE CITY.

7. **Headings**. The headings appearing herein are for convenience and reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

8. Amendment. Except as provided in the last sentence of this Section 8, this Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party and approved by the City and Board of Directors of ATP. Exhibit A to this Agreement or any budget may be updated, supplemented or amended, without the approval of the City and Board of Directors of ATP, upon the written approval of their respective Chief Financial Officers so long as such update, supplement or amendment is not projected to increase the overall Service Fees from ATP to the City for the Term, as the case may be.

9. Notices.

(a) 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 delivered in person or by email to the applicable address set forth in, or provided pursuant to, this Section 9 for the Party to whom the notice is given.

(b) The City Address. The address of the City for all purposes under this Agreement and for all notices:

Diana Thomas (or her successor)
Controller
124 West Eight Street, Suite 140
Austin, Texas 78701
Email: Diana.Thomas@austintexas.gov

With additional copy to:

Anne Morgan (or her successor)
City Attorney
Austin City Hall
301 W. 2nd Street, 4th Floor
Austin, TX 78701
Email: Anne.Morgan@austintexas.gov

(c) ATP Address. The address of the ATP for all purposes under this Agreement and for all notices:

Greg Canally (or his successor)
Chief Financial Officer
700 Lavaca
Suite 1400
Austin, Texas 78701
Email: Greg.Canally@austintransitpartnership.org

With additional copy to:

Casey Burack (or her successor)
General Counsel and Chief Administrative Officer
700 Lavaca Street
Suite 1400
Austin, Texas 78701
Email: Casey.Burack@austintransitpartnership.org

(d) 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.

10. Relationship of the Parties.

(a) Independent Contractor. Nothing herein contained shall be deemed to create any partnership or agency relationship among the Parties, or confer upon any of the Parties hereto any express, implied or apparent authority to incur any obligation or liability on behalf of the other. No Party shall bind the other Parties to any obligation without the express written consent of the other Parties.

(b) City Employees. All employees of the City, including those City employees explicitly seconded to ATP, shall be deemed for purposes of all compensation and employee benefits to be employees of the City and not employees of ATP or its Affiliates. In performing the Services, such employees shall be under the direction, control and supervision of the City and not ATP. The City shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of employees, including those explicitly seconded to ATP.

11. No Third-Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Person or entity other than the Parties signatory hereto any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. Governing 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.

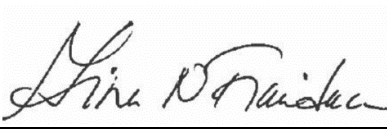
14. Entire Agreement. This Agreement and Exhibit A hereto shall constitute the entire understanding and agreement among the Parties to it in relation to the subject matter of this Agreement and shall together supersede all previous agreements among the Parties in relation to the same subject matter.

15. 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.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

CITY OF AUSTIN

By: 
Gina Fiandaca
Assistant City Manager (Mobility Outcome)

Date: June 11, 2021

Approved as to Form:


Katherine Kuzmickas
Assistant City Attorney

Digitally signed by Katherine Kuzmickas
DN: cn=Katherine Kuzmickas, o=City of Austin,
ou=Assistant City Attorney,
email=Katherine.Kuzmickas@austintexas.gov, c=US
Date: 2021.06.10 14:37:06 -05'00'

AUSTIN TRANSIT PARTNERSHIP

E-SIGNED by Greg Canally
By: on 2021-05-07 17:03:04 GMT
Greg Canally
Chief Financial Officer

May 07, 2021
Date: _____

Approved as to Form:



E-SIGNED by Casey Burack
on 2021-05-07 16:28:58 GMT
ATP General Counsel

EXHIBIT A
SCOPE OF SERVICES AND BUDGET

The work of the City of Austin’s Project Connect support services team will include coordination and expediting (as necessary) of relevant approvals of technical processes such as permitting, utility coordination, design, equity, real estate, and environmental in lieu of standard City permitting procedures. The City agrees to minimize fees and expedite processes through the support services team structure to the extent possible. This will be accomplished by the retention of certain FTEs whose functions are described below, in an amount not to exceed \$400,000 in FY2021:

PROJECT CONNECT OFFICE FY2021

| | Function |
|------------|---|
| Position 1 | Assist Mobility Officer with management activities & supervise activities of technical employees over NEPA, Utility Coordination & Approvals, Permitting Coordination & Approvals. Orientation to secondary tasks. |
| Position 2 | Utility Coordination and Approvals across multiple utilities (energy, water, drainage, including private utilities): research & investigate needs for utility relocation & modification & develops appropriate documentation & processes as required to meet Project Connect needs & timelines. Key position in development of the Project Connect Criteria Manual. |
| Position 3 | Permit Coordination and Approvals: facilitating and/or approving Temporary Use of Right of Way Permits & proactively planning for CIP related permits, in coordination with Development Services Department. Identification of improvements to CIP permitting process needed required to meet Project Connect timelines. |
| Position 4 | Coordinate Federal Granting requirements, including NEPA, for COA as a Participating Agency. |

Community Comments on JPA and Staff Response Log

10.22.2021

| # | Comment Source | Section Reference | Comment | Staff Response | Notes |
|---|--|------------------------------------|---|---|---|
| 1 | Community Advisory Committee, ATX Mobility Coalition | 2.7 Supplemental Agreements | "...These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues in property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. <u>Before final adoption by the governing bodies of the parties, all proposed language in supplemental agreements must be submitted for review by the CAC and made public for review by the community at large, providing a time frame of no less than eight weeks for review and feedback. As, necessary, the community engagement must be conducted with a clear process in accordance with the Community Engagement and Inclusion Commitments outlined in section 3.2.</u> The existing supplemental agreements between the Parties are listed in <u>Attachment B</u> , and Executive Leadership shall ensure that staff maintains a list and records of such agreements and actions that relate to Project Connect." | Staff supports elements of this change. | Staff does not agree with the eight weeks notice commitment, as it may be beyond the typical public review timeframe for certain actions taken by City Council, the Capital Metro Board or ATP Board. Additionally, review by CAC for all agreements may be beyond the scope of the CAC, per the interlocal agreement creating the CAC. Modified language proposed by staff is reflected in JPA v2 Redline, section 2.7 (page 6-7). |
| 2 | Community Advisory Committee, ATX Mobility Coalition | 3.1 Joint Commitments | "...The Parties further acknowledge that Project Connect is funded by public tax revenues, and the Parties are responsible for being good stewards of public funds. <u>The Parties further acknowledge the need to assess and proactively address displacement impacts and equity concerns as stated in the Community Commitment Resolution and Contract with Voters Resolutions.</u> Therefore, the Parties commit to being innovative and holistic in the development of processes, procedures, reviews and regulations tailored to Project Connect to achieve effective decision-making and cost effectiveness..." | Staff supports this change. | Change reflected in JPA v2 Redline, section 3.1 (page 7). |
| 3 | Community Advisory Committee, ATX Mobility Coalition | 3.1 Joint Commitments | Add: "...• <u>The Parties commit to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, rollout, operations, station location, and project timelines.</u> " | Staff supports elements of this change. | Station locations and protect timelines were approved by City Council and the Capital Metro Board with the Project Connect Investment Map and Implementation Sequence Plan, and subsequently presented to voters as part of 2020 Proposition A. Modified language proposed by staff is reflected in JPA v2 Redline, section 3.1 (page 7). |
| 4 | Community Advisory Committee, ATX Mobility Coalition | 3.1 Joint Commitments | Add: "...• <u>The Parties commit to prioritizing staff resources to support the development and implementation of a publicly available equity analysis tool that analyzes the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts. Such a tool must be co-created with the Project Connect Community Advisory Committee and must include comprehensive opportunities for collecting and responding to feedback from transit users, community members, and key stakeholder groups.</u> " | Staff supports elements of this change. | ATP's Director of DBE and CapMetro's Director of Diversity, Equity and Inclusion are planning the creation of transit equity goals and metrics. Modified language proposed by staff is reflected in JPA v2 Redline, section 3.1. (page 8). |
| 5 | Community Advisory Committee, ATX Mobility Coalition | 3.2.1 Community Engagement Process | "... include their voices <u>feedback and guidance</u> in project planning, development, and implementation, <u>and operations</u> ; and understand the different needs of each community to improve and increase access to essential services with a direct focus on under-resourced communities. <u>This should include upfront clarification, followed by a report back to the Community Advisory Committee and to the community in an easily accessible and public manner, on how community feedback and guidance is collected, analyzed, and incorporated in project planning, development, implementation, and operation.</u> " | Staff supports this change. | Staff supports the intent of language, and added reference to the community engagement reporting commitments later in the section. Change reflected in JPA v2 Redline, section 3.2.1 (page 8). |

Community Comments on JPA and Staff Response Log

10.22.2021

| # | Comment Source | Section Reference | Comment | Staff Response | Notes |
|----|--|---|---|---|--|
| 6 | Community Advisory Committee, ATX Mobility Coalition | 3.2.3 Community Engagement Guiding Principles | "The Project Connect Community Advisory Committee shall be <u>comprehensively, and consistently consulted and involved in the process, including being regularly informed in advance of all major decisions in a timely manner that allows for informed decision-making regularly informed</u> so that they can effectively assist..." | Staff supports elements of this change | Staff supports the intent of the language. Modified language proposed by staff is reflected in JPA v2 Redline, Section 3.2.3 (page 9). |
| 7 | Community Advisory Committee, ATX Mobility Coalition | 3.2.3 Community Engagement Guiding Principles | "Prior to any public meeting, outreach, or engagement opportunity, the responsible party shall provide <u>sufficient advance notice for meaningful participation</u> to individuals, businesses, or organizations that will be impacted by the project." | Staff supports elements of this change | "Sufficient" is subjective, and notice is dependent on the type of engagement occurring. Notice goals should be defined by project-specific public involvement plans. Modified language proposed by staff is reflected in JPA v2 Redline, Section 3.2.3 (page. 10). |
| 8 | Community Advisory Committee, ATX Mobility Coalition | 3.2.4 Community Engagement Reporting | "...including public meeting solicitations and public comments, and shall report that information annually or more frequently via a <u>comprehensive</u> the Community Engagement Dashboard or another tool . The information may include..." | Staff supports this change. | Change reflected in JPA v2 Redline, section 3.2.4 (page 10). |
| 9 | Community Advisory Committee, ATX Mobility Coalition | 3.2.5 Public Involvement Plans | "The online Community Engagement Dashboard shall <u>may</u> be used to help further this direction... The public participation plans shall <u>should</u> also leverage resources already mobilized specifically for Project Connect..." | Staff supports this change. | Change reflected in JPA v2 Redline, section 3.2.4 (page 10-11). |
| 10 | Community Advisory Committee, ATX Mobility Coalition | 3.2.5 Public Involvement Plans | <u>"The public involvement plans shall be reviewed by the Project Connect Community Advisory Committee and the ATP Board Technical Advisory Committees."</u> | Staff supports this change. | Change reflected in JPA v2 Redline, section 3.2.5 (page 11). |
| 11 | Community Advisory Committee, ATX Mobility Coalition | 3.2.7 Community Advisory Committee | "...and advising on anti-displacement and equity matters related to Project Connect <u>and corresponding programs</u> . Additionally, the CAC will assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement. The CAC will provide input <u>and recommendations</u> on program equity along with the ATP Board Technical Advisory Committees <u>and shall be notified in the same capacity and with the same amount of time prior to decisions being made as the ATP Board. Staff Liaisons will notify CAC members of upcoming TAC meetings, including providing an annual calendar of meetings and agendas, as they are prepared.</u> CAC members may attend TAC meetings." | Staff supports elements of this change. | "Corresponding programs" expands the scope of the CAC potentially beyond Project Connect. The Technical Advisory Committees are not subject to the Open Meetings Act, therefore their agendas are not always well known in advance. Modified language proposed by staff is reflected in JPA v2 Redline, section 3.2.7 (page 11). |
| 12 | Community Advisory Committee, ATX Mobility Coalition | 3.2.7 Community Advisory Committee | "The City Council, <u>ATP Board</u> , and Capital Metro Board may appoint additional members to the Committee." | Staff does not oppose. | Staff does not oppose this change but defers to policymakers as this is a change to a previous City Council and CapMetro Board action creating the CAC. If this change is supported by policymakers, changes may also be necessary to the nomination and appointment process, described in 3.2.7. The nomination and appointment process largely as written in the original action creating the CAC. |
| 13 | Community Advisory Committee, ATX Mobility Coalition | 3.2.7 Community Advisory Committee | "The slate of candidates selected by the Nominating Committee shall provide for geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints, <u>socio-economic status, and lived experience.</u> " | Staff supports this change. | Change reflected in JPA v2 Redline, section 3.2.7 (page 12). |

Community Comments on JPA and Staff Response Log

10.22.2021

| # | Comment Source | Section Reference | Comment | Staff Response | Notes |
|----|--|------------------------------------|--|---|--|
| 14 | Community Advisory Committee, ATX Mobility Coalition | 3.2.7 Community Advisory Committee | "The CAC bylaws must be approved by the ATP Board. The CAC will be supported by ATP and the City staff liaisons. <u>Staff liaisons will ensure that the committee complies with the Texas Open Meetings Act requirements, any deadlines, and other rules and statutory requirements. The ATP Executive Director and City Manager will appoint an administrative staff person to help the committee prepare agendas, post meeting notices, schedule staff briefings, keep the committee apprised of all items being considered by the ATP Board and Technical Advisory Committees, maintain minutes, and keep attendance records for committee members.</u> The City and Capital Metro shall send a courtesy copy of their CAC appointments to the ATP staff liaison." | Staff supports elements of this change. | Staff supports the intent of the language. Rather than specifying "administrative staff" shall support the CAC, staff proposes committing that staff, generally, shall support the CAC. Modified language proposed by staff is reflected in JPA v2 Redline, Section 3.2.7 (page 13). |
| 15 | Community Advisory Committee, ATX Mobility Coalition | 4.2.1.4 Advisory Committees | "The ATP Board may establish technical advisory committees and select members via a widely publicized <u>and transparent</u> application process. Each committee will have a board liaison and assigned ATP staff. ATP will work with the City and Capital Metro to provide the agenda and meeting information prior to any ATP technical advisory committee meeting to ensure their representation is included, depending on the agenda items. <u>Membership and agendas for the committees should be shared publicly.</u> Board liaisons may report..." | Staff supports elements of this change. | The Technical Advisory Committees are not subject to the Open Meetings Act, therefore their agendas are not posted publicly. |
| 16 | Community Advisory Committee, ATX Mobility Coalition | 4.2.2 Executive Director | "In accordance with the Bylaws, ATP shall appoint an Executive Director. The Executive Director of the Corporation shall be the chief executive officer of ATP and shall in general supervise and control all of the business and affairs of ATP. <u>The President and CEO of Capital Metro will serve as the initial Executive Director at the start of the project. Within one year after voter approval,</u> the ATP Board, <u>Austin City Council,</u> and Capital Metro Board shall define the terms and conditions under which the ATP Board will appoint succeeding Executive Directors and evaluate performance <u>so as to ensure the independence of the ATP.</u> " | N/A | Staff defers the decision to the governing bodies of the three parties. |
| 17 | Community Advisory Committee, ATX Mobility Coalition | 4.3 Commitments of ATP | "Developing and implementing a policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program which includes City of Austin hiring goals as allowed by federal law and regulations, <u>including but not limited to: wages no less than the City of Austin living wage,</u> completion of OSHA 10-hour training, workers' compensation, <u>hiring goals from craft training programs, independent third party on-site monitoring accredited by a local, community organizations that is independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws. In addition, procurement policy will include City of Austin hiring goals as allowed by federal law and regulations.</u> " | Staff supports elements of this change. | Modified language proposed by staff is reflected in JPA V2 Redline, Section 4.3 (page 15-16). |
| 18 | Community Advisory Committee, ATX Mobility Coalition | 5.2.1.1 City Council | "In addition to other responsibilities as provided in this Agreement, City Council approval is required for certain supplemental interlocal agreements, <u>including, but not limited to, those related to the Community Commitment Resolution and Contract with Voters Resolutions. City Council is also required and</u> for reviewing and approving code variances and waivers <u>of City Code, regulations, or processes, and changes to the Fee schedule</u> beneficial to support the unique nature of Project Connect design and construction." | Staff does not support this change. | The City resolution being considered for approval on Oct. 29 will direct staff to bring items back for City Council's consideration. The intent of the suggested language is addressed by that resolution as well as the language in JPA V2 Redline, Section 5.2.1.2 (page 18). |

Community Comments on JPA and Staff Response Log

10.22.2021

| # | Comment Source | Section Reference | Comment | Staff Response | Notes |
|----|--|---------------------------------------|---|---|---|
| 19 | Community Advisory Committee, ATX Mobility Coalition | 5.2.1.2 City Manager | "support ATP and Capital Metro in achieving...wherever possible, <u>including making all plans and documents publicly available and allowing for community engagement</u> ; and" | Staff supports elements of this change. | Modified language proposed by staff is reflected in JPA v2 Redline, Section 5.2.1.2 (page 18). |
| 20 | Community Advisory Committee, ATX Mobility Coalition | 5.2.1.2 City Manager | "review the City Code to identify any variances or waivers of City Code, regulations, or processes <u>to recommend to City Council</u> that will facilitate the unique nature of Project Connect design and construction,..." | Staff supports this change. | Modified language proposed by staff is reflected in JPA V2 Redline, Section 5.2.1.2 (page 18). |
| 21 | Community Advisory Committee, ATX Mobility Coalition | 5.2.1.3 Project Connect Office | "The payments for such services shall made in accordance with the timelines set forth in Chapter 2251 of the Texas Government Code (the "Prompt Payment Act") and shall not be unreasonably withheld. As part of the annual budget process for the Project Connect Office, the PCO staff will submit its proposed annual budget to ATP annually by April 1st, <u>including funding for any efforts necessary to achieve anti-displacement and equity related goals...</u> " | Staff does not support this change. | Per the Interlocal Agreement between the City of Austin and Austin Transit Partnership for support services, anti-displacement efforts are not part of the scope of services. |
| 22 | Community Advisory Committee, ATX Mobility Coalition | 5.2.2 City of Austin Responsibilities | "utilize the \$300,000,000 million dedicated to transit-supporting anti-displacement strategies..." | Staff supports this change. | Change reflected in JPA V2 Redline, Section 5.2.2 (page 19). |
| 23 | Community Advisory Committee, ATX Mobility Coalition | 5.2.3 Capital Metro Responsibilities | "• Ensure that existing Capital Metro transit services continue to fully serve <u>current riders and provide steady service, sharing information and timelines in relation to all service changes with sufficient advance notice.</u> " | Staff supports elements of this change. | Modified language proposed by staff is reflected in JPA v2 Redline, Section 5.2.3 (page 20). |
| 24 | Community Advisory Committee, ATX Mobility Coalition | 6.1 Automatic Termination | "This Agreement will terminate upon the earlier to occur of: 1) execution of a written termination by all Parties; 2) the dissolution of the ATP; or 3) ten years, and shall automatically renew for additional ten-year terms, unless terminated by the Parties. <u>Upon automatic termination, if there is a superseding agreement put in place, all existing parties shall produce a timeline by which a superseding agreement shall be executed which allows for community engagement.</u> " | Staff supports elements of this change. | Staff simplified the language to address if there is a superseding agreement to the JPA. Modified language proposed by staff is reflected in JPA v2 Redline, Section 6.1 (page 21). |
| 25 | Workers Defense Action Fund | 4.3 Commitments of ATP | Developing and implementing a procurement policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program which includes City of Austin hiring goals as allowed by federal law and regulations, <u>including but not limited to: wages no less than the City of Austin living wage, completion of OSHA 10-hour training, workers' compensation, hiring goals from craft training programs, independent third party on-site monitoring, accredited by a local, community organization that is independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws. In addition, procurement policy will include City of Austin hiring goals as allowed by federal law and regulations.</u> | Staff supports elements of this change. | See above response #17 regarding this section. |
| 26 | Engineering, Architecture & Construction (EAC) | n/a | The committee recommended including timelines, milestones, and deadlines for critical path items in the program, in order to hold all parties accountable for the schedule and each party's responsibilities in maintaining the schedule. Schedule is one of the program's greatest risks, so the JPA should help the partnership minimize that risk. | N/A | A specific change to the JPA was not proposed by the committee. Adjustments to the Implementation Sequence Plan would be brought before City Council and the Capital Metro Board per the ATP Articles of Incorporation. The JPA speaks to the commitments of the three parties in achieving the schedule as defined in the Sequence Plan. |

Community Comments on Joint Powers Agreement

This document displays all public comments received as of Thursday, October 28, 2021 at 12:00 p.m.

In addition to the email communication (pages 2-34), four letters/statements received from organizations are also included.

- ATX Mobility Coalition (October 19, 2021) - Letter, JPA recommendations, Community Engagement Principles - Pages 35 – 67
- ATX Mobility Coalition (October 27, 2021) - Letter and Responses - Pages 68 – 71
- Project Connect Community Advisory Committee - Letter and JPA recommendations - Pages 72 – 99
- Austin Chamber and Downtown Austin Alliance - Statement on JPA - page 100
- GAVA - Statement on Project Connect JPA - page 101

A log with comments received before October 22 and staffs responses to those comments can be found as part of the agenda packets on the CapMetro Board, ATP Board and City Council websites.

| Comment Source | Comment (redacted contact information) |
|----------------|--|
| Email | <p>Hello,</p> <p>I am writing to you today to share my feelings on Project Connect's "Joint Powers Agreement" (JPA) as a registered and active Travis County voter and citizen.</p> <p>Please consider the following:</p> <ul style="list-style-type: none"> • I support Independent Executive Leadership for all parties involved in the JPA. • I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters. • I urge you to create a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee. • I want you to support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning. • I believe that the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines. <p>Thank you for taking the time to read my email and consider these points.</p> <p>Sincerely, Kathryn (Katie) Hartel Voter in District 10</p> |
| Email | <p>I am writing to urge you to support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee. Its purpose will be to evaluate the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and help to guide station planning, eminent domain, and accessibility planning. Austinites will be better ensured that Project Connect delivers on its promise.</p> <p>Joanne Richards Austin, Texas 78750</p> |

| | |
|-------|--|
| Email | <p>Hello,</p> <p>In advance of this Friday's session I wanted to write to voice my thoughts:</p> <p>I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Please don't let us down on public transportation yet again. We need these improvements but it needs to be done right!</p> <p>Thank you, Jennifer Pennington</p> |
|-------|--|

| | |
|-------|--|
| Email | <p>Gina,</p> <p>As an active member of the Austin community, I feel it is important to stand up for changes to our systems that will address our community's past and present cultural and systemic equity issues. In light of my belief that we can become a better city than we have been:</p> <ul style="list-style-type: none"> •I support Independent Executive Leadership for all parties involved in the JPA. •I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters. •I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee. •I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning. •I believe the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines. <p>Thank you for your time, attention, and public service.</p> <p>Sincerely, Eric Hepburn</p> |
| Email | <p>Please listen to the dedicated, hard working, intelligent. creative folks at Austin Justice Coalition who care deeply for our city and all the people who live here.</p> <p>Support Independent Executive Leadership for all parties involved in the JPA.</p> <p>Support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>Urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>Support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>Keep in mind that the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Elizabeth Kubala</p> |

| | |
|-------|--|
| Email | <p>My name is Catherine Medlock and I am a resident of Austin, TX. I am writing in regards to the Joint Powers Agreement (JPA). I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluate the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you, Catherine Medlock</p> |
|-------|--|

Email

Hello city leaders. Project connect is an important opportunity for our city and is something I am following as a concerned citizen.

I'm writing to give my support for Independent Executive Leadership for all parties involved in the JPA.

I support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.

I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.

I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, to evaluate the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.

The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.

Thank you for reading and guiding our city in a direction that works for all citizens.

Sincerely,
Jen Lucas

| | |
|-------|---|
| Email | <p>Hello Ms. Fiandaca,</p> <p>I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee and support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Please hear me and thank you,</p> <p>Stephanie Hoffman</p> <p>78721</p> |
|-------|---|

Email

To whom it may concern,

As an Austin community member (and constituent of district 5), I'm writing to encourage you to take action to ensure that the below changes are made and that Project Connect will deliver on the promises made to Austin's voters.

*Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.

*A clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.

*Support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.

*The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.

*Independent Executive Leadership for all parties involved in the JPA.

Sincerely,
Nicole Meitzen

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| Email | <p>I am writing as an Austinite to say that I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>I think that the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>-- TY,</p> <p>Sydney Paschall</p> |
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| | <p>I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>To support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluate the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>That the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>--</p> |
| Email | Alicia (Uh Lee See Uh) L. Smith |

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| Email | <p>Hello Cap Metro Board of Directors, Austin City Council, and ATP Board,</p> <p>I live in Austin, TX and in the past several years have lived in South Austin, East Austin, and now North Austin. As someone who has seen and lived in various parts of town, I was excited to hear about the vision of Project Connect and also weary of the potential impacts that could result from this project if not thought through with the intent to establish stronger equity parameters, particularly for BIPOC communities that have historically lived in Austin.</p> <p>I am reaching out to you all about the Joint Powers Agreement (JPA) as a cornerstone document in standing up Project Connect, and to ask for your support in ensuring that changes are made to the JPA to ensure that Project Connect delivers on the promises made to Austin voters.</p> <p>I support the Independent Executive Leadership for all parties involved in the JPA. I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>To make this possible I am urging you all to be accountable for establishing a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee. Please take action to support and further establish an Equity Analysis matrix that is co-created with the Project Connect Community Advisory Committee in order to evaluate the design, construction, and operation of all Project Connect transit projects. This would include but is not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning. In addition, the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you, Jordyn Middlebrooks</p> |
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| Email | <p>To City Council, The Cap Metro Board of Directors, and ATP Board</p> <p>As it stands, the proposed draft of the JPA does not give me confidence that Project Connect will fully live up to the spirit and intent of the promises made to the voters. That's why I support the ATX Mobility Coalition and their recommendations and edits for the Joint Powers Agreement to City Council, CapMetro, and the Austin Transit Partnership.</p> <p>More specifically, I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you for your consideration,</p> <p>Angela K. Pires</p> |
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Email

Hi all,

In regards to the JPA being decided upon today, I'll like to share:

*I support Independent Executive Leadership for all parties involved in the JPA.

*I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.

*I urge for a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.

*Please support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.

*The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.

Thanks,
Lauren Cadell

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| Email | <p>Good morning all,</p> <p>I am emailing you to express my support of Independent Executive Leadership for all parties involved in the JPA. I also support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>Please support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you,</p> <p>Daniela Silva (she/they/ella) District 3 Resident</p> |
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| Email | <p>Hello,</p> <p>I am writing to convey my support for equity, independence, and worker protections in the Project Connect JPA. Specifically:</p> <ul style="list-style-type: none"> - All parties involved in the the JPA should have independent Executive Leadership - Strong worker protections are needed for all workers involved in building. This includes safe working conditions, and that the commitment to the Better Builder Program needs to provide clarity and specificity to protect workers. -We need a clear process for review and feedback on all future supplemental agreements between the parties. This needs to include both community review and review by the Community Advisory Committee. -Please support an Equity Analysis matrix, co-created with the Community Advisory Committee, to evaluate transit projects for community impacts, and to guide station planning, eminent domain, and accessibility planning. -The Joint Commitments should explicitly support an equitable transit system that benefits the whole community, from design to operations, and including details like station location and project timelines. All these aspects affect the broader community and must be viewed by all parties with an equity lens. <p>Thank you in advance for supporting these important pieces of the Project Connect puzzle.</p> <p>Sincerely, Elizabeth Roehm District 5 Resident, 78704</p> |
| Email | <p>Dear Gina,</p> <p>I understand that the JPA will be reviewed and signed this coming Friday, and as an Austin resident I'm writing to express my support for Independent Executive Leadership for all parties involved in the JPA, strong worker protections and safe conditions for all workers involved, and a clear process for community review and feedback for all future supplemental agreements between the three parties (including review by the Community Advisory Committee). I also support an Equity Analysis matrix to evaluate the design, construction, and operation of all Project Connect transit projects, and a clear commitment to supporting equity in terms of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you for your help in making these things possible.</p> <p>Best, Mandy Blott, 78702</p> |

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| Email | <p>Dear Austin City Council, Cap Metro Board of Directors, and ATP Board Members,</p> <p>I am writing to support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I also support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge you to create a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>I also ask that the Joint Commitments include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you, Emma Barker 78745</p> |
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| Email | <p>I urge you to support the following items as you vote on Project Connect’s “Joint Powers Agreement” (JPA) :</p> <ul style="list-style-type: none"> * Independent Executive Leadership for all parties involved * Strong worker protections and safe working conditions for all workers involved in building the project, including Better Builder® Program clear commitment and specific alignment with the protections promised to voters * Clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee. * The Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so design, construction, and operation of all transit projects are evaluated to assess wider community impacts, help with station planning, eminent domain, accessibility planning. * Joint Commitments to support an equitable transit system to benefit the whole community in all aspects of design, implementation, and operation <p>Thank you,</p> <p>Laura Arbilla community member pre-pandemic daily metro rider</p> |
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| Email | <p>City Leaders, in anticipation of your discussion and signing of Project Connect's Joint Powers Agreement on Friday,</p> <ul style="list-style-type: none"> * I support Independent Executive Leadership for all parties involved in the JPA. * I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters. * I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee. * I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluate the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning. * The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines. <p>Thank you for your leadership, Cindy Walter</p> |
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| Email | <p>Hello. I am writing about my concern related to the Project Connect Joint Powers Agreement. I am concerned that as it is currently written, the JPA does not live up to what voters were promised.</p> <p>To that end, I encourage the City of Austin, Cap Metro, and the Austin Transit Partnership to follow the recommendations made by a coalition of local organizations. These recommendations include:</p> <ul style="list-style-type: none"> •Independent Executive Leadership for all parties involved in the JPA. •Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters. •A clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee. •An Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning. •The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines. <p>Sincerely, Maile</p> <p>Maile Molin Pronouns: she/her/hers</p> |
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| Email | <p>To whom it may concern:</p> <p>I am writing to express my support for Independent Executive Leadership for all parties involved in the JPA.</p> <p>I expect worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>A clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee MUST be provided.</p> <p>An Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning, is absolutely necessary.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you for your time.</p> <p>Sarah Spears</p> |
| Email | <p>ATP Board Member Randy Clarke,</p> <p>Dear Board Members,</p> <p>In 2019, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.</p> <p>The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.</p> <p>We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.</p> <p>We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.</p> <p>Mayra Huerta</p> |

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| Email | <p>I support Independent Executive Leadership for all parties involved in the JPA</p> <p>*I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>And I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>*To support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>*That the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Fae Gentry</p> |
| Email | <p>Please listen to the dedicated, hard working, intelligent. creative folks at Austin Justice Coalition who care deeply for our city and all the people who live here.</p> <p>Support Independent Executive Leadership for all parties involved in the JPA.</p> <p>Support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>Urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>Support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>Keep in mind that the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> |

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| Email | <p>ATP Board Member Randy Clarke,</p> <p>Dear ATP Board Members,</p> <p>In 2020, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.</p> <p>The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.</p> <p>We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.</p> <p>We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.</p> <p>Juan Benitez</p> |
| Email | <p>I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>Please support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Kimberly Hansen</p> |

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| Email | <p>Good Evening,</p> <p>I am writing to express my support for the joint powers agreement and its commitment to supporting equity, community engagement, and safe working conditions in our city. I am also writing to express my whole-hearted support for independent executive leadership for all parties participating in the Joint Powers Agreement, an Equity Analysis Matrix co-created with the Project Connect Community Advisory Committee, and specificity in the Build Better Program that ensures safe conditions for all workers building Project Connect. I ask that you use your position to help create a clear process for community review in partnership with the Community Advisory Committee and that you make a clear written commitment to creating an equitable transit system that supports each and every person in our community through its design, accessibility, implementation, operation and location, and building timelines. Thank you for all that you do for our city, I look forward to seeing how Project Connect can make Austin a better city for all of us to live in.</p> <p>Sincerely, Cristina Saltos</p> |
| Email | <p>To whom it concerns.</p> <p>I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters</p> <p>To support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>That the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Sincerely,</p> <p>Chelsea</p> <p>Chelsea Crawford 78704</p> |

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| Email | <p>Hello - My name is Martha Chang and I am an Austin resident and homeowner. I am writing to support Independent Executive Leadership for all parties involved in the JPA.</p> <p>We need strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>We must also have a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I strongly support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluate the design, construction, and operation of all Project Connect transit projects — including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you, Martha Chang</p> |
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| Email | <p>To whom it may concern,</p> <p>*I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>*I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>*I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>*Please ensure the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>--</p> <p>Lisa Brown</p> |
| Email | <p>I support Independent Executive Leadership for all parties involved in the Joint Powers Agreement (JPA).</p> <p>I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee:</p> <p>*To support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluate the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>*That the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Brenda Malik</p> |

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| Email | <p>I am writing to you to remind you of your obligations to the voters and citizens of this city.</p> <p>Please see my points below and expectations that you will honor and achieve them.</p> <p>I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluate the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain and accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you, Daisy Ludwig</p> |
| Email | <p>Hello,</p> <p>I'm writing to voice my support for:</p> <ul style="list-style-type: none"> - Independent Executive Leadership for all parties involved in the JPA - Strong worker protections and safe working conditions for all workers involved - A clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee <p>I also urge you to support an equity analysis matrix co-created with the Project Connect Community Advisory Committee. The project must be founded on a clear commitment to supporting an equitable transit system to benefit the whole community.</p> <p>Thank you for your consideration. Em Seaborn</p> |

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| Email | <p>Dear members of the Austin City Council, Cap Metro Board of Directors, and ATP Board, I am a teacher, parent, and community member in west Austin, and I support Independent Executive Leadership for all parties involved in the Joint Powers Agreement.</p> <p>I support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters. I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I feel that the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thanks for your attention and consideration! Caitlin Sweetlamb</p> |
| Email | <p>To Whom It May Concern,</p> <p>I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support Strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee, to support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluate the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>THANK YOU!</p> <p>Kirstan Clifford, MSc she/her/hers</p> |

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| Email | <p>ATP:</p> <p>I am writing today to let you know that I:</p> <p>Support Independent Executive Leadership for all parties involved in the JPA;</p> <p>Strong worker protections and safe working conditions for all workers involved in building the project (This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters);</p> <p>Urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee;</p> <p>Support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning;</p> <p>and urge that the Joint Commitments include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you, Terry Martinez Austin Resident, District 7</p> |
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| Email | <p>ATP Board Member Gina Fiandaca, Dear ATP Board Members,</p> <p>In 2020, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.</p> <p>The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.</p> <p>We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.</p> <p>We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.</p> <p>Beatrice Rangel San Antonio, Texas 78217</p> |
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| Email | <p>ATP Board Member Gina Fiandaca, Dear ATP Board Members,</p> <p>In 2020, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.</p> <p>The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.</p> <p>We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.</p> <p>We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.</p> <p>clyff curry waco, Texas 76705</p> |
| Email | <p>ATP Board Member Gina Fiandaca, Dear ATP Board Members,</p> <p>In 2020, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.</p> <p>The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.</p> <p>We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.</p> <p>We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.</p> <p>Lyn Hendricks Austin, Texas 78753</p> |

ATP Board Member Randy Clarke,

Dear ATP Board Members,

In 2020, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.

The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.

We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.

We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.

Jeremy Hendricks

Email

Dear Cap Metro Board,

I am writing today to let you know that I:

Support Independent Executive Leadership for all parties involved in the JPA;

Strong worker protections and safe working conditions for all workers involved in building the project (This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters);

Urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee;

Support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning;

and urge that the Joint Commitments include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.

Thank you,
Terry Martinez
Austin Resident, District 7

Email

ATP Board Member Randy Clarke,

Dear ATP Board Members,

In 2020, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.

The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.

We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.

We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.

Garcia Ana

Email

ATP Board Member Randy Clarke,

Dear ATP Board Members,

In 2020, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.

The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.

We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.

We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.

karla peredo

Email

ATP Board Member Randy Clarke,

Dear ATP Board Members,

In 2020, voters overwhelmingly approved 7.1 billion dollars for Proposition A to fund the creation of a new public transit system known as Project Connect to invest in a system that works for Austin families.

The current governance language proposed by the Austin Transit Partnership, Capital Metropolitan Transportation Authority, and the City of Austin in the Joint Powers Agreement clearly fails to meet the standards that our communities have set. The Contract with the voters is a public commitment to working families and our community related to Project Connect.

We need strong labor protections, independent executive leadership, community oversight through the Community Advisory Committee, and the creation of a tool that allows for a clear equity analysis of the project and these are not minor details within this document; these are all areas where the community deserves clear answers, timelines, and process in keeping with the contract with the voters.

We ask that you fully live up to the spirit and intent of the promises made to the voters. Changes must be made.

Susan Zakaib

Email



**Workers Defense
Action Fund**



**Austin Area
Urban League**

*Empowering Communities.
Changing Lives.*

October 19th, 2021

Re: Project Connect Joint Powers Agreement Recommendations

Dear Mayor Adler, Mayor Pro Tempore Harper Madison, Austin City Council Members, Austin Transit Partnership Board Members, and Capital Metro Board Members,

The member organizations of the ATX Mobility Coalition sincerely thanks the parties for their initial work on the Joint Powers Agreement. As a coalition, we advocated in 2020 for Council to include the requirement for an equity tool as a critical component of the Project Connect program in order to ensure equitable outcomes for Black African American and other communities of color, working-class communities, and other vulnerable populations in addition to dedicated anti-displacement funding and a host of other equity focused modifications to the project.

Although additional community engagement efforts are needed to ensure the Proposed Joint Powers Agreement (JPA) aligns with the Community Engagement and Inclusion Commitments outlined in section 3.2 therein, the ATX Mobility Coalition has reviewed the proposed document and have found opportunities of growth when it comes to community engagement, methodology, increased transparency, and independence of the parties to the agreement. **Therefore, we recommend that the following changes be made to the JPA before adoption:**

1. Ensure the Supplemental Agreements articulated in section 2.7 are overlaid with the Community Engagement and Inclusion Commitments;
2. Modifications in the Joint Commitments articulated in section 3.1 in order to in order to enhance equity, prioritization of staffing resources, and accessibility of tools and procedures related to the project;
3. Enhanced communication methodology within the Community Engagement Process articulated in section 3.2.1;
4. Enhanced notification and accessibility requirements as articulated in section 3.2.3, 3.2.4, 3.2.7, and 5.2.1.2;
5. Enhanced support for the Community Advisory Committee;
6. Ensuring the independence of the three branches of the agreement by modifying the Executive Director clause as articulated in 4.2.2;



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Urban League**

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7. Ensuring fair workers rights by modifying the commitments of the ATP as articulated in section 4.3 which provides clarity and specificity to the intent of the Contract with Voters Resolution;
8. Ensuring important supplemental agreements are provided with more guidance with modifications made to section 5.2.1.1, and;
9. Ensuring automatic termination does not create a void for community engagement as articulated in section 6.1.

It is critical to modify the Executive Director clause as articulated in 4.2.2 of the JPA to guarantee the independence of the three branches of the agreement, as promised to the community and voters in earlier interlocal agreements. Creating a clear process to appoint a succeeding Executive Director to take charge from the initial Executive Director will ensure that:

- there is no conflict of interest for a singular person serving as both the Executive Director of the ATP and Capital Metro, for example in negotiations between the two parties regarding navigating major Capital Metro service disruptions while construction of the new system takes place;
- conflicts of interest do not lead to inequitable outcomes for users of existing Capital Metro transit services, who are largely BIPOC and working class residents;
- there is clear and transparent governance of the project, by having a clear delineation of duties of the Executive Director and authority of the ATP and Capital Metro boards; and
- we live up to our commitment to voters who supported Project Connect with a clear indication that the ATP would be independent of the City of Austin and Capital Metro.

Additionally, it is critical that staff from the City of Austin, the Austin Transit Partnership, and Capital Metropolitan Transportation Authority begin work immediately to craft an equity tool for the full scope of the Project Connect program, beyond the anti-displacement efforts, to ensure it best serves all transit users and community members in a just and equitable manner. Such a tool can help guide station planning, eminent domain, accessibility planning, etc. This effort should involve all parties and include substantial and meaningful involvement of transit users and potentially impacted communities. Such an equity tool for Project Connect is critical to ensure that the project fully serves all Austinites while protecting them from adverse impacts.

Please find our redlines to the JPA attached. Please find more details on the crafting of the project-wide equity tool and anti-displacement next steps in our last memo titled “ATX Mobility Coalition Anti-Displacement Planning Recommendations” and dated October 4, 2021.



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We thank the Austin City Council, Austin Transit Partnership Board, and Capital Metro Board for their leadership on this issue and for their continued efforts to ensure that Project Connect is implemented equitably. If you have any questions, please contact Jessica Wolff at jessica@wdactionfund.org and 407-341-5683 or Joao Paulo Connolly at joaopaulo@austinjustice.org and 512-906-7081.

Sincerely,

ATX Mobility Coalition Members:

Austin Area Urban League
Austin Justice Coalition
People United for Mobility Action
Planning Our Communities
Workers Defense Action Fund

**Joint Powers Agreement Between
Austin Transit Partnership and
Capital Metropolitan Transportation Authority and the City of Austin**

This Joint Powers Agreement (“Agreement”) is entered into between Austin Transit Partnership (“ATP”), a joint local government corporation created under Ch. 431 of the Texas Transportation Code, the City of Austin, Texas (the “City”), a home-rule municipality incorporated by the State of Texas, 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 Council and the Capital Metro Board recognized the benefits of a high-capacity transit system and determined that implementation of the Project Connect System Plan will create an integrated transit system that addresses transit needs for safer, faster, and more reliable transportation that will improve access to essential services, such as education, health care, food access, childcare, jobs, and open space especially in historically underserved and underrepresented communities, and which will manage congestion, create jobs, improve the environment, and better connect people in our community; and

The voters of the City of Austin also recognized the benefits of Project Connect by approving a ballot measure at the November 3, 2020 special election to provide dedicated funding to an independent board to oversee the implementation of the Project Connect System Plan, including investment in transit-supportive anti-displacement strategies; and

The Capital Metro Board voted to provide the balance of its Capital Expansion Fund in the Fiscal Year 2021 and to commit certain long-term contributions to the furtherance of Project Connect upon voter approval; and

The Federal Transit Administration oversees transit and transit-supportive grant programs, providing federal grants to transit projects based on the following criteria: land use, cost effectiveness, mobility improvements, congestion relief, environmental benefits, and economic development, and the programs within the Project Connect System Plan are eligible to seek such a grant; and

The City Council and Capital Metro Board created a joint local government corporation, named Austin Transit Partnership, to serve as the independent entity responsible for the implementation of the Project Connect System Plan, including the financing of acquisition, construction, equipping, and funding operations of the expanded system; and

The City and Capital Metro must take the necessary actions to fulfill the commitments contained in the City Contract with the Voters and the Capital Metro Funding and Community Commitment, which includes entering into a Joint Powers Agreement; and

The City and Capital Metro entered into an interlocal agreement, providing that the Parties will execute a Joint Powers Agreement delineating the roles and responsibilities of all three Parties among other commitments; and

The Parties have properly authorized their agreement in accordance with Interlocal Cooperation Act, Texas Government Code Chapter 791. Through this Agreement the Parties confirm their commitment to and support of Project Connect and agree to cooperate and coordinate in good faith to assist each other in satisfying their respective obligations under this Agreement and to facilitate the timely implementation of Project Connect.

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 agreement between ATP, the City, and Capital Metro, entered into together with all Attachments thereto.
- 1.1.2. "ATP" means the Austin Transit Partnership, sometimes referred to as the Joint LGC or Corporation. ATP is a local government corporation, incorporated on December 22, 2020, created in compliance with 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")
- 1.1.3. "ATP Board" means the Austin Transit Partnership Board of Directors, as provided for in the Articles of Incorporation and Bylaws.
- 1.1.4. "Capital Metro Board" means the Board of Directors for the Capital Metropolitan Transportation Authority.
- 1.1.5. "City Council" means the City Council of the City of Austin, Texas.
- 1.1.6. "Executive Leadership" means the City of Austin City Manager, the Capital Metro President & CEO, and the ATP Executive Director.

- 1.1.7. “Federal Transit Administration (FTA)” means the operating administration of the U.S. Department of Transportation which oversees the Capital Investment Grant (CIG) Program and provides oversight and review of grant recipients and operators.
- 1.1.8. “Financial Model” means the September 2020 Project Connect Integrated Financial Model developed by PFM Financial Advisors, LLC which provides the cash flow model for the implementation of Project Connect.
- 1.1.9. “Fiscal Year” means that twelve-month time period between any October 1 and the next following September 30.
- 1.1.10. “Foundational Texts” means the documents that are 1) instrumental to the adoption of the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines as a component of Capital Metro’s long-term transit plan and the City of Austin’s Strategic Mobility Plan (the transportation element of the Imagine Austin Comprehensive Plan), 2) instrumental to the corporate formation and establishment of the Austin Transit Partnership, and 3) instrumental to voter approval of Proposition A at the November 3, 2020 tax rate election which dedicated a portion of the City’s property tax revenue to implementation of Project Connect. These documents include:
- 1.1.10.1. Resolutions related to the Project Connect System Plan and Locally Preferred Alternatives (LPAs): The June 10, 2020 concurrent resolutions adopting and supporting the Project Connect System Plan and Locally Preferred Alternatives for Orange, Blue, Gold, Green and MetroRapid Lines. (CMTA Res. No. AI-2020-1273, COA Res. No. 20200610-002).
- 1.1.10.2. Articles of Incorporation: The Articles of Incorporation jointly approved by City Council and the Capital Metro Board and filed with the Secretary of State.
- 1.1.10.3. Bylaws: The bylaws for organization and meetings of the ATP Board approved by the Capital Metro Board and City Council and adopted by ATP.
- 1.1.10.4. Community Commitment and Contract with Voters: The August 12, 2020 concurrent resolutions that provide the funding commitments of the City and Capital Metro and direction to ATP to achieve certain

policy directives. (CMTA Res. No. AI-2020-1297, COA Res. No. 20200812-015, COA Ord. No. 20200812-009).

- 1.1.10.5. Creation of ATP Resolutions: The December 18, 2020 concurrent resolutions directing the creation of ATP and approving the Articles of Incorporation and Bylaws as required by TEX. TRANSP. CODE § 431.101(a). (CMTA Res. No. AI-2020-1399, COA Res. No. 20201218-002).
- 1.1.10.6. Election Order and Canvass: The election order (Ord. No. 20200812-009) providing for a City of Austin tax rate election held on November 3, 2020 allowing voters to approve Proposition A and canvass (COA Res. No. 20201117-001) certifying that Proposition A received a majority of votes and passed. The voter approved ballot language:
“Approving the ad valorem tax rate of \$0.5335 per \$ 100 valuation in the City of Austin for the current year, a rate that is \$0.0875 higher per \$100 valuation than the voter-approval tax rate of the City of Austin, for the purpose of providing funds for a citywide traffic-easing rapid transit system known as Project Connect, to address traffic congestion, expand service for essential workers, reduce climate change emissions, decrease traffic fatalities, create jobs, and provide access to schools, health care, jobs and the airport; to include neighborhood supportive affordable housing investments along transit corridors and a fixed rail and bus rapid transit system, including associated road, sidewalk, bike, and street lighting improvements, park and ride hubs, on-demand neighborhood circulator shuttles, and improved access for seniors and persons with disabilities; to be operated by the Capital Metropolitan Transportation Authority, expending its funds to build, operate and maintain the fixed rail and bus rapid transit system; the additional revenue raised by the tax rate is to be dedicated by the City to an independent board to oversee and finance the acquisition, construction, equipping, and operations and maintenance of the rapid transit system by providing funds for loans and grants to develop or expand transportation within the City, and to finance the transit-supportive anti-displacement strategies related to Project Connect. Last year, the ad valorem tax rate in the City of Austin was \$0.4431 per \$100 valuation.”
- 1.1.10.7. Interlocal Cooperation Agreement, as Amended, for the Creation of a Local Government Corporation (“Initial Agreement”): The August

7, 2020 approved interlocal agreement between the City and Capital Metro which primarily provides that upon a successful election, 1) a joint local government corporation will be created and a board appointed, 2) the City and Capital Metro will provide the committed funds and support Project Connect until this joint powers agreement is finalized, 3) formally create and appoint members to a Community Advisory Committee.

- 1.1.11. “Investment Map and Associated Implementation Sequence Plan” means the approved map of infrastructure components of Project Connect and sequence plan in which they will be designed, constructed and made operational, as may be amended by the City Council and Capital Metro Board. The Investment Map and Associated Implementation Sequence Plan are provided hereto as Attachment A.

SECTION 2. GENERAL TERMS

- 2.1. Overall Objectives.** In accordance with Creation of ATP Resolutions, the objective is for ATP to “aid and act on behalf of the City and Capital Metro to accomplish a governmental purpose by implementing the Project Connect System Plan”. The Articles of Incorporation provide the purpose and objective of ATP:

“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 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.”

- 2.2. Purpose and Scope.** The purpose of this Agreement is to set forth the roles and responsibilities of all three Parties in a manner that further details ATP as the principal entity responsible for implementing Project Connect in a manner independent of the City and Capital Metro. The scope of this Agreement is in accordance with the Foundational Texts.
- 2.3. Agreement Term.** The term of this Agreement shall commence on October 29, 2021, and will terminate upon mutual consent of the Parties; provided, however, that the confidentiality provisions in the Agreement shall survive termination of this Agreement.

- 2.4. **Entire Agreement.** All oral agreements between the Parties to this Agreement relating to ATP 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. In accordance with the Foundational Texts, this Agreement, along with the following attachments, which are hereby incorporated, constitute the entire Joint Powers Agreement between the Parties:

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended.

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

- 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 Executive Director of ATP, President & CEO of Capital Metro and the City Manager for the City or their designees.
- 2.6. **Amendments.** Any 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 Executive Director of ATP for consideration and possible action by the ATP Board, 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 upon execution, or as otherwise mutually agreed, of a written agreement by all Parties.
- 2.7. **Supplemental Agreements.** The Parties also recognize that, in addition to this Agreement, the implementation of Project Connect will require the Parties to subsequently address a variety of matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate ATP, City and Capital Metro staffs, and, when necessary, adopted by the governing bodies of the Parties. These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues in property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. Before final adoption by the governing bodies of the parties, all proposed language in supplemental agreements must be submitted for review by the

CAC and made public for review by the community at large, providing a time frame of no less than eight weeks for review and feedback. As, necessary, the community engagement must be conducted with a clear process in accordance with the Community Engagement and Inclusion Commitments outlined in section 3.2. The existing supplemental agreements between the Parties are listed in Attachment B, and Executive Leadership shall ensure that staff maintains a list and records of such agreements and actions that relate to Project Connect.

- 2.8. Findings.** Each of the Parties find that entering into this Agreement for the purposes in this Agreement is for the benefit of the residents of the City.

SECTION 3 COMMITMENTS OF THE PARTIES

3.1 Joint Commitments

The Parties agree to the following commitments and responsibilities:

- The Parties recognize that Project Connect will bring light rail transit to Austin and truly deliver a citywide transit system with expanded services including, but not limited to, bus, neighborhood circulators, and commuter rail. As such, the nature and scale of the design and linear construction of Project Connect will be the first of its kind within Austin and differs significantly from private development and transportation and public works projects that are familiar to the Parties. The Parties further acknowledge that Project Connect is funded by public tax revenues, and the Parties are responsible for being good stewards of public funds. The Parties further acknowledge the need to assess and proactively address displacement impacts and equity concerns as stated in the Community Commitment Resolution and Contract with Voters Resolutions. Therefore, the Parties commit to being innovative and holistic in the development of processes, procedures, reviews and regulations tailored to Project Connect to achieve effective decision-making and cost effectiveness. Executive Leadership shall spearhead these efforts and direct staff to develop such process, procedures, and regulations, and when necessary, bring an action for adoption by the governing bodies of the Parties.
- The Parties commit to continuing a working relationship that will provide for the resolution of issues and the completion of Project Connect, in accordance with the Foundational Texts, this Agreement, and the Implementation Sequence Plan. Executive Leadership commits to establishing a dispute resolution process for the Project Connect program.
- The Parties commit to prioritizing staff resources to support the scope, schedule, and program budgets during planning, design review, construction, and inspections for Project Connect transit projects.
- The Parties commit to prioritizing resources to ensure all permit and inspection documents are complete and permit and inspection approvals are streamlined and efficient to support the Project Connect schedules and program budgets.

- The Parties commit to identifying opportunities for efficiencies, cost sharing, reimbursement method, and other agreements, as appropriate.
- The Parties commit to working together to identify and pursue future opportunities to leverage regional, state and federal funding for Project Connect.
- The Parties commit to working on the Utility Rules of Practice (“UROP”) to serve as the methodology for analyzing, reviewing, and approving potential utility conflicts for Project Connect.
- The Parties commit to negotiating and, if necessary, bringing to the governing bodies for approval, any agreements and resolutions or ordinances required to timely implement the projects in accordance with the Implementation Sequence Plan.
- -The Parties commit to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, rollout, operations, station location, and project timelines.
- The Parties commit to prioritizing staff resources to support the development and implementation of a publicly available equity analysis tool that analyzes the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts. Such a tool must be co-created with the Project Connect Community Advisory Committee and must include comprehensive opportunities for collecting and responding to feedback from transit users, community members, and key stakeholder groups.

3.2 Community Engagement and Inclusion Commitments

- 3.2.1 Community Engagement Process. To effectively engage with members from different neighborhoods with different ethnic and racial identities, income, resource and education levels, and sexual and gender identities, outreach and engagement must be designed specifically for their needs and be sensitive to cultural differences within communities. In their delivery of the Project Connect program elements, each Party will seek to understand each community’s unique history, values, priorities, concerns, and communication methods to help learn from these community members; include their voices-feedback and guidance in project planning, development, ~~and~~ implementation, and operations; and understand the different needs of each community to improve and increase access to essential services with a direct focus on under-resourced communities. This should include upfront clarification, followed by a report back to the Community Advisory Committee and to the community in an easily accessible and public manner, on how community feedback and guidance is collected, analyzed, and incorporated in project planning, development, implementation, and operation.
- 3.2.2 Priority Populations. The communities most likely to be impacted by Project Connect, also referred to as priority populations, that shall be prioritized in the community engagement process are the following:
- BIPOC communities (Black people, Indigenous people, and people of color);
 - Women, trans, and non-binary individuals;

- Individuals with disabilities;
- Families of all kinds;
- Members of immigrant and/or undocumented communities;
- Members of the LGBTQIA+ community;
- Youth and students, especially those who are cost-burdened or severely cost-burdened, based on federal guidelines;
- People who are cost-burdened and severely cost-burdened, based on federal guidelines;
- Members from culturally and linguistically diverse communities;
- Renters and the unhoused;
- Senior homeowners;
- Individuals who were previously incarcerated;
- Individuals primarily dependent on transit for transportation needs;
- Small businesses owned and/or operated by BIPOC, women, people with disabilities, and members of LGBTQIA+ community;
- Community, neighborhood, creative, cultural, labor, and nonprofit organizations, particularly those serving communities most likely to be impacted by Project Connect;

3.2.3 Community Engagement Guiding Principles. The Parties shall utilize the following guiding principles in the planning and execution of community engagement work:

- Continue creating opportunities for priority populations to engage meaningfully in, and provide feedback on, all aspects of the Project Connect program, including but not limited to project planning and proposed anti-displacement strategies.
- Provide greater weight to voices of priority populations in the analysis and use of community feedback.
- All information on how the community can engage shall be provided in English as well as the language of preference for the community sought for engagement. All communication shall be designed and written to be clear and accessible, including to those with hearing and visual impairments.
- In public engagement processes, define how participants' feedback will be included as well as how participant feedback impacts decisions.
- Opportunities shall allow time for community members to review materials, provide informed and meaningful feedback, and understand how feedback is incorporated before a decision is made.
- Results of community engagement, including recommendations and policy/program decisions, will be transparently and accountably documented.
- The Project Connect Community Advisory Committee shall be comprehensively and consistently consulted and involved in the process, including being regularly informed in advance of all major decisions in a timely manner that allows for informed decision-making~~regularly informed~~ so that they can effectively assist staff with community engagement processes and create a space for community members to provide feedback on the program.

- All public engagement opportunities shall be highlighted on a publicly available and accessible calendar and shared through various communication methods with clear information on how community members can obtain further information.
- Project Connect program updates shall be shared with the community via digital and nondigital communications.
- Prior to any public meeting, outreach, or engagement opportunity, the responsible party shall provide sufficient advance notice for meaningful participation to individuals, businesses, or organizations that will be impacted by the project.

3.2.4. Community Engagement Reporting. The Parties shall make a substantial effort to collect disaggregated demographic data for all participants in its outreach and engagement efforts, including public meeting solicitations and public comments, and shall report that information annually or more frequently via a comprehensive ~~the~~ Community Engagement Dashboard ~~or another tool~~. The information may include, but not be limited to: race, ethnicity, age, gender, gender identity and expression, housing tenure (renter/owner/other), income level, and ZIP code. Any participant asked to provide demographic information will not be required to provide that information as a condition for participating in any outreach or engagement effort or to provide public comment.

3.2.5. Public Involvement Plans. Throughout the program, project teams may create project-specific public participation plans for each project in the Project Connect program. The plans will be flexible and adaptable to the needs of the community throughout the given project, and the plans will, at minimum:

- Identify the communities, businesses, organizations, and other stakeholders who are impacted or potentially impacted by the project.
- Design a plan that identifies specific engagement tools and techniques to meaningfully engage stakeholders, prioritizing tools that are most appropriate to the context and community of the specific stakeholders for the project. This should include both online and on-location/in-person opportunities and tools.
- Leverage and coordinate opportunities with other engagement efforts from partner agencies, institutions, and community-based organizations.
- Allow flexibility to amend strategies to aim for greater participation from priority populations if data from outreach and engagement efforts show that priority populations are not proportionally represented.
- Identify a process to “report back” to the communities, individuals, and groups that participated, including information on how their feedback was used or, if not used, why. The online Community Engagement Dashboard shall ~~may~~ be used to help further this direction.
- Address accessibility, including language accessibility through translation and interpretation services, diversity of in-person locations and venues, etc., and the ability of people to attend. Provide incentives and other tools to facilitate participation (e.g., food, childcare, variety of meeting times, etc.). The public participation plans shall ~~should~~ also leverage resources already mobilized specifically

for Project Connect, such as the Project Connect Community Advisory Committee, ATP Board Technical Advisory Committees, the Project Connect Advisory Network (PCAN), and Orange and Blue Line Working Groups.

- The public involvement plans shall be reviewed by the Project Connect Community Advisory Committee and the ATP Board Technical Advisory Committees.

- 3.2.6. Communications. The Parties shall develop communication tools and strategies to reach racially, ethnically, and geographically diverse communities regarding the Project Connect program. Communications tools will include methods designed to reach marginalized communities and people who do not have access to the internet or other forms of digital communications. These may include, but are not limited to, door-to-door canvassing, telephone canvassing, direct mail, and contracting with community-based organizations with experience serving marginalized and under-resourced communities.

ATP and Capital Metro will also utilize social media and the Project Connect website (ProjectConnect.com) as a communication tool to provide information to the community about the transit elements of the program and allow people to subscribe and receive pre-construction, construction, and operations notifications and other appropriate updates on a regular basis or as they are posted. ATP shall provide equal opportunity for such subscriptions and notifications to individuals who do not have access to the internet.

- 3.2.7 Community Advisory Committee. The Community Advisory Committee (CAC) was convened to assist ATP, City Council, and the Capital Metro Board in engaging the community and advising on anti-displacement and equity matters related to Project Connect and corresponding programs. Additionally, the CAC will assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement. The CAC will provide input and recommendations on program equity along with the ATP Board Technical Advisory Committees and shall be notified in the same capacity and with the same amount of time prior to decisions being made as the ATP Board. Staff Liaisons will notify CAC members of upcoming TAC meetings, including providing an annual calendar of meetings and agendas, as they are prepared. CAC members may attend TAC meetings.

The recommendations made by the CAC related to displacement mitigation measures or equity issues that impact historically underserved populations must be considered at a public meeting of ATP, the City, or Capital Metro, as appropriate, in accordance with the recommendations made.

The CAC shall be composed of an odd number, at least eleven members, plus an ex-officio member, appointed by the City Council and Capital Metro Board. Five members will be appointed from the following five existing advisory groups (one member each):

- City of Austin Urban Transportation Commission
- City of Austin Mayor's Committee for People with Disabilities
- City of Austin Community Development Commission
- Capital Metro's Customer Satisfaction Advisory Committee
- Capital Metro's Access Advisory Committee

The City Council, [ATP Board](#), and Capital Metro Board may appoint additional members to the Committee.

The City and Capital Metro shall initiate a widely publicized nomination process for the CAC Community Members in a manner that is accessible and easy to navigate, and that promotes a large, diverse, and qualified applicant pool, reducing barriers to the application process and committee membership, including but not limited to language access, digital access, or providing information to interested community members. This nomination process shall be articulated on a public facing web page and shall allow for community engagement. To the fullest extent possible, the City shall work with community organizations/groups to ensure that historically marginalized communities most impacted by mass-transit are able to engage with the CAC selection process.

Capital Metro and the City shall form a Nominating Committee for the selection of members to the CAC. A qualified member of the community shall submit an application to the Nominating Committee. The Nominating Committee will consist of the Chairs, or a Committee Member designee of the Chair, of the City Council Housing and Planning Committee, City Council Mobility Committee, City Council Audit and Finance Committee, Capital Metro Finance, Audit and Administration Committee, and Capital Metro Operations, Planning and Safety Committee. After review of the submitted applications, the Nominating Committee shall recommend a slate of six applicants based on their qualifications. The City Council and the Capital Metro Board of Directors shall, upon their joint approval of the slate, jointly appoint the CAC Members as nominated by the Nominating Committee.

The slate of candidates selected by the Nominating Committee shall provide for geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints, [socio-economic status, and lived experience](#). Members shall be selected based on their experience as users of and/or directly impacted by public transportation and connection to community, neighborhood, and/or labor organizations. The Advisory Committee should be representative of Austin's diverse community with nominations for membership inclusive of women, families with small children, Black people, indigenous people, people of color, people from immigrant and/or undocumented populations, members of the LGBTQIA+ community, students, and workers' rights advocates, among others. A variety of interests and experience should also be considered, including community organizing, household affordability, environment and conservation, green

planning and design, housing and transportation, urban planning and architecture, health and human services, accessibility, small, local and minority owned business, mobility justice, and/or other relevant topics as they relate to transit.

The CAC bylaws must be approved by the ATP Board. The CAC will be supported by ATP and the City staff liaisons. Staff liaisons will ensure that the committee complies with the Texas Open Meetings Act requirements, any deadlines, and other rules and statutory requirements. The ATP Executive Director and City Manager will appoint an administrative staff person to help the committee prepare agendas, post meeting notices, schedule staff briefings, keep the committee apprised of all items being considered by the ATP Board and Technical Advisory Committees, maintain minutes, and keep attendance records for committee members. The City and Capital Metro shall send a courtesy copy of their CAC appointments to the ATP staff liaison.

SECTION 4. ROLES AND RESPONSIBILITIES OF AUSTIN TRANSIT PARTNERSHIP

4.1 Authority of ATP. ATP shall have all powers allowed by law and as defined in its Articles of Incorporation including but not limited to:

- 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 ATP, and to enter into interlocal agreements with Capital Metro for the operation and maintenance of assets constructed by the Corporation.
- Acquire and hold title to real and personal property and interests in real and personal property, and sell real and personal property;
- Procure professional and other services necessary for the design, construction, financing, and permitting of Project Connect;
- Accept funds and property appropriated by the City and Capital Metro and by other entities;
- Apply for grants of funds, services, and things of value and to accept awards of such grants;
- Accept donations of funds, services and things of value;
- Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the implementation of Project Connect as stated above; and
- Engage in other lawful activities to accomplish the implementation of Project Connect as stated above.

4.2 Governance of ATP.

- 4.2.1 ATP Board. The management of the affairs of the ATP shall be vested in the ATP Board in accordance with the Articles of Incorporation which establishes the membership, terms and appointment process for the ATP Board.
- 4.2.1.1 Budget. In accordance with the Initial Agreement, the ATP Board shall develop an annual budget for each fiscal year that must be approved by the ATP Board annually.
- 4.2.1.2 Internal Auditor. In accordance with the Initial Agreement, the ATP Board shall engage an internal auditor to perform advanced audit and finance functions.
- 4.2.1.3 Financial Reports. In accordance with the Bylaws, the ATP 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 ATP Board shall cause the preparation of a financial statement which shall be audited by an independent certified public accountant or firm of independent certified public accountants retained by the ATP Board for such purpose. The financial statement audit must follow generally accepted accounting principles for governments and must be submitted to the City of Austin's Controller's Office no later than _____ each year for inclusion in the City's Annual Comprehensive Financial Report.
- 4.2.1.4 Advisory Committees. ATP Board Technical Advisory Committees. The ATP Board may establish technical advisory committees and select members via a widely publicized and transparent application process. Each committee will have a board liaison and assigned ATP staff. ATP will work with the City and Capital Metro to provide the agenda and meeting information prior to any ATP technical advisory committee meeting to ensure their representation is included, depending on the agenda items. Membership and agendas for the committees should be shared publicly. Board liaisons may report on committee feedback at ATP Board meetings. The ATP Board may create additional technical advisory committees as the needs of the Program evolve.
- 4.2.2 Executive Director. In accordance with the Bylaws, ATP shall appoint an Executive Director. The Executive Director of the Corporation shall be the chief executive officer of ATP and shall in general supervise and control all of the business and affairs of ATP. The President and CEO of Capital Metro will serve as the initial Executive Director at the start of the project. Within one year after voter approval, tThe ATP Board, Austin City Council, and Capital Metro Board shall define the terms and conditions under which the ATP Board will appoint succeeding Executive Directors and evaluate performance so as to ensure the independence of the ATP.

4.2.3 Joint Annual Meeting. The Executive Director shall organize and provide for a Joint Annual Meeting of the Parties. The Executive Director shall present on ATP's progress in implementing Project Connect. The annual report shall include a presentation on the project statuses, financial status of ATP, implementation of and compliance of ATP Workforce and Equity policies, and progress towards implementation of Project Connect.

4.3 Commitments of ATP. The Community Commitment Resolution and Contract with Voters Resolutions requires ATP to adopt policies that will meet the commitments made by City Council and the Capital Metro Board to the voters. The ATP Board has taken action to either meet these commitments or ensure they will be met. ATP agrees to effectuate these policies to ensure that the vision of Project Connect as an equitable transit system is realized. ATP commits to implementing the following Workforce and Equity Policies:

- Developing and implementing 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.
- Developing and implementing a Disadvantaged Business Enterprise Program to meet and comply with federal regulations to ensure that maximum opportunities are available to women, minority, and small businesses, including veteran-owned businesses, to participate.
- Developing and implementing a policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program ~~which includes City of Austin hiring goals as allowed by federal law and regulations,~~ including but not limited to: wages no less than the City of Austin living wage, completion of OSHA 10-hour training, workers' compensation, hiring goals from craft training programs, independent third party on-site monitoring accredited by a local, community organizations that is independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws. In addition, procurement policy will include City of Austin hiring goals as allowed by federal law and regulations.
- Developing and implementing a procurement policy that ensures ensure a living wage as established by the City of Austin or 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 promote the hiring of local workers where allowed by federal law and regulation.
- Notify the City Manager or City Manager's designee of substantive changes to the above Workforce and Equity Policies.

4.4 Responsibilities of ATP. As stated herein, it is the responsibility of ATP to implement Project Connect. ATP shall work with Capital Metro (the region's designated grant recipient) and FTA to meet the requirements for New Starts Capital Investment Grants

and other grant opportunities. ATP shall receive funding from: (i) the City and Capital Metro, (ii) federal or other grants, and (iii) other funding sources as necessary.

- 4.4.1 Financial Modeling and Planning. The Financial Model shall not be updated or changed until the light rail project components reach 30% design. Thereafter, ATP shall update and review the cash flow model annually in concert with the Implementation Sequence Plan, and as otherwise needed to establish the financial status of ATP in implementing Project Connect.

The review should determine if the Implementation Sequence Plan requires adjustment. ATP shall present its findings and recommended actions at the Joint Annual Meeting but may also request a special-called meeting of the Parties for changes to the Implementation Sequence Plan as needed.

- 4.4.2 Funding Allocations and Procedures for Use of Funds for Transit-Supportive Anti-Displacement Strategies Related to the Implementation of Project Connect. ATP shall follow the procedures in the ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs (approved by City Council on March 25, 2021 [Item No. 35], and ATP Board on March 17, 2021 [Resolution No. ATP-2021-012; Action Item No. 3]), provided hereto as Attachment C, which requires ATP to reimburse up to \$300 million for the City to implement transit-supportive anti-displacement strategies.

- 4.4.3 Utility and Right-of-Way Agreements. Project Connect transit projects will largely be delivered within existing City of Austin right-of-way or Capital Metro right-of-way.

- ATP shall coordinate with the City and Capital Metro to align coordination between the Parties and both public and private utilities.
- ATP shall work with the City to develop a Utilities Rules of Practice.
- ATP shall coordinate with the City and Capital Metro for temporary and permanent use of right-of-way.

- 4.4.4 Design Review and Permitting Standards. In accordance with Sections 3 and 5 of this Agreement, ATP shall provide and prioritize resources to develop and provide for design review and permitting standards that support the scope, schedule, and program budgets of Project Connect.

- 4.4.5 Records. ATP shall maintain records documenting its implementation of and compliance with the policies listed in Section 4.3, and shall make such documents available to the City and Capital Metro at ATP's offices, at all reasonable times and as often as the City or Capital Metro may deem necessary during the Agreement.

SECTION 5. ROLES AND RESPONSIBILITIES OF THE CITY OF AUSTIN AND CAPITAL METRO

5.1. **Joint Responsibilities of City Council and the Capital Metro Board.** The Capital Metro Board and City Council have the following duties:

- supporting ATP in the implementation of Project Connect to ensure ATP achieves the governmental purpose for which it was jointly created;
- appointing ATP Board members in accordance with the nomination and appointment process provided for in the Articles of Incorporation;
- reviewing proposed amendments to the Articles of Incorporation and Bylaws as put forth by ATP; and
- modifying the Implementation Sequence Plan by joint action of both City Council and the Capital Metro Board as requested by ATP.

5.2. **City of Austin Roles and Responsibilities.**

5.2.1. **City of Austin Officials.** The principal City officials and representatives:

5.2.1.1. **City Council.** In addition to other responsibilities as provided in this Agreement, City Council approval is required for certain supplemental interlocal agreements, including, but not limited to, those related to the Community Commitment Resolution and Contract with Voters Resolutions. City Council is also required and for reviewing and approving ~~code~~ variances and waivers of City Code, regulations, or processes, and changes to the Fee schedule beneficial to support the unique nature of Project Connect design and construction.

5.2.1.2. **City Manager.** In addition to other responsibilities as provided in this Agreement, the City Manager shall ensure that a “City of Austin Project Connect Office” (PCO) is established for the duration of the implementation of Project Connect to the extent funding is provided by ATP and/or approved by Council, and that adequate staff resources are available to support the implementation of Project Connect. The City Manager shall direct staff to:

- interpret and apply regulations applicable to Project Connect in a manner that best facilitates the design and construction of Project Connect when a regulation may be reasonably interpreted in different ways; and
- support ATP and Capital Metro in achieving ATP’s goals and schedules by reviewing all submitted plans and documents in a manner and timeframe necessary and reasonable in order to adhere to the project sequence plan in the Contract with the Voters and associated schedule and committing to combine its public and technical review processes with ATP’s wherever possible, including

making all plans and documents publicly available and allowing for community engagement; and

- review the Fee Schedule to recommend to City Council any updates that are required to fully and accurately reflect permitting and review costs; and
- review the City Code to identify any variances or waivers of City Code, regulations, or processes to recommend to City Council that will facilitate the unique nature of Project Connect design and construction, while still ensuring that Project Connect is designed and constructed in accordance with commonly accepted engineering and construction practices and in a manner that is cognizant of other City policies; and
- Ensure utilities coordination and services are prioritized to facilitate program delivery and avoid construction delays.

5.2.1.3. **Project Connect Office (PCO).** Provided funding is available, the City, through its Project Connect Office, shall provide ATP with professional services to assist with overall coordination of input from relevant City departments and for the design review, permitting, and inspection of Project Connect. ATP shall pay the City for the services provided on a cost reimbursement basis up to the amount included in the then-current budget for ATP. The payments for such services shall be made in accordance with the timelines set forth in Chapter 2251 of the Texas Government Code (the “Prompt Payment Act”) and shall not be unreasonably withheld. As part of the annual budget process for the Project Connect Office, the PCO staff will submit its proposed annual budget to ATP annually by April 1st, including funding for any efforts necessary to achieve anti-displacement and equity related goals. The City and ATP staff shall work to reach agreement by May 31st on a proposed budget to be submitted to the City Council and ATP Board for approval. The proposed budget shall be presented to City Council and the ATP Board for approval through each party’s budget adoption process.

5.2.2. **City of Austin Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, the City shall:

- transfer of Project Connect tax revenue in accordance with the Community Contract with Voters and the ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP, (approved by ATP Board on June 16, 2021 [Resolution No. ATP-2021-020; Action Item No. 5], and City Council on July 29, 2021 [Item 43]), attached and incorporated as Attachment D.
- utilize the ~~\$300,000,000~~ million dedicated to transit-supportive anti-displacement strategies to 1) acquire real property for transit-supportive

development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, and 2) to implement financing tools and other anti-displacement strategies related to the implementation of Project Connect, which includes:

- creating with the community, neighborhood-level prevention and mitigation strategies based on the Equity Assessment Tool, and
- creating a publicly available performance dashboard to track progress on the strategies identified for implementation.
- Seek reimbursement from ATP in accordance with the Interlocal Grant Agreement, Attachment C.

5.2.3. **Capital Metro Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, Capital Metro shall:

- Dedicate the balance of its Capital Expansion to the implementation of Project Connect as provided in the Community Commitment Resolution.
- Commit all estimated revenues identified in the Estimated Long Term Contribution as provided for in the Community Commitment Resolution.
- Capital Metro (the region's designated grant recipient) shall work with ATP and FTA to meet the requirements for New Starts Capital Investment Grants and other grant opportunities and may serve as FTA Project Sponsor, in partnership with ATP, and if applicable transfer funds received from any grants received through the Capital Investment Grants Program.
- Complete the federally required National Environmental Policy Act ("NEPA") Preliminary Engineering process to obtain an FTA Record of Decision for the approved Locally Preferred Alternatives approved for the Orange, Blue and Gold Lines and MetroRapid.
- Complete the MetroRapid and MetroRail program projects and obtain reimbursement from ATP.
- Enter in interlocal agreements with ATP to transfer funding to operate and maintain Project Connect assets.
- Develop operational readiness program for each project to contract, hire, and train staff and complete other requirements to prepare for revenue service operation.
- Direct, or via contract support, perform safety inspections and complete any FTA safety certification or other requirements.
- Ensure that existing Capital Metro transit services continue to fully serve current riders and provide steady service, sharing information and timelines in relation to all service changes with sufficient advance notice.

SECTION 6. TERMINATION

- 6.1 **Automatic Termination.** This Agreement will terminate upon the earlier to occur of: 1) execution of a written termination by all Parties; 2) the dissolution of the ATP; or 3) ten years, and shall automatically renew for additional ten-year terms, unless terminated by the Parties. Upon automatic termination, all existing parties shall produce a timeline by which a superseding agreement shall be executed which allows for community engagement aligned with the Community Engagement and Inclusion Commitments outlined in section 3.2.
- 6.2 **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, provided however that the Party notifies the other Parties and provides at least a 30-day cure period prior to proceeding to a notice of termination.
- 6.3 **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 ninety (90) days' written notice as described in Section 7.1, below.

SECTION 7. DEFAULT AND REMEDIES

7.1 **Events of Default.**

7.1.1 A Party shall not be in breach or default under the terms of this Agreement for any act, omission, or failure to perform hereunder except as expressly provided in this Section.

7.1.2 Prior to declaring an Event of Default (as defined in Section 7.1.3 below) against another Party hereunder a Party must first deliver written notice to such other Party's executive officer (as described in Section 2.5) and general counsel, specifying the events and circumstances regarding such alleged breach and specifying any action which the notifying party desires the receiving Party to take to remedy such alleged breach ("Default Advisory Notice"). The receiving Party shall work in good faith with the notifying Party to resolve the matter within a reasonable amount of time but in any event no less than sixty (60) days.

7.1.3 If after delivering a Default Advisory Notice, the alleged breach is not resolved to the reasonable satisfaction of the notifying Party within sixty (60) days, then the notifying Party may declare an Event of Default against the receiving Party by delivering written notice thereof to the defaulting Party (a "Default Notice"); provided, however, that no Party shall be authorized to deliver a Default Notice unless the governing body of the notifying Party has taken official action declaring the defaulting Party to be in material breach under the terms of this Agreement in an open meeting (an "Event of Default") and

directing staff to deliver such Default Notice to the defaulting Party. After receiving a Default Notice, the defaulting Party shall have an additional sixty (60) days to cure such Event of Default or such additional amount time as may be reasonably necessary to cure such Event of Default, but only so long as such defaulting Party is diligently seeking to cure such Event of Default the ("Cure Period").

7.2 **Limitation on Remedies.** A Party shall not be entitled to pursue any remedies (whether at law or in equity) against any other Party hereunder except with respect to an Event of Default declared in accordance with Section 7.1, and then only if the defaulting Party has failed to reasonably cure such default prior to the expiration of the Cure Period therefor. The Parties' remedies for an Event of Default shall be limited to seeking declaratory or injunctive relief against the defaulting party. No Party shall be justified or otherwise permitted, by virtue of an Event of Default of another Party, to terminate this Agreement or any Supplemental Agreement, withhold performance, or suspend performance of its obligations or responsibilities hereunder or under any Supplemental Agreement, nor shall any Party be entitled to seek punitive, actual or consequential damages.

7.3 **Effect on Other Agreements.** This Section 7 shall apply only to this Agreement, and shall not apply to any Supplemental Agreement entered into by any of the Parties prior to or following the execution and delivery of this Agreement.

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

Casey Burack (or her successor)
General Counsel
700 Lavaca Street
Fourteenth Floor
Austin, TX 78701

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

Ashley Glotzer (or her successor)
Chief Counsel
2910 E. 5th Street
Austin, TX 78702

- 8.1.4 **City of Austin Address.** The address of City of Austin for all purposes under this Agreement and for all notices is the following:

Deborah Thomas (or her successor)
Interim City Attorney
301 W. 2nd Street
Fourth Floor
Austin, TX 78701

- 8.1.5. **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 (or if the dispute is between two Parties, both Parties) are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless the involved 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 endeavor to notify the other Party or Parties within five (5) business days of the occurrence of the force majeure event , 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 under 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 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 ATP, 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.
- 8.10 **Public Information Act.** The Parties are subject to the Public Information Act and any information shared between the Parties may be subject to disclosure pursuant to Texas Government Code Chapter 552, as amended.

- 8.11 **Confidential Information.** Notwithstanding Section 8.10 (Public Information Act) above, the Parties may be granted access to certain of the other Party's (or Parties') or licensor's confidential information or data (including inventions, employee information, confidential know-how, confidential business information, and other information which the Parties or their licensors consider confidential) ("Confidential Information") to provide Project Connect. Confidential Information will be transmitted in writing and clearly marked "Confidential," "Proprietary," or similarly, or if disclosed orally will be reduced to writing by disclosing Party, clearly marked "Confidential," "Proprietary," or similarly, and transmitted to the receiving Party within thirty (30) days after oral disclosure. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the non-disclosing Party and its licensors.

The Parties (including their employees, Subcontractors, agents, or representatives) agree to maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the disclosing Party, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority (including a Texas Attorney General Opinion) with proper jurisdiction. In all cases, the Parties agree to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective order. The Parties agree to use protective measures no less stringent than the Parties use in their own business to protect their own most valuable information. In all circumstances, the Parties' protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.12 **Order of Precedence.** To the extent there is a conflict between the terms of this Agreement and any Attachment, the following shall be the order of precedence for interpreting a conflict in terms: 1) this Agreement and any subsequent amendments to this Agreement; 2) any Attachments to this Agreement, as amended.
- 8.13 **Appropriation.** Other than as provided in Attachment C and Attachment D, all funding commitments under this Agreement are subject to annual appropriation by the City, Capital Metro, and ATP.
- 8.14 **Recitals.** The recitals contained in the preamble are not made a part of this Agreement.

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).

AUSTIN TRANSIT PARTNERSHIP:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Casey Burack, General Counsel

CAPITAL METRO:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Ashley Glotzer, Chief Counsel

CITY OF AUSTIN:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Deborah Thomas, Acting City Attorney

ATTACHMENTS:

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended.

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.



ATX Mobility Coalition Community Engagement Guiding Principles

Primary Objective

As Project Connect moves forward, it is critical that all parts of this program are informed and shaped by robust and community-wide engagement efforts by the City of Austin, Austin Transit Partnership, and Capital Metro. In particular, the design and development of the transit infrastructure and station areas, the planning of anti-displacement efforts and strategies, and the continuing equity-related initiatives for the entire program must include meaningful opportunities for all Austinites to provide feedback and guidance. This document highlights principles that must guide all community engagement.

Guiding Principles for Outreach

- All community engagement should prioritize participation by those most likely to be impacted by Project Connect and displacement that results from transit investments, intentionally including the following.
 - Women, trans, and non-binary individuals
 - Individuals with disabilities
 - Families with small children
 - BIPOC communities - Black people, Indigenous people, people of color
 - Members of immigrant and/or undocumented communities
 - Members of the LGBTQIA+ community
 - Youth and students at all levels
 - Low-income and working class community members
 - Members from culturally and linguistically diverse communities
 - Tenants and the unhoused
 - Individuals previously involved with the criminal justice system
 - Individuals primarily dependent on transit
 - Individuals likely to use transit as their mode of choice if provided improved service
- In addition to concerted efforts to involve the most vulnerable and impacted groups, there should be broad community-based opportunities for all Austinites to engage in the planning of the program.
- All outreach must be conducted in a manner that is accessible, i.e. individuals with different language skills and abilities should be able to engage freely and without impediments.

Guiding Principles for Process

- Create opportunities for all Austinites to be meaningfully engaged in and provide feedback on all aspects of the program.
- The voices of underrepresented and marginalized communities should be purposefully prioritized, including individuals with historical ties to the areas impacted by transit-induced displacement.
- The voices of those with experience as users of/directly impacted by public transportation should be prioritized.
- Community, neighborhood, and labor organizations should be an integral part of the process.
- All information on how the community can engage in dialogue should be clear and accessible.
- All opportunities must allow sufficient time for community members to provide informed and meaningful feedback.
- All community engagement processes must be transparent and accessible.
- Staff must proactively seek out involvement with underrepresented communities and groups.
- Where appropriate, participants must have the ability to design participation.
- All community members engaging in the process must have clarity on how their feedback will be included in the planning and how their input impacted decisions.
- As soon as possible, staff must create a fact sheet regarding the timeline of the effectuation of the equity assessment tool, the neighborhood level strategies, and the distribution of funding, highlighting the points at which the community may engage.
- The Project Connect Community Advisory Committee should be involved in guiding community engagement processes and creating a space for community members to provide feedback on all parts of the program.
- All meetings should be highlighted on a publicly available and accessible calendar with clear information on how community members can get further information.
- All community engagement processes must be responsive to COVID-19 public health risks based on the latest guidance.

Guiding Principles for Information Sharing

- All information sharing must happen in a timely and ongoing manner, including providing information in a way that allows sufficient time for community members to provide informed and meaningful feedback on an item before final decision-making.
- Create opportunities, separate from the meetings of the Project Connect Community Advisory Committee, for community members to get updates and provide feedback.
- Create a single public website that is accessible for users of all languages, abilities, and devices. The website should be managed by the City of Austin, Austin Transit Partnership, and Capital Metro staff jointly, and keep the community updated of all information and data related to the program.
- Staff should hold ongoing Project Connect office hours or create a chat function to answer community questions.
- All information regarding critical meetings should be posted at transit stations and ticket purchase points.
- Where appropriate, the City of Austin, Austin Transit Partnership, and Capital Metro should contract with local organizations to do outreach and provide community feedback.

Coalition Expectations

- Create a singular, accessible public website for the community to track all facets of Project Connect related to community engagement/feedback, the equity tool and other equity-related initiatives, anti-displacement, and other matters of interest to the community.
- Such a website must contain an up to date timeline on all aspects of Project Connect, including the development of the equity tool and neighborhood level anti-displacement strategies.
- All such information must be shared with the community through non-digital means as well.



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October 27, 2021

Dear Mayor Adler and Council Members, Chair Castro de Barrera and Austin Transit Partnership Board Members, and Chair Cooper and Capital Metropolitan Transportation Authority Board Members,

The ATX Mobility Coalition sent recommendations in relation to the Joint Powers Agreement (JPA) to your entities on October 19. While we thank staff for responding to some of our suggestions, we ask that the critical items below be addressed before adoption of the JPA by the three parties. The table below, responds to the comments of staff made in reference to our recommendations.

We recommend that the following changes be made to the JPA before adoption by the three parties at their meeting on October 29.

- Create a timeline and process, whereby, the succeeding Executive Director will replace the initial director, along with identifying which parties will be involved in the process.
- Include independent third party on-site monitoring that has been accredited by a local, community organization that is independent of construction companies and their affiliates to protect labor.
- Develop an equity matrix or a tool in collaboration with the Community Advisory Committee that allows the parties to analyze and provides a process to assess the various aspects of the project, in addition to providing goals and metrics.
- Provide sufficient time for the Community Advisory Committee to provide input on any supplemental agreements, particularly items related to equitable program development.
- Notify the CAC of all action items presented to the Technical Advisory Committees that are within its scope, with substantial time to provide input before action by the ATP Board.

We thank you for your leadership on this issue. If you have any questions, please contact Joao Paulo Connolly at joaopaulo@austinjustice.org and 512-906-7081 or Jessica Wolff at jessica@wdactionfund.org and 407-341-5683.

Sincerely,
ATX Mobility Coalition

Austin Area Urban League

Austin Justice Coalition

Planning Our Communities

People United for Mobility Action

Workers Defense Action Fund



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| ATX Mobility Coalition Responses to Staff Comments and Recommendations | | | | | | |
|--|--|-----------------------------|--|---|---|--|
| # (from original staff sheet) | Comment Source | Section Reference | Community Advisory Committee, ATX Mobility Coalition Comment | Staff Response | Staff Comments | ATX Mobility Coalition Comment Response |
| 1 | Community Advisory Committee, ATX Mobility Coalition | 2.7 Supplemental Agreements | "...These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues in property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. <u>Before final adoption by the governing bodies of the parties, all proposed language in supplemental agreements must be submitted for review by the CAC and made public for review by the community at large, providing a time frame of no less than eight weeks for review and feedback. As necessary, the community engagement must be conducted with a clear process in accordance with the Community Engagement and Inclusion Commitments outlined in section 3.2.</u> The existing supplemental agreements between the Parties are listed in <u>Attachment B</u> , and Executive Leadership shall ensure that staff maintains a list and records of such agreements and actions that relate to Project Connect." | Staff supports elements of this change. | Staff does not agree with the eight weeks notice commitment, as it may be beyond the typical public review timeframe for certain actions taken by City Council, the Capital Metro Board or ATP Board. Additionally, review by CAC for all agreements may be beyond the scope of the CAC, per the interlocal agreement creating the CAC. Modified language proposed by staff is reflected in JPA v2 Redline, section 2.7 (page 6-7). | Staff's changes to JPA v2 Redline do not address the original concerns and necessitate further action by the bodies. It is critical to change this section to allow for transparency and community engagement. It is equally critical to involve the CAC in reviewing all items within its scope and provide sufficient time for the body to engage. The "typical public review timeframe" does not give the CAC enough time to review complex documents and schedule a meeting to provide feedback to staff in a timely manner. Thus, it is critical to provide substantial time for the CAC to be able to provide input on any supplemental agreements. |
| 4 | Community Advisory Committee, ATX Mobility Coalition | 3.1 Joint Commitments | Add: " <u>• The Parties commit to prioritizing staff resources to support the development and implementation of a publicly available equity analysis tool that analyzes the design, construction, and operation of all Project Connect transit projects,</u> | Staff supports elements of this change. | ATP's Director of DBE and CapMetro's Director of Diversity, Equity and Inclusion are planning the creation of transit equity goals and metrics. Modified language proposed by | Staff's changes to JPA v2 Redline do not meaningfully address the original concerns and necessitate further action by the bodies. What is recommended is a matrix or a tool that allows the parties to analyze and |



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| | | | <u>including, but not limited to, assessing wider community impacts. Such a tool must be co-created with the Project Connect Community Advisory Committee and must include comprehensive opportunities for collecting and responding to feedback from transit users, community members, and key stakeholder groups."</u> | | staff is reflected in JPA v2 Redline, section 3.1. (page 8). | provides a process to assess the various aspects of the project in a robust way, in addition to providing goals and metrics. It is critical that the CAC is involved in this work and allowed to co-create the tool with staff because this task is within the scope of the CAC, per the interlocal agreement creating the CAC. Creating such a tool or matrix is necessary to establish and follow a shared understanding of equity throughout the lifetime of the program. |
| 11 | Community Advisory Committee, ATX Mobility Coalition | 3.2.7 Community Advisory Committee | "...and advising on anti-displacement and equity matters related to Project Connect <u>and corresponding programs</u> . Additionally, the CAC will assist the community and the City Council in the creation and evaluation of neighborhood level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement. The CAC will provide input <u>and recommendations</u> on program equity along with the ATP Board Technical Advisory Committees <u>and shall be notified in the same capacity and with the same amount of time prior to decisions being made as the ATP Board. Staff Liaisons will notify CAC members of upcoming TAC meetings, including providing an annual calendar of meetings and agendas, as they are prepared</u> . CAC members may attend TAC meetings." | Staff supports elements of this change. | "Corresponding programs" expands the scope of the CAC potentially beyond Project Connect. The Technical Advisory Committees are not subject to the Open Meetings Act, therefore their agendas are not always well known in advance. Modified language proposed by staff is reflected in JPA v2 Redline, section 3.2.7 (page 11). | Staff's changes to JPA v2 Redline do not meaningfully address the original concerns and necessitate further action by the bodies. The original recommendation was that any items brought before the ATP Board Technical Advisory Committees for input should be brought before the CAC for consideration as well, particularly as they relate to the scope of the CAC. It is critical that the CAC is notified of such items with substantial time to provide input before action on the item by the ATP Board. |
| 16 | Community Advisory Committee, ATX | 4.2.2 Executive Director | "In accordance with the Bylaws, ATP shall appoint an Executive Director. The Executive Director of the Corporation shall be the | N/A | Staff defers the decision to the governing bodies of the three parties. | The changes suggested in the JPA v2 Redline do not address the original concerns and necessitate further action by the |



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| | Mobility Coalition | | chief executive officer of ATP and shall in general supervise and control all of the business and affairs of ATP. <u>The President and CEO of Capital Metro will serve as the initial Executive Director at the start of the project. Within one year after voter approval, The ATP Board, Austin City Council, and Capital Metro Board shall define the terms and conditions under which the ATP Board will appoint succeeding Executive Directors and evaluate performance so as to ensure the independence of the ATP.</u> " | | | bodies. It is integral that the parties lay out a timeline and process, whereby, the succeeding Executive Director will replace the initial Executive Director, along with having a robust discussion on what parties will be involved in making this decision. This is critical, in order to ensure clarity in governance, avoid conflicts of interest, ensure transparency and maintain community trust, and ensure equitable development of the program. |
| 17 | Community Advisory Committee, ATX Mobility Coalition | 4.3 Commitments of ATP | "Developing and implementing a policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program which includes City of Austin hiring goals as allowed by federal law and regulations, <u>including but not limited to: wages no less than the City of Austin living wage, completion of OSHA 10-hour training, workers' compensation, hiring goals from craft training programs, independent third party on-site monitoring accredited by a local, community organizations that is independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws. In addition, procurement policy will include City of Austin hiring goals as allowed by federal law and regulations.</u> " | Staff supports elements of this change. | Modified language proposed by staff is reflected in JPA V2 Redline, Section 4.3 (page 15-16). | Staff's changes to JPA v2 Redline do not meaningfully address the original concerns and necessitate further action by the bodies. Most critically, the protections for labor must include independent third party on-site monitoring that has been accredited by a local, community organization that is independent of construction companies and their affiliates. The current program which will be utilized for the MetroRapid lines does not meet these requirements because they do not allow for independent monitoring. |



MEMORANDUM

TO: City of Austin Mayor and Council Members, Austin Transit Partnership Board Chair and Board Members, Capital Metropolitan Transportation Authority Board Chair and Board Members

FROM: Awais Azhar, Chair, Project Connect Community Advisory Committee

CC: Randy Clarke, President and CEO, Capital Metropolitan Transportation Authority; and Executive Director, Austin Transit Partnership
Spencer Cronk, City Manager, City of Austin
Project Connect Community Advisory Committee Members

DATE: October 19, 2021

SUBJECT: Project Connect Community Advisory Committee Recommendations – Joint Powers Agreement Between Austin Transit Partnership and Capital Metropolitan Transportation Authority and the City of Austin

The Project Connect Community Advisory Committee recommends that the Austin City Council, Austin Transit Partnership (ATP) Board of Directors and Capital Metropolitan Transportation Authority (Capital Metro) Board of Directors make the changes suggested in Exhibit A before adopting the Joint Powers Agreement.

We appreciate the commitments already encapsulated in the draft Joint Powers Agreement but recommend the changes in Exhibit A to ensure that:

1. the Project Connect Community Advisory Committee has sufficient time, knowledge, and resources to engage with the community and advise the three parties on pertinent matters in the future;
2. the parties identify a clear process to appoint the succeeding Executive Director of the ATP who will replace the initial Executive Director in order to guarantee the independence of the ATP from the City or Capital Metro, as promised in the interlocal cooperation agreement creating a local government corporation, the articles of incorporation of the ATP, and bylaws of the ATP;
3. all major decisions throughout the lifetime of the project are made through a transparent and public process, with opportunities for the community to engage in a meaningful way;

4. all parties highlight their commitment to equity by creating and implementing a joint project-wide equity analysis tool; and
5. all workforce and procurement policies provide equitable worker protections, independent third-party oversight, working conditions, and workforce development opportunities.

If you should have any questions, I can be reached at bc-awais.azhar@austintexas.gov.

Date of Approval: October 19, 2021

Record of the vote: Approved on a 8-0-0 vote (Committee Members Elias, Foehner, Fong, Lopez, and Shapiro absent)

Attest: , Project Connect Community Advisory Committee Chair

**Joint Powers Agreement Between
Austin Transit Partnership and
Capital Metropolitan Transportation Authority and the City of Austin**

This Joint Powers Agreement (“Agreement”) is entered into between Austin Transit Partnership (“ATP”), a joint local government corporation created under Ch. 431 of the Texas Transportation Code, the City of Austin, Texas (the “City”), a home-rule municipality incorporated by the State of Texas, 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 Council and the Capital Metro Board recognized the benefits of a high-capacity transit system and determined that implementation of the Project Connect System Plan will create an integrated transit system that addresses transit needs for safer, faster, and more reliable transportation that will improve access to essential services, such as education, health care, food access, childcare, jobs, and open space especially in historically underserved and underrepresented communities, and which will manage congestion, create jobs, improve the environment, and better connect people in our community; and

The voters of the City of Austin also recognized the benefits of Project Connect by approving a ballot measure at the November 3, 2020 special election to provide dedicated funding to an independent board to oversee the implementation of the Project Connect System Plan, including investment in transit-supportive anti-displacement strategies; and

The Capital Metro Board voted to provide the balance of its Capital Expansion Fund in the Fiscal Year 2021 and to commit certain long-term contributions to the furtherance of Project Connect upon voter approval; and

The Federal Transit Administration oversees transit and transit-supportive grant programs, providing federal grants to transit projects based on the following criteria: land use, cost effectiveness, mobility improvements, congestion relief, environmental benefits, and economic development, and the programs within the Project Connect System Plan are eligible to seek such a grant; and

The City Council and Capital Metro Board created a joint local government corporation, named Austin Transit Partnership, to serve as the independent entity responsible for the implementation of the Project Connect System Plan, including the financing of acquisition, construction, equipping, and funding operations of the expanded system; and

The City and Capital Metro must take the necessary actions to fulfill the commitments contained in the City Contract with the Voters and the Capital Metro Funding and Community Commitment, which includes entering into a Joint Powers Agreement; and

The City and Capital Metro entered into an interlocal agreement, providing that the Parties will execute a Joint Powers Agreement delineating the roles and responsibilities of all three Parties among other commitments; and

The Parties have properly authorized their agreement in accordance with Interlocal Cooperation Act, Texas Government Code Chapter 791. Through this Agreement the Parties confirm their commitment to and support of Project Connect and agree to cooperate and coordinate in good faith to assist each other in satisfying their respective obligations under this Agreement and to facilitate the timely implementation of Project Connect.

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 agreement between ATP, the City, and Capital Metro, entered into together with all Attachments thereto.
- 1.1.2. "ATP" means the Austin Transit Partnership, sometimes referred to as the Joint LGC or Corporation. ATP is a local government corporation, incorporated on December 22, 2020, created in compliance with 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")
- 1.1.3. "ATP Board" means the Austin Transit Partnership Board of Directors, as provided for in the Articles of Incorporation and Bylaws.
- 1.1.4. "Capital Metro Board" means the Board of Directors for the Capital Metropolitan Transportation Authority.
- 1.1.5. "City Council" means the City Council of the City of Austin, Texas.
- 1.1.6. "Executive Leadership" means the City of Austin City Manager, the Capital Metro President & CEO, and the ATP Executive Director.

- 1.1.7. “Federal Transit Administration (FTA)” means the operating administration of the U.S. Department of Transportation which oversees the Capital Investment Grant (CIG) Program and provides oversight and review of grant recipients and operators.
- 1.1.8. “Financial Model” means the September 2020 Project Connect Integrated Financial Model developed by PFM Financial Advisors, LLC which provides the cash flow model for the implementation of Project Connect.
- 1.1.9. “Fiscal Year” means that twelve-month time period between any October 1 and the next following September 30.
- 1.1.10. “Foundational Texts” means the documents that are 1) instrumental to the adoption of the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines as a component of Capital Metro’s long-term transit plan and the City of Austin’s Strategic Mobility Plan (the transportation element of the Imagine Austin Comprehensive Plan), 2) instrumental to the corporate formation and establishment of the Austin Transit Partnership, and 3) instrumental to voter approval of Proposition A at the November 3, 2020 tax rate election which dedicated a portion of the City’s property tax revenue to implementation of Project Connect. These documents include:
- 1.1.10.1. Resolutions related to the Project Connect System Plan and Locally Preferred Alternatives (LPAs): The June 10, 2020 concurrent resolutions adopting and supporting the Project Connect System Plan and Locally Preferred Alternatives for Orange, Blue, Gold, Green and MetroRapid Lines. (CMTA Res. No. AI-2020-1273, COA Res. No. 20200610-002).
- 1.1.10.2. Articles of Incorporation: The Articles of Incorporation jointly approved by City Council and the Capital Metro Board and filed with the Secretary of State.
- 1.1.10.3. Bylaws: The bylaws for organization and meetings of the ATP Board approved by the Capital Metro Board and City Council and adopted by ATP.
- 1.1.10.4. Community Commitment and Contract with Voters: The August 12, 2020 concurrent resolutions that provide the funding commitments of the City and Capital Metro and direction to ATP to achieve certain

policy directives. (CMTA Res. No. AI-2020-1297, COA Res. No. 20200812-015, COA Ord. No. 20200812-009).

- 1.1.10.5. Creation of ATP Resolutions: The December 18, 2020 concurrent resolutions directing the creation of ATP and approving the Articles of Incorporation and Bylaws as required by TEX. TRANSP. CODE § 431.101(a). (CMTA Res. No. AI-2020-1399, COA Res. No. 20201218-002).
- 1.1.10.6. Election Order and Canvass: The election order (Ord. No. 20200812-009) providing for a City of Austin tax rate election held on November 3, 2020 allowing voters to approve Proposition A and canvass (COA Res. No. 20201117-001) certifying that Proposition A received a majority of votes and passed. The voter approved ballot language:
“Approving the ad valorem tax rate of \$0.5335 per \$ 100 valuation in the City of Austin for the current year, a rate that is \$0.0875 higher per \$100 valuation than the voter-approval tax rate of the City of Austin, for the purpose of providing funds for a citywide traffic-easing rapid transit system known as Project Connect, to address traffic congestion, expand service for essential workers, reduce climate change emissions, decrease traffic fatalities, create jobs, and provide access to schools, health care, jobs and the airport; to include neighborhood supportive affordable housing investments along transit corridors and a fixed rail and bus rapid transit system, including associated road, sidewalk, bike, and street lighting improvements, park and ride hubs, on-demand neighborhood circulator shuttles, and improved access for seniors and persons with disabilities; to be operated by the Capital Metropolitan Transportation Authority, expending its funds to build, operate and maintain the fixed rail and bus rapid transit system; the additional revenue raised by the tax rate is to be dedicated by the City to an independent board to oversee and finance the acquisition, construction, equipping, and operations and maintenance of the rapid transit system by providing funds for loans and grants to develop or expand transportation within the City, and to finance the transit-supportive anti-displacement strategies related to Project Connect. Last year, the ad valorem tax rate in the City of Austin was \$0.4431 per \$100 valuation.”
- 1.1.10.7. Interlocal Cooperation Agreement, as Amended, for the Creation of a Local Government Corporation (“Initial Agreement”): The August

7, 2020 approved interlocal agreement between the City and Capital Metro which primarily provides that upon a successful election, 1) a joint local government corporation will be created and a board appointed, 2) the City and Capital Metro will provide the committed funds and support Project Connect until this joint powers agreement is finalized, 3) formally create and appoint members to a Community Advisory Committee.

- 1.1.11. “Investment Map and Associated Implementation Sequence Plan” means the approved map of infrastructure components of Project Connect and sequence plan in which they will be designed, constructed and made operational, as may be amended by the City Council and Capital Metro Board. The Investment Map and Associated Implementation Sequence Plan are provided hereto as Attachment A.

SECTION 2. GENERAL TERMS

- 2.1. **Overall Objectives.** In accordance with Creation of ATP Resolutions, the objective is for ATP to “aid and act on behalf of the City and Capital Metro to accomplish a governmental purpose by implementing the Project Connect System Plan”. The Articles of Incorporation provide the purpose and objective of ATP:

“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 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.”

- 2.2. **Purpose and Scope.** The purpose of this Agreement is to set forth the roles and responsibilities of all three Parties in a manner that further details ATP as the principal entity responsible for implementing Project Connect in a manner independent of the City and Capital Metro. The scope of this Agreement is in accordance with the Foundational Texts.
- 2.3. **Agreement Term.** The term of this Agreement shall commence on October 29, 2021, and will terminate upon mutual consent of the Parties; provided, however, that the confidentiality provisions in the Agreement shall survive termination of this Agreement.

- 2.4. **Entire Agreement.** All oral agreements between the Parties to this Agreement relating to ATP 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. In accordance with the Foundational Texts, this Agreement, along with the following attachments, which are hereby incorporated, constitute the entire Joint Powers Agreement between the Parties:

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended.

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

- 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 Executive Director of ATP, President & CEO of Capital Metro and the City Manager for the City or their designees.
- 2.6. **Amendments.** Any 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 Executive Director of ATP for consideration and possible action by the ATP Board, 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 upon execution, or as otherwise mutually agreed, of a written agreement by all Parties.
- 2.7. **Supplemental Agreements.** The Parties also recognize that, in addition to this Agreement, the implementation of Project Connect will require the Parties to subsequently address a variety of matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate ATP, City and Capital Metro staffs, and, when necessary, adopted by the governing bodies of the Parties. These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues in property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. Before final adoption by the governing bodies of the parties, all proposed language in supplemental agreements must be submitted for review by the

CAC and made public for review by the community at large, providing a time frame of no less than eight weeks for review and feedback. As, necessary, the community engagement must be conducted with a clear process in accordance with the Community Engagement and Inclusion Commitments outlined in section 3.2. The existing supplemental agreements between the Parties are listed in Attachment B, and Executive Leadership shall ensure that staff maintains a list and records of such agreements and actions that relate to Project Connect.

- 2.8. Findings.** Each of the Parties find that entering into this Agreement for the purposes in this Agreement is for the benefit of the residents of the City.

SECTION 3 COMMITMENTS OF THE PARTIES

3.1 Joint Commitments

The Parties agree to the following commitments and responsibilities:

- The Parties recognize that Project Connect will bring light rail transit to Austin and truly deliver a citywide transit system with expanded services including, but not limited to, bus, neighborhood circulators, and commuter rail. As such, the nature and scale of the design and linear construction of Project Connect will be the first of its kind within Austin and differs significantly from private development and transportation and public works projects that are familiar to the Parties. The Parties further acknowledge that Project Connect is funded by public tax revenues, and the Parties are responsible for being good stewards of public funds. The Parties further acknowledge the need to assess and proactively address displacement impacts and equity concerns as stated in the Community Commitment Resolution and Contract with Voters Resolutions. Therefore, the Parties commit to being innovative and holistic in the development of processes, procedures, reviews and regulations tailored to Project Connect to achieve effective decision-making and cost effectiveness. Executive Leadership shall spearhead these efforts and direct staff to develop such process, procedures, and regulations, and when necessary, bring an action for adoption by the governing bodies of the Parties.
- The Parties commit to continuing a working relationship that will provide for the resolution of issues and the completion of Project Connect, in accordance with the Foundational Texts, this Agreement, and the Implementation Sequence Plan. Executive Leadership commits to establishing a dispute resolution process for the Project Connect program.
- The Parties commit to prioritizing staff resources to support the scope, schedule, and program budgets during planning, design review, construction, and inspections for Project Connect transit projects.
- The Parties commit to prioritizing resources to ensure all permit and inspection documents are complete and permit and inspection approvals are streamlined and efficient to support the Project Connect schedules and program budgets.

- The Parties commit to identifying opportunities for efficiencies, cost sharing, reimbursement method, and other agreements, as appropriate.
- The Parties commit to working together to identify and pursue future opportunities to leverage regional, state and federal funding for Project Connect.
- The Parties commit to working on the Utility Rules of Practice (“UROP”) to serve as the methodology for analyzing, reviewing, and approving potential utility conflicts for Project Connect.
- The Parties commit to negotiating and, if necessary, bringing to the governing bodies for approval, any agreements and resolutions or ordinances required to timely implement the projects in accordance with the Implementation Sequence Plan.
- -The Parties commit to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, rollout, operations, station location, and project timelines.
- The Parties commit to prioritizing staff resources to support the development and implementation of a publicly available equity analysis tool that analyzes the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts. Such a tool must be co-created with the Project Connect Community Advisory Committee and must include comprehensive opportunities for collecting and responding to feedback from transit users, community members, and key stakeholder groups.

3.2 **Community Engagement and Inclusion Commitments**

- 3.2.1 **Community Engagement Process.** To effectively engage with members from different neighborhoods with different ethnic and racial identities, income, resource and education levels, and sexual and gender identities, outreach and engagement must be designed specifically for their needs and be sensitive to cultural differences within communities. In their delivery of the Project Connect program elements, each Party will seek to understand each community’s unique history, values, priorities, concerns, and communication methods to help learn from these community members; include their voices-feedback and guidance in project planning, development, ~~and~~ implementation, and operations; and understand the different needs of each community to improve and increase access to essential services with a direct focus on under-resourced communities. This should include upfront clarification, followed by a report back to the Community Advisory Committee and to the community in an easily accessible and public manner, on how community feedback and guidance is collected, analyzed, and incorporated in project planning, development, implementation, and operation.
- 3.2.2 **Priority Populations.** The communities most likely to be impacted by Project Connect, also referred to as priority populations, that shall be prioritized in the community engagement process are the following:
- BIPOC communities (Black people, Indigenous people, and people of color);
 - Women, trans, and non-binary individuals;

- Individuals with disabilities;
- Families of all kinds;
- Members of immigrant and/or undocumented communities;
- Members of the LGBTQIA+ community;
- Youth and students, especially those who are cost-burdened or severely cost-burdened, based on federal guidelines;
- People who are cost-burdened and severely cost-burdened, based on federal guidelines;
- Members from culturally and linguistically diverse communities;
- Renters and the unhoused;
- Senior homeowners;
- Individuals who were previously incarcerated;
- Individuals primarily dependent on transit for transportation needs;
- Small businesses owned and/or operated by BIPOC, women, people with disabilities, and members of LGBTQIA+ community;
- Community, neighborhood, creative, cultural, labor, and nonprofit organizations, particularly those serving communities most likely to be impacted by Project Connect;

3.2.3 Community Engagement Guiding Principles. The Parties shall utilize the following guiding principles in the planning and execution of community engagement work:

- Continue creating opportunities for priority populations to engage meaningfully in, and provide feedback on, all aspects of the Project Connect program, including but not limited to project planning and proposed anti-displacement strategies.
- Provide greater weight to voices of priority populations in the analysis and use of community feedback.
- All information on how the community can engage shall be provided in English as well as the language of preference for the community sought for engagement. All communication shall be designed and written to be clear and accessible, including to those with hearing and visual impairments.
- In public engagement processes, define how participants' feedback will be included as well as how participant feedback impacts decisions.
- Opportunities shall allow time for community members to review materials, provide informed and meaningful feedback, and understand how feedback is incorporated before a decision is made.
- Results of community engagement, including recommendations and policy/program decisions, will be transparently and accountably documented.
- The Project Connect Community Advisory Committee shall be comprehensively and consistently consulted and involved in the process, including being regularly informed in advance of all major decisions in a timely manner that allows for informed decision-making~~regularly informed~~ so that they can effectively assist staff with community engagement processes and create a space for community members to provide feedback on the program.

- All public engagement opportunities shall be highlighted on a publicly available and accessible calendar and shared through various communication methods with clear information on how community members can obtain further information.
- Project Connect program updates shall be shared with the community via digital and nondigital communications.
- Prior to any public meeting, outreach, or engagement opportunity, the responsible party shall provide sufficient advance notice for meaningful participation to individuals, businesses, or organizations that will be impacted by the project.

3.2.4. Community Engagement Reporting. The Parties shall make a substantial effort to collect disaggregated demographic data for all participants in its outreach and engagement efforts, including public meeting solicitations and public comments, and shall report that information annually or more frequently via a comprehensive~~the~~ Community Engagement Dashboard~~or another tool~~. The information may include, but not be limited to: race, ethnicity, age, gender, gender identity and expression, housing tenure (renter/owner/other), income level, and ZIP code. Any participant asked to provide demographic information will not be required to provide that information as a condition for participating in any outreach or engagement effort or to provide public comment.

3.2.5. Public Involvement Plans. Throughout the program, project teams may create project-specific public participation plans for each project in the Project Connect program. The plans will be flexible and adaptable to the needs of the community throughout the given project, and the plans will, at minimum:

- Identify the communities, businesses, organizations, and other stakeholders who are impacted or potentially impacted by the project.
- Design a plan that identifies specific engagement tools and techniques to meaningfully engage stakeholders, prioritizing tools that are most appropriate to the context and community of the specific stakeholders for the project. This should include both online and on-location/in-person opportunities and tools.
- Leverage and coordinate opportunities with other engagement efforts from partner agencies, institutions, and community-based organizations.
- Allow flexibility to amend strategies to aim for greater participation from priority populations if data from outreach and engagement efforts show that priority populations are not proportionally represented.
- Identify a process to “report back” to the communities, individuals, and groups that participated, including information on how their feedback was used or, if not used, why. The online Community Engagement Dashboard ~~shall~~may be used to help further this direction.
- Address accessibility, including language accessibility through translation and interpretation services, diversity of in-person locations and venues, etc., and the ability of people to attend. Provide incentives and other tools to facilitate participation (e.g., food, childcare, variety of meeting times, etc.). The public participation plans ~~shall~~should also leverage resources already mobilized specifically

for Project Connect, such as the Project Connect Community Advisory Committee, ATP Board Technical Advisory Committees, the Project Connect Advisory Network (PCAN), and Orange and Blue Line Working Groups.

- The public involvement plans shall be reviewed by the Project Connect Community Advisory Committee and the ATP Board Technical Advisory Committees.

- 3.2.6. Communications. The Parties shall develop communication tools and strategies to reach racially, ethnically, and geographically diverse communities regarding the Project Connect program. Communications tools will include methods designed to reach marginalized communities and people who do not have access to the internet or other forms of digital communications. These may include, but are not limited to, door-to-door canvassing, telephone canvassing, direct mail, and contracting with community-based organizations with experience serving marginalized and under-resourced communities.

ATP and Capital Metro will also utilize social media and the Project Connect website (ProjectConnect.com) as a communication tool to provide information to the community about the transit elements of the program and allow people to subscribe and receive pre-construction, construction, and operations notifications and other appropriate updates on a regular basis or as they are posted. ATP shall provide equal opportunity for such subscriptions and notifications to individuals who do not have access to the internet.

- 3.2.7 Community Advisory Committee. The Community Advisory Committee (CAC) was convened to assist ATP, City Council, and the Capital Metro Board in engaging the community and advising on anti-displacement and equity matters related to Project Connect and corresponding programs. Additionally, the CAC will assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement. The CAC will provide input and recommendations on program equity along with the ATP Board Technical Advisory Committees and shall be notified in the same capacity and with the same amount of time prior to decisions being made as the ATP Board. Staff Liaisons will notify CAC members of upcoming TAC meetings, including providing an annual calendar of meetings and agendas, as they are prepared. CAC members may attend TAC meetings.

The recommendations made by the CAC related to displacement mitigation measures or equity issues that impact historically underserved populations must be considered at a public meeting of ATP, the City, or Capital Metro, as appropriate, in accordance with the recommendations made.

The CAC shall be composed of an odd number, at least eleven members, plus an ex-officio member, appointed by the City Council and Capital Metro Board. Five members will be appointed from the following five existing advisory groups (one member each):

- City of Austin Urban Transportation Commission
- City of Austin Mayor's Committee for People with Disabilities
- City of Austin Community Development Commission
- Capital Metro's Customer Satisfaction Advisory Committee
- Capital Metro's Access Advisory Committee

The City Council, ATP Board, and Capital Metro Board may appoint additional members to the Committee.

The City and Capital Metro shall initiate a widely publicized nomination process for the CAC Community Members in a manner that is accessible and easy to navigate, and that promotes a large, diverse, and qualified applicant pool, reducing barriers to the application process and committee membership, including but not limited to language access, digital access, or providing information to interested community members. This nomination process shall be articulated on a public facing web page and shall allow for community engagement. To the fullest extent possible, the City shall work with community organizations/groups to ensure that historically marginalized communities most impacted by mass-transit are able to engage with the CAC selection process.

Capital Metro and the City shall form a Nominating Committee for the selection of members to the CAC. A qualified member of the community shall submit an application to the Nominating Committee. The Nominating Committee will consist of the Chairs, or a Committee Member designee of the Chair, of the City Council Housing and Planning Committee, City Council Mobility Committee, City Council Audit and Finance Committee, Capital Metro Finance, Audit and Administration Committee, and Capital Metro Operations, Planning and Safety Committee. After review of the submitted applications, the Nominating Committee shall recommend a slate of six applicants based on their qualifications. The City Council and the Capital Metro Board of Directors shall, upon their joint approval of the slate, jointly appoint the CAC Members as nominated by the Nominating Committee.

The slate of candidates selected by the Nominating Committee shall provide for geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints, socio-economic status, and lived experience. Members shall be selected based on their experience as users of and/or directly impacted by public transportation and connection to community, neighborhood, and/or labor organizations. The Advisory Committee should be representative of Austin's diverse community with nominations for membership inclusive of women, families with small children, Black people, indigenous people, people of color, people from immigrant and/or undocumented populations, members of the LGBTQIA+ community, students, and workers' rights advocates, among others. A variety of interests and experience should also be considered, including community organizing, household affordability, environment and conservation, green

planning and design, housing and transportation, urban planning and architecture, health and human services, accessibility, small, local and minority owned business, mobility justice, and/or other relevant topics as they relate to transit.

The CAC bylaws must be approved by the ATP Board. The CAC will be supported by ATP and the City staff liaisons. Staff liaisons will ensure that the committee complies with the Texas Open Meetings Act requirements, any deadlines, and other rules and statutory requirements. The ATP Executive Director and City Manager will appoint an administrative staff person to help the committee prepare agendas, post meeting notices, schedule staff briefings, keep the committee apprised of all items being considered by the ATP Board and Technical Advisory Committees, maintain minutes, and keep attendance records for committee members. The City and Capital Metro shall send a courtesy copy of their CAC appointments to the ATP staff liaison.

SECTION 4. ROLES AND RESPONSIBILITIES OF AUSTIN TRANSIT PARTNERSHIP

4.1 Authority of ATP. ATP shall have all powers allowed by law and as defined in its Articles of Incorporation including but not limited to:

- 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 ATP, and to enter into interlocal agreements with Capital Metro for the operation and maintenance of assets constructed by the Corporation.
- Acquire and hold title to real and personal property and interests in real and personal property, and sell real and personal property;
- Procure professional and other services necessary for the design, construction, financing, and permitting of Project Connect;
- Accept funds and property appropriated by the City and Capital Metro and by other entities;
- Apply for grants of funds, services, and things of value and to accept awards of such grants;
- Accept donations of funds, services and things of value;
- Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the implementation of Project Connect as stated above; and
- Engage in other lawful activities to accomplish the implementation of Project Connect as stated above.

4.2 Governance of ATP.

- 4.2.1 ATP Board. The management of the affairs of the ATP shall be vested in the ATP Board in accordance with the Articles of Incorporation which establishes the membership, terms and appointment process for the ATP Board.
- 4.2.1.1 Budget. In accordance with the Initial Agreement, the ATP Board shall develop an annual budget for each fiscal year that must be approved by the ATP Board annually.
- 4.2.1.2 Internal Auditor. In accordance with the Initial Agreement, the ATP Board shall engage an internal auditor to perform advanced audit and finance functions.
- 4.2.1.3 Financial Reports. In accordance with the Bylaws, the ATP 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 ATP Board shall cause the preparation of a financial statement which shall be audited by an independent certified public accountant or firm of independent certified public accountants retained by the ATP Board for such purpose. The financial statement audit must follow generally accepted accounting principles for governments and must be submitted to the City of Austin's Controller's Office no later than _____ each year for inclusion in the City's Annual Comprehensive Financial Report.
- 4.2.1.4 Advisory Committees. ATP Board Technical Advisory Committees. The ATP Board may establish technical advisory committees and select members via a widely publicized and transparent application process. Each committee will have a board liaison and assigned ATP staff. ATP will work with the City and Capital Metro to provide the agenda and meeting information prior to any ATP technical advisory committee meeting to ensure their representation is included, depending on the agenda items. Membership and agendas for the committees should be shared publicly. Board liaisons may report on committee feedback at ATP Board meetings. The ATP Board may create additional technical advisory committees as the needs of the Program evolve.
- 4.2.2 Executive Director. In accordance with the Bylaws, ATP shall appoint an Executive Director. The Executive Director of the Corporation shall be the chief executive officer of ATP and shall in general supervise and control all of the business and affairs of ATP. The President and CEO of Capital Metro will serve as the initial Executive Director at the start of the project. Within one year after voter approval, the ATP Board, Austin City Council, and Capital Metro Board shall define the terms and conditions under which the ATP Board will appoint succeeding Executive Directors and evaluate performance so as to ensure the independence of the ATP.

4.2.3 **Joint Annual Meeting.** The Executive Director shall organize and provide for a Joint Annual Meeting of the Parties. The Executive Director shall present on ATP's progress in implementing Project Connect. The annual report shall include a presentation on the project statuses, financial status of ATP, implementation of and compliance of ATP Workforce and Equity policies, and progress towards implementation of Project Connect.

4.3 **Commitments of ATP.** The Community Commitment Resolution and Contract with Voters Resolutions requires ATP to adopt policies that will meet the commitments made by City Council and the Capital Metro Board to the voters. The ATP Board has taken action to either meet these commitments or ensure they will be met. ATP agrees to effectuate these policies to ensure that the vision of Project Connect as an equitable transit system is realized. ATP commits to implementing the following Workforce and Equity Policies:

- Developing and implementing 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.
- Developing and implementing a Disadvantaged Business Enterprise Program to meet and comply with federal regulations to ensure that maximum opportunities are available to women, minority, and small businesses, including veteran-owned businesses, to participate.
- Developing and implementing a policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program ~~which includes City of Austin hiring goals as allowed by federal law and regulations,~~ including but not limited to: wages no less than the City of Austin living wage, completion of OSHA 10-hour training, workers' compensation, hiring goals from craft training programs, independent third party on-site monitoring accredited by a local, community organizations that is independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws. In addition, procurement policy will include City of Austin hiring goals as allowed by federal law and regulations.
- Developing and implementing a procurement policy that ensures ensure a living wage as established by the City of Austin or 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 promote the hiring of local workers where allowed by federal law and regulation.
- Notify the City Manager or City Manager's designee of substantive changes to the above Workforce and Equity Policies.

4.4 **Responsibilities of ATP.** As stated herein, it is the responsibility of ATP to implement Project Connect. ATP shall work with Capital Metro (the region's designated grant recipient) and FTA to meet the requirements for New Starts Capital Investment Grants

and other grant opportunities. ATP shall receive funding from: (i) the City and Capital Metro, (ii) federal or other grants, and (iii) other funding sources as necessary.

- 4.4.1 Financial Modeling and Planning. The Financial Model shall not be updated or changed until the light rail project components reach 30% design. Thereafter, ATP shall update and review the cash flow model annually in concert with the Implementation Sequence Plan, and as otherwise needed to establish the financial status of ATP in implementing Project Connect.

The review should determine if the Implementation Sequence Plan requires adjustment. ATP shall present its findings and recommended actions at the Joint Annual Meeting but may also request a special-called meeting of the Parties for changes to the Implementation Sequence Plan as needed.

- 4.4.2 Funding Allocations and Procedures for Use of Funds for Transit-Supportive Anti-Displacement Strategies Related to the Implementation of Project Connect. ATP shall follow the procedures in the ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs (approved by City Council on March 25, 2021 [Item No. 35], and ATP Board on March 17, 2021 [Resolution No. ATP-2021-012; Action Item No. 3]), provided hereto as Attachment C, which requires ATP to reimburse up to \$300 million for the City to implement transit-supportive anti-displacement strategies.

- 4.4.3 Utility and Right-of-Way Agreements. Project Connect transit projects will largely be delivered within existing City of Austin right-of-way or Capital Metro right-of-way.

- ATP shall coordinate with the City and Capital Metro to align coordination between the Parties and both public and private utilities.
- ATP shall work with the City to develop a Utilities Rules of Practice.
- ATP shall coordinate with the City and Capital Metro for temporary and permanent use of right-of-way.

- 4.4.4 Design Review and Permitting Standards. In accordance with Sections 3 and 5 of this Agreement, ATP shall provide and prioritize resources to develop and provide for design review and permitting standards that support the scope, schedule, and program budgets of Project Connect.

- 4.4.5 Records. ATP shall maintain records documenting its implementation of and compliance with the policies listed in Section 4.3, and shall make such documents available to the City and Capital Metro at ATP's offices, at all reasonable times and as often as the City or Capital Metro may deem necessary during the Agreement.

SECTION 5. ROLES AND RESPONSIBILITIES OF THE CITY OF AUSTIN AND CAPITAL METRO

5.1. **Joint Responsibilities of City Council and the Capital Metro Board.** The Capital Metro Board and City Council have the following duties:

- supporting ATP in the implementation of Project Connect to ensure ATP achieves the governmental purpose for which it was jointly created;
- appointing ATP Board members in accordance with the nomination and appointment process provided for in the Articles of Incorporation;
- reviewing proposed amendments to the Articles of Incorporation and Bylaws as put forth by ATP; and
- modifying the Implementation Sequence Plan by joint action of both City Council and the Capital Metro Board as requested by ATP.

5.2. **City of Austin Roles and Responsibilities.**

5.2.1. **City of Austin Officials.** The principal City officials and representatives:

5.2.1.1. **City Council.** In addition to other responsibilities as provided in this Agreement, City Council approval is required for certain supplemental interlocal agreements, including, but not limited to, those related to the Community Commitment Resolution and Contract with Voters Resolutions. City Council is also required and for reviewing and approving ~~code~~ variances and waivers of City Code, regulations, or processes, and changes to the Fee schedule beneficial to support the unique nature of Project Connect design and construction.

5.2.1.2. **City Manager.** In addition to other responsibilities as provided in this Agreement, the City Manager shall ensure that a “City of Austin Project Connect Office” (PCO) is established for the duration of the implementation of Project Connect to the extent funding is provided by ATP and/or approved by Council, and that adequate staff resources are available to support the implementation of Project Connect. The City Manager shall direct staff to:

- interpret and apply regulations applicable to Project Connect in a manner that best facilitates the design and construction of Project Connect when a regulation may be reasonably interpreted in different ways; and
- support ATP and Capital Metro in achieving ATP’s goals and schedules by reviewing all submitted plans and documents in a manner and timeframe necessary and reasonable in order to adhere to the project sequence plan in the Contract with the Voters and associated schedule and committing to combine its public and technical review processes with ATP’s wherever possible, including

making all plans and documents publicly available and allowing for community engagement; and

- review the Fee Schedule to recommend to City Council any updates that are required to fully and accurately reflect permitting and review costs; and
- review the City Code to identify any variances or waivers of City Code, regulations, or processes to recommend to City Council that will facilitate the unique nature of Project Connect design and construction, while still ensuring that Project Connect is designed and constructed in accordance with commonly accepted engineering and construction practices and in a manner that is cognizant of other City policies; and
- Ensure utilities coordination and services are prioritized to facilitate program delivery and avoid construction delays.

5.2.1.3. **Project Connect Office (PCO).** Provided funding is available, the City, through its Project Connect Office, shall provide ATP with professional services to assist with overall coordination of input from relevant City departments and for the design review, permitting, and inspection of Project Connect. ATP shall pay the City for the services provided on a cost reimbursement basis up to the amount included in the then-current budget for ATP. The payments for such services shall be made in accordance with the timelines set forth in Chapter 2251 of the Texas Government Code (the “Prompt Payment Act”) and shall not be unreasonably withheld. As part of the annual budget process for the Project Connect Office, the PCO staff will submit its proposed annual budget to ATP annually by April 1st, including funding for any efforts necessary to achieve anti-displacement and equity related goals. The City and ATP staff shall work to reach agreement by May 31st on a proposed budget to be submitted to the City Council and ATP Board for approval. The proposed budget shall be presented to City Council and the ATP Board for approval through each party’s budget adoption process.

5.2.2. **City of Austin Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, the City shall:

- transfer of Project Connect tax revenue in accordance with the Community Contract with Voters and the ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP, (approved by ATP Board on June 16, 2021 [Resolution No. ATP-2021-020; Action Item No. 5], and City Council on July 29, 2021 [Item 43]), attached and incorporated as Attachment D.
- utilize the ~~\$300,000,000~~ million dedicated to transit-supportive anti-displacement strategies to 1) acquire real property for transit-supportive

development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, and 2) to implement financing tools and other anti-displacement strategies related to the implementation of Project Connect, which includes:

- creating with the community, neighborhood-level prevention and mitigation strategies based on the Equity Assessment Tool, and
- creating a publicly available performance dashboard to track progress on the strategies identified for implementation.
- Seek reimbursement from ATP in accordance with the Interlocal Grant Agreement, Attachment C.

5.2.3. **Capital Metro Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, Capital Metro shall:

- Dedicate the balance of its Capital Expansion to the implementation of Project Connect as provided in the Community Commitment Resolution.
- Commit all estimated revenues identified in the Estimated Long Term Contribution as provided for in the Community Commitment Resolution.
- Capital Metro (the region's designated grant recipient) shall work with ATP and FTA to meet the requirements for New Starts Capital Investment Grants and other grant opportunities and may serve as FTA Project Sponsor, in partnership with ATP, and if applicable transfer funds received from any grants received through the Capital Investment Grants Program.
- Complete the federally required National Environmental Policy Act ("NEPA") Preliminary Engineering process to obtain an FTA Record of Decision for the approved Locally Preferred Alternatives approved for the Orange, Blue and Gold Lines and MetroRapid.
- Complete the MetroRapid and MetroRail program projects and obtain reimbursement from ATP.
- Enter in interlocal agreements with ATP to transfer funding to operate and maintain Project Connect assets.
- Develop operational readiness program for each project to contract, hire, and train staff and complete other requirements to prepare for revenue service operation.
- Direct, or via contract support, perform safety inspections and complete any FTA safety certification or other requirements.
- Ensure that existing Capital Metro transit services continue to fully serve current riders and provide steady service, sharing information and timelines in relation to all service changes with sufficient advance notice.

SECTION 6. TERMINATION

- 6.1 **Automatic Termination.** This Agreement will terminate upon the earlier to occur of: 1) execution of a written termination by all Parties; 2) the dissolution of the ATP; or 3) ten years, and shall automatically renew for additional ten-year terms, unless terminated by the Parties. Upon automatic termination, if there is a succeeding agreement put in place, all existing parties shall produce a timeline by which a superseding agreement shall be executed which allows for community engagement.
- 6.2 **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, provided however that the Party notifies the other Parties and provides at least a 30-day cure period prior to proceeding to a notice of termination.
- 6.3 **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 ninety (90) days' written notice as described in Section 7.1, below.

SECTION 7. DEFAULT AND REMEDIES

7.1 **Events of Default.**

7.1.1 A Party shall not be in breach or default under the terms of this Agreement for any act, omission, or failure to perform hereunder except as expressly provided in this Section.

7.1.2 Prior to declaring an Event of Default (as defined in Section 7.1.3 below) against another Party hereunder a Party must first deliver written notice to such other Party's executive officer (as described in Section 2.5) and general counsel, specifying the events and circumstances regarding such alleged breach and specifying any action which the notifying party desires the receiving Party to take to remedy such alleged breach ("Default Advisory Notice"). The receiving Party shall work in good faith with the notifying Party to resolve the matter within a reasonable amount of time but in any event no less than sixty (60) days.

7.1.3 If after delivering a Default Advisory Notice, the alleged breach is not resolved to the reasonable satisfaction of the notifying Party within sixty (60) days, then the notifying Party may declare an Event of Default against the receiving Party by delivering written notice thereof to the defaulting Party (a "Default Notice"); provided, however, that no Party shall be authorized to deliver a Default Notice unless the governing body of the notifying Party has taken official action declaring the defaulting Party to be in material breach under the terms of this Agreement in an open meeting (an "Event of Default") and directing staff to deliver such Default Notice to the defaulting Party. After receiving a

Default Notice, the defaulting Party shall have an additional sixty (60) days to cure such Event of Default or such additional amount time as may be reasonably necessary to cure such Event of Default, but only so long as such defaulting Party is diligently seeking to cure such Event of Default the ("Cure Period").

7.2 **Limitation on Remedies.** A Party shall not be entitled to pursue any remedies (whether at law or in equity) against any other Party hereunder except with respect to an Event of Default declared in accordance with Section 7.1, and then only if the defaulting Party has failed to reasonably cure such default prior to the expiration of the Cure Period therefor. The Parties' remedies for an Event of Default shall be limited to seeking declaratory or injunctive relief against the defaulting party. No Party shall be justified or otherwise permitted, by virtue of an Event of Default of another Party, to terminate this Agreement or any Supplemental Agreement, withhold performance, or suspend performance of its obligations or responsibilities hereunder or under any Supplemental Agreement, nor shall any Party be entitled to seek punitive, actual or consequential damages.

7.3 **Effect on Other Agreements.** This Section 7 shall apply only to this Agreement, and shall not apply to any Supplemental Agreement entered into by any of the Parties prior to or following the execution and delivery of this Agreement.

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

Casey Burack (or her successor)
General Counsel
700 Lavaca Street
Fourteenth Floor
Austin, TX 78701

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

Ashley Glotzer (or her successor)
Chief Counsel
2910 E. 5th Street
Austin, TX 78702

- 8.1.4 **City of Austin Address.** The address of City of Austin for all purposes under this Agreement and for all notices is the following:

Deborah Thomas (or her successor)
Interim City Attorney
301 W. 2nd Street
Fourth Floor
Austin, TX 78701

- 8.1.5. **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 (or if the dispute is between two Parties, both Parties) are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless the involved 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 endeavor to notify the other Party or Parties within five (5) business days

of the occurrence of the force majeure event , 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 under 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 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 ATP, 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.
- 8.10 **Public Information Act.** The Parties are subject to the Public Information Act and any information shared between the Parties may be subject to disclosure pursuant to Texas Government Code Chapter 552, as amended.

- 8.11 **Confidential Information.** Notwithstanding Section 8.10 (Public Information Act) above, the Parties may be granted access to certain of the other Party's (or Parties') or licensor's confidential information or data (including inventions, employee information, confidential know-how, confidential business information, and other information which the Parties or their licensors consider confidential) ("Confidential Information") to provide Project Connect. Confidential Information will be transmitted in writing and clearly marked "Confidential," "Proprietary," or similarly, or if disclosed orally will be reduced to writing by disclosing Party, clearly marked "Confidential," "Proprietary," or similarly, and transmitted to the receiving Party within thirty (30) days after oral disclosure. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the non-disclosing Party and its licensors.

The Parties (including their employees, Subcontractors, agents, or representatives) agree to maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the disclosing Party, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority (including a Texas Attorney General Opinion) with proper jurisdiction. In all cases, the Parties agree to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective order. The Parties agree to use protective measures no less stringent than the Parties use in their own business to protect their own most valuable information. In all circumstances, the Parties' protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.12 **Order of Precedence.** To the extent there is a conflict between the terms of this Agreement and any Attachment, the following shall be the order of precedence for interpreting a conflict in terms: 1) this Agreement and any subsequent amendments to this Agreement; 2) any Attachments to this Agreement, as amended.
- 8.13 **Appropriation.** Other than as provided in Attachment C and Attachment D, all funding commitments under this Agreement are subject to annual appropriation by the City, Capital Metro, and ATP.
- 8.14 **Recitals.** The recitals contained in the preamble are not made a part of this Agreement.

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).

AUSTIN TRANSIT PARTNERSHIP:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Casey Burack, General Counsel

CAPITAL METRO:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Ashley Glotzer, Chief Counsel

CITY OF AUSTIN:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Deborah Thomas, Acting City Attorney

ATTACHMENTS:

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended.

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.



Statement on the Project Connect Joint Powers Agreement October 28, 2021

On behalf of the Austin Chamber of Commerce and Downtown Austin Alliance, we want to thank all three entities that have made the Austin Transit Partnership (ATP) a reality. We appreciate the coordination you all have shown and are excited about what you will accomplish, together. Coordination among these three parties is critical to ensuring that Project Connect is a success.

One area of Project Connect that we will continue to advocate for is independence. The ATP was created to be an independent body to control and be good stewards of public dollars and per the Joint Powers Agreement, “be the lead organization implementing Project Connect independent of the City of Austin and Capital Metro.” In the current JPA draft, we appreciate you all recognizing that the ATP executive director role lies solely within the domain of the board of the ATP. We ask that you continue to keep independence front of mind as you continue implementation of Project Connect.

We also encourage you to begin identifying areas for further discussion and agreement (such as permitting approvals, real estate transactions, etc) to be outlined within forthcoming interlocal agreements among ATP and the City of Austin and Capital Metro. Interagency cooperation will be a key factor in delivering the project on schedule and within budget.

We will continue to be a productive and supportive partner in this endeavor because Project Connect is vital to our long-term success as a community.



Contacts: Carmen Llanes Pulido, Executive Director; Monica Guzmán, Policy Director
Phone: 737-228-3691 Website: www.goaustinvamosaustin.org

Statement on Project Connect Joint Powers Agreement

GAVA urges City Council, CapMetro Board of Directors, and the ATP, to ensure the following, today:

1. **The Joint Powers Agreement (JPA) must include wording that formally includes the Community Advisory Committee (CAC) in the review and decision making process for key policies *before* it moves to the governing bodies for approval,** ensuring opportunities for residents to address and be heard by the CAC.
2. **The \$7B connecting the infrastructure funding (e.g. actual rail lines, stops, shelters, eTODs) must be subjected to the same equity principles as the \$300M in anti-displacement funding.** Other cities' experiences with transit-induced displacement demonstrates that the building of the transportation structure has a major impact on displacement. The JPA needs its own equity tool and accountability for budgeting decisions, clearly stating how to minimize or prevent transit-induced displacement in all decisions, and not simply with "bandaid" projects funded by the \$300M.
3. **The JPA must include a commitment that Project Connect work is in alignment with the Civil Rights Act protections, specifically Titles VI, VI, and VIII (Fair Housing Act).** Of particular concern is the preservation of existing affordable housing and mixed-income communities.
4. **Recommend language to honor the commitment to the 2% disparate impact threshold as a way to ensure equity.** Without your commitment to a proactive approach that mitigates and minimizes displacement, Project Connect would become another chapter of Austin's racist and classist legacy: providing critical amenities to areas where working class communities and families have been displaced, and further segregating those residents to areas where such amenities remain underfunded.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-236

Agenda Date: 10/29/2021

SUBJECT:

Approval of a resolution directing the President & CEO to continue coordination with the City of Austin on opportunities for regulations and procedures that ensure the on-time delivery of the Project Connect program.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: Click or tap here to enter text.

BUSINESS CASE: To ensure the timely delivery of the Project Connect program, including those elements that CapMetro has partnered with the Austin Transit Partnership to deliver on behalf of ATP, a detailed review of City of Austin regulations, processes and applicability is necessary. This resolution supports a concurrent resolution and ordinance from the City of Austin to review regulations and the Land Development Code to identify opportunities to increase efficiencies and flexibility in order to deliver Project Connect.

COMMITTEE RECOMMENDATION: This item was first presented for discussion during a joint work session of the Capital Metro Board, Austin Transit Partnership Board and Austin City Council. This item will be presented

to the Capital Metro board for approval on October 29, 2021 during another tri-party meeting.

EXECUTIVE SUMMARY: This resolution supports a concurrent resolution and ordinance from the City of Austin to review regulations and the Land Development Code to identify opportunities to increase efficiencies and flexibility to deliver Project Connect. The technical teams working on projects within the Project Connect program will collaborate with the City of Austin to identify opportunities and risks to articulate solutions and context-sensitive regulations and processes. This will help ensure compliance with CapMetro Board Resolution No. AI-2020-1297, the Community Commitment Resolution, and the Project Connect sequence plan.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Executive Department.

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

STATE OF TEXAS

COUNTY OF TRAVIS

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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 directed the City Manager to amend the Austin Strategic Mobility Plan (Ordinance NO. 20190411-033) to include the Project Connect System Plan and Locally Preferred Alternatives (Resolution No. 20200610-002); and WHEREAS, Austin voters approved Project Connect, the regional high-capacity transit system on November 3, 2020; and

WHEREAS, on December 18, 2020 the City of Austin and the Capital Metropolitan Transportation Authority created a local government corporation named the Austin Transit Partnership Local Government Corporation to aid the City and Capital Metro and act on their behalf to accomplish the governmental purpose of implementing the Project Connect System Plan; and

WHEREAS, according to the Austin Transit Partnership Articles of Incorporation, the ATP 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; and

WHEREAS, Capital Metro has partnered with the Austin Transit Partnership to implement certain elements of the Project Connect program, and to provide support services to the Austin Transit Partnership; and

WHEREAS, in a report entitled Saving Time and Making Cents: A Blueprint for Building Transit Better (“Eno Report”), published in 2021, the Eno Center for Transportation identified local regulation, permitting, and decision-making procedures throughout the United States as an obstacle to achieving viable, cost-effective transit systems on par with those of peer nations; and

WHEREAS, noting that local development codes are generally ill-suited to the nature and scale of mass transit, the Eno Report found that jurisdictions that have successfully constructed mass transit systems apply modified regulations and review procedures to accommodate the unique challenges transit construction presents and the ways it differs from private development or conventional transportation and public works projects; and

WHEREAS, the City of Austin’s Land Development Code does not provide for the design and permitting of linear construction required for mobility and transit facilities that encompass large areas, include subsurface and above-ground elements, and span multiple zoning districts and watersheds; and

WHEREAS, greater flexibility and more carefully tailored regulations are required to facilitate construction of Project Connect; and

WHEREAS, the Land Development Code, existing regulations, criteria, and procedures should be flexibly applied to facilitate construction of Project Connect to the greatest extent possible until existing requirements can be amended; and

WHEREAS, there are Project Connect MetroRapid and MetroRail projects currently moving forward in advance of the Orange and Blue Line light rail projects; and motor vehicle trip conversion to high-capacity transit and other sustainable modes yields benefits to the environment, traffic congestion, personal economic mobility, and more;

NOW, THEREFORE, BE IT RESOLVED The Capital Metro President/CEO is directed to continue coordination with the City of Austin, specifically regarding opportunities to enhance regulatory flexibility and create context-sensitive regulations and procedures to ensure the on-time delivery of the Project Connect program of projects.



Capital Metropolitan Transportation Authority

2910 East 5th Street
Austin, TX 78702

Board of Directors

Item #: AI-2021-233

Agenda Date: 10/29/2021

SUBJECT:

Approval of a resolution authorizing the President & CEO to finalize and execute the Joint Powers Agreement between the City of Austin, Capital Metro and the Austin Transit Partnership.

FISCAL IMPACT:

This action has no fiscal impact.

STRATEGIC PLAN:

Strategic Goal Alignment:

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

Strategic Objectives:

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

EXPLANATION OF STRATEGIC ALIGNMENT: The Joint Powers Agreement between Capital Metro, the City of Austin and the Austin Transit Partnership is necessary to further articulate roles and responsibilities of each party as they work cooperatively to deliver the Project Connect program of projects.

BUSINESS CASE: The Joint Powers Agreement between Capital Metro, the City of Austin and the Austin Transit Partnership is necessary to further articulate roles and responsibilities of each party as they work cooperatively to deliver the Project Connect program of projects.

COMMITTEE RECOMMENDATION: This item was first presented for discussion during a joint work session of the Capital Metro Board, Austin Transit Partnership Board and Austin City Council. This item will be presented to the Capital Metro board for approval on October 29, 2021 during another tri-party meeting.

EXECUTIVE SUMMARY: The Joint Powers Agreement between Capital Metro, the City of Austin and the Austin Transit Partnership is necessary to further articulate roles and responsibilities of each party as they work cooperatively to deliver the Project Connect program of projects. The agreement includes commitments regarding community engagement, contracting requirements, funding for program elements, and general commitments about the delivery of Project Connect as envisioned. The agreement also references other agreements completed to date regarding topics such as the transit-supportive anti-displacement funds, support services, and more.

DBE/SBE PARTICIPATION: Does not apply.

PROCUREMENT: Does not apply.

RESPONSIBLE DEPARTMENT: Executive Department.

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

STATE OF TEXAS

COUNTY OF TRAVIS

Click or tap here to enter text.

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, 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, the City Council ordered an election held on November 3, 2020 for the purpose of approving a tax rate 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 Capital Metro Board approved the Community Commitment Resolution, Resolution ID # AI-2020-1297, which included certain requirements be included in a Joint Powers Agreement; and

WHEREAS, the City Council approved Council Resolution No.20200807-003 and Ordinance 20200812-009, establishing a Contract with Voters related to Project Connect, and the Contract with Voters included certain requirements to be included in a Joint Powers Agreement; and

WHEREAS, voters approved Proposition A in November 2020, supporting an investment in Project Connect and the creation of Austin Transit Partnership as the responsible party to implement Project Connect; and

WHEREAS, the City of Austin and Capital Metro entered into an interlocal agreement approving the Austin Transit Partnership Articles of Incorporation and agreeing to create the Local Government Corporation, and the interlocal agreement requires certain items be included in a Joint Powers Agreement; and

WHEREAS, Capital Metro entered into an interlocal agreement with the Austin Transit Partnership to deliver some elements of the Project Connect program, and provide support services for the Austin Transit Partnership;

NOW, THEREFORE, BE IT RESOLVED the Capital Metro President/CEO is directed to finalize and execute the Joint Powers Agreement with the City of Austin and Austin Transit Partnership, for the purposes of guiding the implementation of the Project Connect high-capacity transit program.

**Joint Powers Agreement Between
Austin Transit Partnership and
Capital Metropolitan Transportation Authority and the City of Austin**

This Joint Powers Agreement (“Agreement”) is entered into between Austin Transit Partnership (“ATP”), a joint local government corporation created under Ch. 431 of the Texas Transportation Code, the City of Austin, Texas (the “City”), a home-rule municipality incorporated by the State of Texas, 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 Council and the Capital Metro Board recognized the benefits of a high-capacity transit system and determined that implementation of the Project Connect System Plan will create an integrated transit system that addresses transit needs for safer, faster, and more reliable transportation that will improve access to essential services, such as education, health care, food access, childcare, jobs, and open space especially in historically underserved and underrepresented communities, and which will manage congestion, create jobs, improve the environment, and better connect people in our community; and

The voters of the City of Austin also recognized the benefits of Project Connect by approving a ballot measure at the November 3, 2020 special election to provide dedicated funding to an independent board to oversee the implementation of the Project Connect System Plan, including investment in transit-supportive anti-displacement strategies; and

The Capital Metro Board voted to provide the balance of its Capital Expansion Fund in the Fiscal Year 2021 and to commit certain long-term contributions to the furtherance of Project Connect upon voter approval; and

The Federal Transit Administration oversees transit and transit-supportive grant programs, providing federal grants to transit projects based on the following criteria: land use, cost effectiveness, mobility improvements, congestion relief, environmental benefits, and economic development, and the programs within the Project Connect System Plan are eligible to seek such a grant; and

The City Council and Capital Metro Board created a joint local government corporation, named Austin Transit Partnership, to serve as the independent entity responsible for the implementation of the Project Connect System Plan, including the financing of acquisition, construction, equipping, and funding operations of the expanded system; and

The City and Capital Metro must take the necessary actions to fulfill the commitments contained in the City Contract with the Voters and the Capital Metro Funding and Community Commitment, which includes entering into a Joint Powers Agreement; and

The City and Capital Metro entered into an interlocal agreement, providing that the Parties will execute a Joint Powers Agreement delineating the roles and responsibilities of all three Parties among other commitments; and

The Parties have properly authorized their agreement in accordance with Interlocal Cooperation Act, Texas Government Code Chapter 791. Through this Agreement the Parties confirm their commitment to and support of Project Connect and agree to cooperate and coordinate in good faith to assist each other in satisfying their respective obligations under this Agreement and to facilitate the timely implementation of Project Connect.

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 agreement between ATP, the City, and Capital Metro, entered into together with all Attachments thereto.
- 1.1.2. "ATP" means the Austin Transit Partnership, sometimes referred to as the Joint LGC or Corporation. ATP is a local government corporation, incorporated on December 22, 2020, created in compliance with 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").
- 1.1.3. "ATP Board" means the Austin Transit Partnership Board of Directors, as provided for in the Articles of Incorporation and Bylaws.
- 1.1.4. "Capital Metro Board" means the Board of Directors for the Capital Metropolitan Transportation Authority.
- 1.1.5. "City Council" means the City Council of the City of Austin, Texas.
- 1.1.6. "Executive Leadership" means the City of Austin City Manager, the Capital Metro President & CEO, and the ATP Executive Director.

- 1.1.7. “Federal Transit Administration (FTA)” means the operating administration of the U.S. Department of Transportation which oversees the Capital Investment Grant (CIG) Program and provides oversight and review of grant recipients and operators.
- 1.1.8. “Financial Model” means the September 2020 Project Connect Integrated Financial Model developed by PFM Financial Advisors, LLC which provides the cash flow model for the implementation of Project Connect.
- 1.1.9. “Fiscal Year” means that twelve-month time period between any October 1 and the next following September 30.
- 1.1.10. “Foundational Texts” means the documents that are 1) instrumental to the adoption of the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines as a component of Capital Metro’s long-term transit plan and the City of Austin’s Strategic Mobility Plan (the transportation element of the Imagine Austin Comprehensive Plan), 2) instrumental to the corporate formation and establishment of the Austin Transit Partnership, and 3) instrumental to voter approval of Proposition A at the November 3, 2020 tax rate election which dedicated a portion of the City’s property tax revenue to implementation of Project Connect. These documents include:
- 1.1.10.1. Resolutions related to the Project Connect System Plan and Locally Preferred Alternatives (LPAs): The June 10, 2020 concurrent resolutions adopting and supporting the Project Connect System Plan and Locally Preferred Alternatives for Orange, Blue, Gold, Green and MetroRapid Lines. (CMTA Res. No. AI-2020-1273, COA Res. No. 20200610-002).
- 1.1.10.2. Articles of Incorporation: The Articles of Incorporation jointly approved by City Council and the Capital Metro Board and filed with the Secretary of State.
- 1.1.10.3. Bylaws: The bylaws for organization and meetings of the ATP Board approved by the Capital Metro Board and City Council and adopted by ATP.
- 1.1.10.4. Community Commitment and Contract with Voters: The August 12, 2020 concurrent resolutions that provide the funding commitments of the City and Capital Metro and direction to ATP to achieve certain

policy directives. (CMTA Res. No. AI-2020-1297, COA Res. No. 20200812-015, COA Ord. No. 20200812-009).

- 1.1.10.5. Creation of ATP Resolutions: The December 18, 2020 concurrent resolutions directing the creation of ATP and approving the Articles of Incorporation and Bylaws as required by TEX. TRANSP. CODE § 431.101(a). (CMTA Res. No. AI-2020-1399, COA Res. No. 20201218-002).
- 1.1.10.6. Election Order and Canvass: The election order (Ord. No. 20200812-009) providing for a City of Austin tax rate election held on November 3, 2020 allowing voters to approve Proposition A and canvass (COA Res. No. 20201117-001) certifying that Proposition A received a majority of votes and passed. The voter approved ballot language:
“Approving the ad valorem tax rate of \$0.5335 per \$ 100 valuation in the City of Austin for the current year, a rate that is \$0.0875 higher per \$100 valuation than the voter-approval tax rate of the City of Austin, for the purpose of providing funds for a citywide traffic-easing rapid transit system known as Project Connect, to address traffic congestion, expand service for essential workers, reduce climate change emissions, decrease traffic fatalities, create jobs, and provide access to schools, health care, jobs and the airport; to include neighborhood supportive affordable housing investments along transit corridors and a fixed rail and bus rapid transit system, including associated road, sidewalk, bike, and street lighting improvements, park and ride hubs, on-demand neighborhood circulator shuttles, and improved access for seniors and persons with disabilities; to be operated by the Capital Metropolitan Transportation Authority, expending its funds to build, operate and maintain the fixed rail and bus rapid transit system; the additional revenue raised by the tax rate is to be dedicated by the City to an independent board to oversee and finance the acquisition, construction, equipping, and operations and maintenance of the rapid transit system by providing funds for loans and grants to develop or expand transportation within the City, and to finance the transit-supportive anti-displacement strategies related to Project Connect. Last year, the ad valorem tax rate in the City of Austin was \$0.4431 per \$100 valuation.”
- 1.1.10.7. Interlocal Cooperation Agreement, as Amended, for the Creation of a Local Government Corporation (“Initial Agreement”): The August

7, 2020 approved interlocal agreement between the City and Capital Metro which primarily provides that upon a successful election, 1) a joint local government corporation will be created and a board appointed, 2) the City and Capital Metro will provide the committed funds and support Project Connect until this joint powers agreement is finalized, 3) formally create and appoint members to a Community Advisory Committee.

- 1.1.11. “Investment Map and Associated Implementation Sequence Plan” means the approved map of infrastructure components of Project Connect and sequence plan in which they will be designed, constructed and made operational, as may be amended by the City Council and Capital Metro Board. The Investment Map and Associated Implementation Sequence Plan are provided hereto as Attachment A.

SECTION 2. GENERAL TERMS

- 2.1. Overall Objectives.** In accordance with Creation of ATP Resolutions, the objective is for ATP to “aid and act on behalf of the City and Capital Metro to accomplish a governmental purpose by implementing the Project Connect System Plan”. The Articles of Incorporation provide the purpose and objective of ATP:

“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 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.”

- 2.2. Purpose and Scope.** The purpose of this Agreement is to set forth the roles and responsibilities of all three Parties in a manner that further details ATP as the principal entity responsible for implementing Project Connect in a manner independent of the City and Capital Metro. The scope of this Agreement is in accordance with the Foundational Texts.
- 2.3. Agreement Term.** The term of this Agreement shall commence on October 29, 2021, and will terminate upon mutual consent of the Parties; provided, however, that the confidentiality provisions in the Agreement shall survive termination of this Agreement.

- 2.4. **Entire Agreement.** All oral agreements between the Parties to this Agreement relating to ATP 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. In accordance with the Foundational Texts, this Agreement, along with the following attachments, which are hereby incorporated, constitute the entire Joint Powers Agreement between the Parties:

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended.

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

- 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 Executive Director of ATP, President & CEO of Capital Metro and the City Manager for the City or their designees.
- 2.6. **Amendments.** Any 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 Executive Director of ATP for consideration and possible action by the ATP Board, 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 upon execution, or as otherwise mutually agreed, of a written agreement by all Parties.
- 2.7. **Supplemental Agreements.** The Parties also recognize that, in addition to this Agreement, the implementation of Project Connect will require the Parties to subsequently address a variety of matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate ATP, City and Capital Metro staffs, and, when necessary, adopted by the governing bodies of the Parties. These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues related to policy, property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. The existing supplemental agreements between the Parties are listed in Attachment B, and Executive Leadership shall ensure that staff maintains a

publicly accessible list and records of such agreements and actions that relate to Project Connect.

Before final adoption by the governing bodies of the parties, all proposed language, except de minimis language, in supplemental agreements related to equity and anti-displacement must be submitted to the CAC with sufficient time for the CAC to review and comment, absent emergency circumstances. The proposed language must also be made for public feedback by the community at large by following, as applicable, the Boards' public input processes and in accordance with the Community Engagement and Inclusion Commitments outlined in Section 3.2.

- 2.8. Findings.** Each of the Parties find that entering into this Agreement for the purposes in this Agreement is for the benefit of the residents of the City.

SECTION 3 COMMITMENTS OF THE PARTIES

3.1 Joint Commitments

The Parties agree to the following commitments and responsibilities:

- The Parties recognize that Project Connect will bring light rail transit to Austin and truly deliver a citywide transit system with expanded services including, but not limited to, bus, neighborhood circulators, and commuter rail. As such, the nature and scale of the design and linear construction of Project Connect will be the first of its kind within Austin and differs significantly from private development and transportation and public works projects that are familiar to the Parties. The Parties further acknowledge that Project Connect is funded by public tax revenues, and the Parties are responsible for being good stewards of public funds. The Parties further acknowledge the commitment to building and implementing a system rooted in equity and the need to assess and proactively address displacement and equity concerns as stated in the Community Commitment Resolution and Contract with Voters resolutions. Therefore, the Parties commit to being equitable, innovative and holistic in the development of processes, procedures, reviews and regulations tailored to Project Connect to achieve effective decision-making and appropriate stewardship of public dollars. Executive Leadership shall spearhead these efforts and direct staff to develop such process, procedures, and regulations, and when necessary, bring an action for adoption by the governing bodies of the Parties.
- The Parties commit to continuing a working relationship that will provide for the resolution of issues and the completion of Project Connect, in accordance with the Foundational Texts, this Agreement, and the Implementation Sequence Plan. Executive Leadership commits to establishing a dispute resolution process for technical issues that arise during the design, construction, and implementation of the Project Connect program.

- The Parties commit to prioritizing staff resources to support the scope, schedule, and program budgets during planning, design review, construction, and inspections for Project Connect transit projects.
- The Parties commit to prioritizing resources to ensure all permit and inspection documents are complete and permit and inspection approvals are streamlined and efficient to support the Project Connect schedules and program budgets.
- The Parties commit to identifying opportunities for efficiencies, cost sharing, reimbursement method, and other agreements, as appropriate.
- The Parties commit to working together to identify and pursue future opportunities to leverage regional, state and federal funding for Project Connect.
- The Parties commit to working on the Utility Rules of Practice (“UROP”) to serve as the methodology for analyzing, reviewing, and approving potential utility conflicts for Project Connect.
- The Parties commit to negotiating and, if necessary, bringing to the governing bodies for approval, any agreements and resolutions or ordinances required to timely implement the projects in accordance with the Implementation Sequence Plan. Any changes to the Implementation Sequence Plan and Investment Map must be brought before the City Council and Capital Metro Board for approval. The Parties commit to supporting an equitable transit system to benefit the community, recognizing that decisions made within the Project Connect program may impact equitable outcomes, including but not limited to design, accessibility, rollout, and operations.
- ATP and CapMetro commit to prioritizing staff resources towards the development and implementation of transit equity goals and metrics, in coordination with the City. These goals and metrics shall be regularly analyzed and publicly reported on. Creation of goals, metrics, and methods of analyzing and reporting shall include comprehensive opportunities for collecting and responding to feedback from transit users, community members and key stakeholder groups including the advisory committees to ATP and CapMetro. These items must be developed in a timely manner in order to impact the Project Connect program of projects.

3.2 Community Engagement and Inclusion Commitments

- 3.2.1 Community Engagement Process. To effectively engage with members from different neighborhoods with different ethnic and racial identities, income, resource and education levels, abilities and sexual and gender identities, outreach and engagement must be designed specifically for their needs and be sensitive to cultural differences within communities. In their delivery of the Project Connect program elements, each Party will seek to understand each community’s unique history, values, priorities, concerns, and communication methods to help learn from these community members; include their feedback and guidance in project planning, development, implementation and operations; and understand the different needs of each community to improve and increase access to essential services with a direct focus on under-resourced

communities. The process must also include a mechanism to report back to the community about how feedback was used, in accordance with section 3.2.3 and 3.2.4 of this document.

3.2.2 Priority Populations. The communities most likely to be impacted by Project Connect, also referred to as priority populations, that shall be prioritized in the community engagement process are the following:

- BIPOC communities (Black people, Indigenous people, and people of color);
- Women, trans, and non-binary individuals;
- Individuals with disabilities;
- Families of all kinds;
- Members of immigrant and/or undocumented communities;
- Members of the LGBTQIA+ community;
- Youth and students, especially those who are cost-burdened or severely cost-burdened, based on federal guidelines;
- People who are cost-burdened and severely cost-burdened, based on federal guidelines;
- Members from culturally and linguistically diverse communities;
- Renters and the unhoused;
- Senior homeowners;
- Healthcare workers and educational providers;
- Businesses and property owners along the routes;
- Individuals who were previously incarcerated;
- Individuals primarily dependent on transit for transportation needs;
- Small businesses owned and/or operated by BIPOC, women, people with disabilities, and members of LGBTQIA+ community;
- Community, neighborhood, creative, cultural, labor, and nonprofit organizations, particularly those serving communities most likely to be impacted by Project Connect;

3.2.3 Community Engagement Guiding Principles. The Parties shall utilize the following guiding principles in the planning and execution of community engagement work:

- Continue creating in-person and virtual opportunities for priority populations to engage meaningfully in, and provide feedback on, all aspects of the Project Connect program, including but not limited to project planning and proposed anti-displacement strategies.
- Provide greater weight to voices of priority populations in the analysis and use of community feedback.
- All information on how the community can engage shall be provided in English as well as the language of preference for the community sought for engagement. All communication shall be designed and written to be clear and accessible, including to those with hearing and visual impairments.
- In public engagement processes, define how participants' feedback will be included as well as how participant feedback impacts decisions.

- Opportunities shall allow time for community members to review materials, provide informed and meaningful feedback, and understand how feedback is incorporated before a decision is made.
- Results of community engagement, including recommendations and policy/program decisions, will be transparently and accountably documented.
- The Project Connect Community Advisory Committee shall be comprehensively consulted and involved in the process, including being regularly informed in advance of Project Connect-related equity and anti-displacement actions being brought to any of the Parties' policymaking bodies in a timely manner that allows for informed decision-making so that they can effectively assist staff with community engagement processes and create a space for community members to provide feedback on the program.
- All public engagement opportunities shall be highlighted on a publicly available and accessible calendar and shared through various communication methods with clear information on how community members can obtain further information.
- Project Connect program updates shall be shared with the community via digital and nondigital communications.
- Prior to any public meeting, outreach, or engagement opportunity, the responsible party shall provide advance notice for meaningful participation to individuals, businesses, and organizations that will be impacted by the project.

3.2.4. Community Engagement Reporting. The Parties shall make a substantial effort to collect disaggregated demographic data for all participants in its outreach and engagement efforts, including public meeting solicitations and public comments, and shall report that information annually and more frequently prior to decision making related to public comments via the comprehensive Community Engagement Dashboard. The information may include, but not be limited to: race, ethnicity, age, gender, gender identity and expression, housing status (renter/owner/experiencing homelessness), income level, and ZIP code. Any participant asked to provide demographic information will not be required to provide that information as a condition for participating in any outreach or engagement effort or to provide public comment.

3.2.5. Public Involvement Plans. Throughout the program, project teams may create project-specific public participation plans for each project in the Project Connect program. The plans will be flexible and adaptable to the needs of the community throughout the given project, and the plans will, at minimum:

- Identify the communities, businesses, organizations, and other stakeholders who are impacted or potentially impacted by the project.
- Design a plan that identifies specific engagement tools and techniques to meaningfully engage stakeholders, prioritizing tools that are most appropriate to the context and community of the specific stakeholders for the project. This should include both online and on-location/in-person opportunities and tools.

- Leverage and coordinate opportunities with other engagement efforts from partner agencies, institutions, and community-based organizations.
- Allow flexibility to amend strategies to aim for greater participation from priority populations if data from outreach and engagement efforts show that priority populations are not proportionally represented.
- Identify a process to “report back” to the communities, individuals, and groups that participated, including information on how their feedback was used or, if not used, why. The online Community Engagement Dashboard shall be used to help further this direction.
- Address accessibility, including language accessibility through translation and interpretation services, diversity of in-person locations and venues, etc., and the ability of people to attend. Provide incentives and other tools to facilitate participation (e.g., food, childcare, variety of meeting times, etc.). The public participation plans shall also leverage resources already mobilized specifically for Project Connect, such as the Project Connect Community Advisory Committee, ATP Board Technical Advisory Committees, the Project Connect Advisory Network (PCAN), and Orange and Blue Line Working Groups.
- The public involvement plans shall be reviewed by the Project Connect Community Advisory Committee and the ATP Board Technical Advisory Committees.

3.2.6. Communications. The Parties shall develop communication tools and strategies to reach racially, ethnically, and geographically diverse communities regarding the Project Connect program. Communications tools will include methods designed to reach marginalized communities and people who do not have access to the internet or other forms of digital communications. These may include, but are not limited to, door-to-door canvassing, telephone canvassing, direct mail, and contracting with community-based organizations with experience serving marginalized and under-resourced communities.

ATP and Capital Metro will also utilize social media and the Project Connect website (ProjectConnect.com) as a communication tool to provide information to the community about the transit elements of the program and allow people to subscribe and receive pre-construction, construction, and operations notifications and other appropriate updates on a regular basis or as they are posted. ATP shall provide equal opportunity for such subscriptions and notifications to individuals who do not have access to the internet.

3.2.7 Community Advisory Committee. The Community Advisory Committee (CAC) was convened to assist ATP, City Council, and the Capital Metro Board in engaging the community and advising on anti-displacement and equity matters related to Project Connect. Additionally, the CAC will assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement. The CAC will provide input and recommendations on program equity along with the ATP Board Technical Advisory Committees. Staff liaisons will notify CAC members of upcoming Technical Advisory Committee meetings, including providing an annual calendar of

meetings and agendas, as they are prepared. The CAC may appoint delegates to attend TAC meetings on behalf of the CAC.

The recommendations made by the CAC related to displacement mitigation measures or equity issues that impact historically underserved populations must be considered at a public meeting of ATP, the City, or Capital Metro, as appropriate, in accordance with the recommendations made.

The CAC shall be composed of an odd number, at least eleven members, plus an ex-officio member, appointed by the City Council and Capital Metro Board. Five members will be appointed from the following five existing advisory groups (one member each):

- City of Austin Urban Transportation Commission
- City of Austin Mayor's Committee for People with Disabilities
- City of Austin Community Development Commission
- Capital Metro's Customer Satisfaction Advisory Committee
- Capital Metro's Access Advisory Committee

The City Council and Capital Metro Board may appoint additional members to the Committee.

The City and Capital Metro shall initiate a widely publicized nomination process for the CAC Community Members in a manner that is accessible and easy to navigate, and that promotes a large, diverse, and qualified applicant pool, reducing barriers to the application process and committee membership, including but not limited to language access, digital access, or providing information to interested community members. This nomination process shall be articulated on a public facing web page and shall allow for community engagement. To the fullest extent possible, the City shall work with community organizations/groups to ensure that historically marginalized communities most impacted by mass-transit are able to engage with the CAC selection process.

Capital Metro and the City shall form a Nominating Committee for the selection of members to the CAC. A qualified member of the community shall submit an application to the Nominating Committee. The Nominating Committee will consist of the Chairs, or a Committee Member designee of the Chair, of the City Council Housing and Planning Committee, City Council Mobility Committee, City Council Audit and Finance Committee, Capital Metro Finance, Audit and Administration Committee, and Capital Metro Operations, Planning and Safety Committee. After review of the submitted applications, the Nominating Committee shall recommend a slate of at least six applicants based on their qualifications. The City Council and the Capital Metro Board of Directors shall, upon their joint approval of the slate, jointly appoint the CAC Members as nominated by the Nominating Committee.

The slate of candidates selected by the Nominating Committee shall provide for geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints, socio-economic status, and lived experience. Members shall be selected based on their experience as users of and/or directly impacted by public transportation and connection to community, neighborhood, and/or labor organizations. The Advisory Committee should be representative of Austin's diverse community with nominations for membership inclusive of women, families with small children, Black people, indigenous people, people of color, people from immigrant and/or undocumented populations, members of the LGBTQIA+ community, students, and workers' rights advocates, among others. A variety of interests and experience should also be considered, including community organizing, household affordability, environment and conservation, green planning and design, housing and transportation, urban planning and architecture, health and human services, accessibility, small, local and minority owned business, mobility justice, and/or other relevant topics as they relate to transit.

The CAC bylaws must be approved by the ATP Board, the City Council and Capital Metro Board. The CAC will be supported by ATP and the City staff liaisons. Staff liaisons will ensure the committee complies with the Texas Open Meetings Act, and other rules and statutory requirements. The Parties will provide staff support to help the committee prepare agendas, post meeting notices, schedule briefings, keep the committee apprised of all items being considered by the ATP Board and Technical Advisory Committees, maintain minutes, and keep attendance records for committee members. The CAC meetings shall be recorded and held in locations publicly accessible or virtually, as determined by the CAC. The City and Capital Metro shall send a courtesy copy of their CAC appointments to the ATP staff liaison.

SECTION 4. ROLES AND RESPONSIBILITIES OF AUSTIN TRANSIT PARTNERSHIP

4.1 Authority of ATP. ATP shall have all powers allowed by law and as defined in its Articles of Incorporation including but not limited to:

- 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 ATP, and to enter into interlocal agreements with Capital Metro for the operation and maintenance of assets constructed by the Corporation.
- Acquire and hold title to real and personal property and interests in real and personal property, and sell real and personal property;
- Procure professional and other services necessary for the design, construction, financing, and permitting of Project Connect;
- Accept funds and property appropriated by the City and Capital Metro and by other entities;
- Apply for grants of funds, services, and things of value and to accept awards of such grants;

- Accept donations of funds, services and things of value;
- Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the implementation of Project Connect as stated above; and
- Engage in other lawful activities to accomplish the implementation of Project Connect as stated above.

4.2 Governance of ATP.

4.2.1 ATP Board. The management of the affairs of the ATP shall be vested in the ATP Board in accordance with the Articles of Incorporation which establishes the membership, terms and appointment process for the ATP Board.

4.2.1.1 Budget. In accordance with the Initial Agreement, the ATP Board shall develop an annual budget for each fiscal year that must be approved by the ATP Board annually.

4.2.1.2 Internal Auditor. In accordance with the Initial Agreement, the ATP Board shall engage an internal auditor to perform advanced audit and finance functions.

4.2.1.3 Financial Reports. In accordance with the Bylaws, the ATP 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 ATP Board shall cause the preparation of a financial statement which shall be audited by an independent certified public accountant or firm of independent certified public accountants retained by the ATP Board for such purpose. The financial statement audit must follow generally accepted accounting principles for governments and must be submitted to the City of Austin's Controller's Office no later than January 31 each year for inclusion in the City's Annual Comprehensive Financial Report. For the fiscal year ending September 30, 2021, ATP will make every effort to meet the January 31 deadline, but will submit its audited financial statements no later than March 1, 2022.

4.2.1.4 Advisory Committees. The ATP Board may establish technical advisory committees and select members via a widely publicized and transparent application process. Each committee will have a board liaison and assigned ATP staff. ATP will work with the City and Capital Metro to provide the agenda and meeting information prior to any ATP technical advisory committee meeting to ensure their representation is included, depending on the agenda items. Membership for the committees should be shared publicly. Board liaisons may report on committee feedback at ATP Board meetings. The ATP Board may create additional technical advisory committees as the needs of the Program evolve.

4.2.2 Executive Director. In accordance with the Bylaws, the ATP Board shall appoint an Executive Director. The Executive Director of ATP shall be the chief executive

officer of ATP and shall in general supervise and control all of the business and affairs of ATP.

4.2.3 **Joint Annual Meeting.** The Executive Director shall organize and provide for a Joint Annual Meeting of the Parties held at least annually to ensure continued support and engagement of all Parties for implementation of Project Connect. A Party may request additional joint meetings and those additional meetings may occur on concurrence of all three parties. The Executive Director shall present on ATP's progress in implementing Project Connect. The annual management report shall include a presentation on the project statuses, financial status of ATP, implementation of and compliance with ATP Workforce and Equity policies, and progress towards implementation of Project Connect. The report shall include any anticipated adjustments to the Implementation Sequence Plan and the scope of any projects. The Parties shall discuss and consider amendments to the JPA, as necessary, which may be brought by any Party.

4.3 **Commitments of ATP.** ATP recognizes equity is a core value of Project Connect. As Project Connect continues to develop, ATP's internal policies will grow to reflect this value across every stage of project development and delivery. The Community Commitment Resolution and Contract with Voters Resolutions requires ATP to adopt policies that will meet all the commitments made by City Council and the Capital Metro Board to the voters. The ATP Board has taken action to either meet these commitments or ensure they will be met. ATP agrees to effectuate these policies to ensure that the vision of Project Connect as an equitable transit system is realized. ATP commits to implementing the following policies ("Workforce and Equity Policies"):

- Developing, adopting and implementing 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. To further clarify the community engagement component of the business impact mitigation strategy, ATP commits that the business impact mitigation Strategy shall be reviewed by the CAC, the TACs, and available for public input prior to adoption. ATP commits to reaching out to organizations and businesses located along the Project Connect corridors to seek input and guidance on the mitigation strategy.
- Developing and implementing a Disadvantaged Business Enterprise Program to meet and comply with federal regulations to ensure that maximum opportunities are available to women, minority, and small businesses, including veteran-owned businesses, to participate.
- Developing and implementing a policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program which ensures compliance with all applicable federal, state, and local safety laws and includes :

- Completion of OSHA 10-hour training for workers;
 - Completion of OSHA 30-hour training for supervisors;
 - Receipt of personal protective equipment free-of-charge for workers in accordance with federal laws and regulations;
 - Coverage by workers' compensation insurance; and,
 - On-site monitoring independent of construction companies and their affiliates. The ATP Board must make a determination that the on-site monitors are: 1) independent of construction companies or their affiliates; and 2) not fiscally sponsored by construction companies or industry trade groups, and 3) accredited by a community organization that represents the interest of workers
- Developing and implementing a construction careers program which meets the requirements of federal law and regulations and includes City of Austin hiring goals to hire workers from apprenticeship and craft training programs, and which promotes the hiring of local workers so long as possible within the existing workforce.
 - Developing and implementing a policy that ensures a living wage as established by the City of Austin or 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. To further clarify the living wage component of the program, workers whose prevailing wage under the Davis Bacon Act is above a living wage as established by the City shall be required to be paid at least the prevailing wage under the Davis Bacon Act, as required by law. Workers whose prevailing wage under the Davis Bacon Act is below a living wage as established by the City shall be required to be paid at least the living wage as established by the City. Therefore, contracts will ensure a living wage or a prevailing wage under Davis Bacon, depending on the classification of worker. All workers shall be paid by check. In all instances the JPA terms shall comply with state and federal wage and hour laws.

4.4 Responsibilities of ATP. As stated herein, it is the responsibility of ATP to implement Project Connect. ATP shall work with Capital Metro (the region's designated grant recipient) and FTA to meet the requirements for New Starts Capital Investment Grants and other grant opportunities. ATP shall work with the City and Capital Metro to comply with applicable City and Capital Metro policies and regulations. ATP shall receive funding from: (i) the City and Capital Metro, (ii) federal or other grants, and (iii) other funding sources as necessary.

4.4.1 Financial Modeling and Planning. The Financial Model shall not be updated or changed until the light rail project components reach 30% design. Thereafter, ATP shall update and review the cash flow model annually in concert with the

Implementation Sequence Plan, and as otherwise needed to establish the financial status of ATP in implementing Project Connect.

The review should determine if the Implementation Sequence Plan requires adjustment. ATP shall present its findings and recommended actions at the Joint Annual Meeting but may also request a special-called meeting of the Parties for changes to the Implementation Sequence Plan as needed.

Annually, the ATP Executive Director shall review and make recommendations to the City and Capital Metro on options for revising the cashflow allocation plan for transit-supportive anti-displacement dollars in order to make funds available for transit-supportive anti-displacement strategies earlier in each of the three \$100-million allotments, while maintaining the transit projects' required cashflow and schedules.

4.4.2 Funding Allocations and Procedures for Use of Funds for Transit-Supportive Anti-Displacement Strategies Related to the Implementation of Project Connect. ATP shall follow the procedures in the ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs (approved by City Council on March 25, 2021 [Item No. 35], and ATP Board on March 17, 2021 [Resolution No. ATP-2021-012; Action Item No. 3]), provided hereto as Attachment C, which requires ATP to reimburse up to \$300 million for the City to implement transit-supportive anti-displacement strategies.

4.4.3 Utility and Right-of-Way Agreements. Project Connect transit projects will largely be delivered within existing City of Austin right-of-way or Capital Metro right-of-way.

- ATP shall coordinate with the City and Capital Metro to align coordination between the Parties and both public and private utilities.
- ATP shall work with the City to develop a Utilities Rules of Practice, subject to final approval by the City.
- ATP shall coordinate with the City and Capital Metro for temporary and permanent use of right-of-way, with adoption by City Council for permanent uses.

4.4.4 Design Review and Permitting Standards. In accordance with Sections 3 and 5 of this Agreement, ATP shall provide and prioritize resources to develop and provide for design review and permitting standards that support the scope, schedule, and program budgets of Project Connect.

4.4.5 Records. ATP shall maintain records documenting its implementation of and compliance with the policies listed in Section 4.3, and shall make such documents

available to the City and Capital Metro at ATP's offices, at all reasonable times and as often as the City or Capital Metro may deem necessary during the Agreement.

4.4.6 Funding Allocation for Project Connect Office. ATP shall reimburse the City for staffing a Project Connect Office in accordance with the terms and conditions of an interlocal agreement between the ATP and City of Austin.

4.4.7 Notifications. ATP shall notify the City Manager or City Manager's designee of substantive changes to the above Workforce and Equity Policies.

SECTION 5. ROLES AND RESPONSIBILITIES OF THE CITY OF AUSTIN AND CAPITAL METRO

5.1. **Joint Responsibilities of City Council and the Capital Metro Board.** The Capital Metro Board and City Council have the following duties:

- supporting ATP in the implementation of Project Connect to ensure ATP achieves the governmental purpose for which it was jointly created;
- appointing ATP Board members in accordance with the nomination and appointment process provided for in the Articles of Incorporation;
- reviewing and adopting proposed amendments to the Articles of Incorporation and Bylaws as put forth by ATP; and
- modifying the Implementation Sequence Plan by joint action of both City Council and the Capital Metro Board as requested by ATP.

5.2. **City of Austin Roles and Responsibilities.**

5.2.1. **City of Austin Officials.** The principal City officials and representatives:

5.2.1.1. **City Council.** In addition to other responsibilities as provided in this Agreement, City Council approval is required for certain supplemental interlocal agreements, and for reviewing and approving code variances and waivers beneficial to support to support the unique nature of Project Connect design and construction.

5.2.1.2. **City Manager.** In addition to other responsibilities as provided in this Agreement, the City Manager shall ensure that a "City of Austin Project Connect Office" (PCO) is established for the duration of the implementation of Project Connect to the extent funding is provided by ATP and/or approved by Council, and that adequate staff resources are available to support the implementation of Project Connect. The City Manager shall direct staff to:

- interpret and apply regulations applicable to Project Connect in a manner that best facilitates the equitable design and construction

of Project Connect when a regulation may be reasonably interpreted in different ways; and

- support ATP and Capital Metro in achieving ATP's goals and schedules by reviewing all submitted plans and documents in a manner and timeframe necessary and reasonable in order to adhere to the project sequence plan in the Contract with the Voters and associated schedule and committing to combine its public and technical review processes with ATP's wherever possible, including making all plans and documents publicly available and allowing for community engagement in accordance with standard City procedures, including making all plans and documents publicly available and allowing for community engagement in accordance with City procedures; and
- review the Fee Schedule to recommend to City Council any updates that are required to fully and accurately reflect permitting and review costs; and
- review the City Code and provide recommendations to the City Council for approval, identifying any variances or waivers of City Code, regulations, or processes that will facilitate the unique nature of Project Connect design and construction, while still ensuring that Project Connect is designed and constructed in an equitable manner and in accordance with commonly accepted engineering and construction practices and in a manner that is cognizant of other City policies; and
- Ensure utilities coordination and services are prioritized to facilitate program delivery and avoid construction delays.

5.2.1.3. **Project Connect Office (PCO).** Provided funding is available, the City, through its Project Connect Office, shall provide ATP with professional services to assist with overall coordination of input from relevant City departments and for the design review, permitting, and inspection of Project Connect. ATP shall pay the City for the services provided on a cost reimbursement basis up to the amount included in the then-current budget, which shall align with the Interlocal Agreement approved by the City Council and ATP Board. The payments for such services shall be made in accordance with the timelines set forth in Chapter 2251 of the Texas Government Code (the "Prompt Payment Act") and shall not be unreasonably withheld. As part of the annual budget process for the Project Connect Office, the PCO staff will submit its proposed annual budget to ATP annually by April 1st. The City and ATP staff shall work to reach agreement by May 31st on a proposed budget to be submitted to the City Council and ATP Board for approval. The proposed budget shall be presented to City Council and the ATP Board for approval through each party's budget adoption process.

5.2.2. **City of Austin Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, the City shall:

- transfer Project Connect tax revenue in accordance with the Community Contract with Voters and the ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP, (approved by ATP Board on June 16, 2021 [Resolution No. ATP-2021-020; Action Item No. 5], and City Council on July 29, 2021 [Item 43]), attached and incorporated as Attachment D.
- utilize the \$300 million dedicated to transit-supportive anti-displacement strategies to 1) acquire real property for transit-supportive development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, 2) implement financing tools for funding anti-displacement strategies related to Project Connect, and 3) implement any other anti-displacement programs related to the Project Connect, which may include, but are not limited to:
 - creating with the community, neighborhood-level prevention and mitigation strategies based on the Equity Assessment Tool, and
 - creating a publicly available key performance indicators dashboard to track progress on the strategies identified for implementation.
- Seek reimbursement from ATP in accordance with the Interlocal Grant Agreement, Attachment C and subsection 5.2.1.3 of this agreement.

5.2.3. **Capital Metro Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, Capital Metro shall:

- Dedicate the balance of its Capital Expansion to the implementation of Project Connect as provided in the Community Commitment Resolution.
- Commit all estimated revenues identified in the Estimated Long-Term Contribution as provided for in the Community Commitment Resolution.
- Capital Metro (the region's designated grant recipient) shall work with ATP and FTA to meet the requirements for New Starts Capital Investment Grants and other grant opportunities and may serve as FTA Project Sponsor, in partnership with ATP, and if applicable transfer funds received from any grants received through the Capital Investment Grants Program.
- Complete the federally required National Environmental Policy Act ("NEPA") Preliminary Engineering process to obtain an FTA Record of Decision for the approved Locally Preferred Alternatives approved for the Orange, Blue and Gold Lines and MetroRapid.
- Complete the MetroRapid and MetroRail program projects and obtain reimbursement from ATP.
- Enter in interlocal agreements with ATP to transfer funding to operate and maintain Project Connect assets.

- Develop operational readiness program for each project to contract, hire, and train staff and complete other requirements to prepare for revenue service operation.
- Direct, or via contract support, perform safety inspections and complete any FTA safety certification or other requirements.
- Continue to operate transit service and shall provide information to the community and customers about anticipated service changes and service change processes so they may be engaged and informed.

SECTION 6. TERMINATION

- 6.1 **Automatic Termination.** This Agreement will terminate upon the earlier to occur of: 1) execution of a written termination by all Parties; 2) the dissolution of the ATP; or 3) ten years, and shall automatically renew for additional ten-year terms, unless terminated by the Parties. If there is a superseding agreement put in place, all existing parties shall produce a timeline by which the superseding agreement shall be executed, which allows for community engagement.
- 6.2 **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, provided however that the Party notifies the other Parties and provides at least a 30-day cure period prior to proceeding to a notice of termination.
- 6.3 **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 sixty (60) days' written notice as described in Section 7.1, below.

SECTION 7. DEFAULT AND REMEDIES

7.1 Events of Default.

7.1.1 A Party shall not be in breach or default under the terms of this Agreement for any act, omission, or failure to perform hereunder except as expressly provided in this Section.

7.1.2 Prior to declaring an Event of Default (as defined in Section 7.1.3 below) against another Party hereunder a Party must first deliver written notice to such other Party's executive officer (as described in Section 2.5) and general counsel, specifying the events and circumstances regarding such alleged breach and specifying any action which the notifying party desires the receiving Party to take to remedy such alleged breach ("Default Advisory Notice"). The receiving Party shall work in good faith with the notifying Party to resolve the matter within a reasonable amount of time but in any event no less than sixty (60) days.

7.1.3 If after delivering a Default Advisory Notice, the alleged breach is not resolved to the reasonable satisfaction of the notifying Party within sixty (60) days, then the notifying Party may declare an Event of Default against the receiving Party by delivering written notice thereof to the defaulting Party (a "Default Notice"); provided, however, that no Party shall be authorized to deliver a Default Notice unless the governing body of the notifying Party has taken official action declaring the defaulting Party to be in material breach under the terms of this Agreement in an open meeting (an "Event of Default") and directing staff to deliver such Default Notice to the defaulting Party. After receiving a Default Notice, the defaulting Party shall have an additional sixty (60) days to cure such Event of Default or such additional amount time as may be reasonably necessary to cure such Event of Default, but only so long as such defaulting Party is diligently seeking to cure such Event of Default the ("Cure Period").

7.2 **Limitation on Remedies.** A Party shall not be entitled to pursue any remedies (whether at law or in equity) against any other Party hereunder except with respect to an Event of Default declared in accordance with Section 7.1, and then only if the defaulting Party has failed to reasonably cure such default prior to the expiration of the Cure Period therefor. The Parties' remedies for an Event of Default shall be limited to seeking declaratory or injunctive relief against the defaulting party. No Party shall be justified or otherwise permitted, by virtue of an Event of Default of another Party, to terminate this Agreement or any Supplemental Agreement, withhold performance, or suspend performance of its obligations or responsibilities hereunder or under any Supplemental Agreement, nor shall any Party be entitled to seek punitive, actual or consequential damages.

7.3 **Effect on Other Agreements.** This Section 7 shall apply only to this Agreement, and shall not apply to any Supplemental Agreement entered into by any of the Parties prior to or following the execution and delivery of this Agreement.

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

Casey Burack (or her successor)

General Counsel
700 Lavaca Street
Fourteenth Floor
Austin, TX 78701

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

Ashley Glotzer (or her successor)
Chief Counsel
2910 E. 5th Street
Austin, TX 78702

- 8.1.4 **City of Austin Address.** The address of City of Austin for all purposes under this Agreement and for all notices is the following:

Deborah Thomas (or her successor)
Interim City Attorney
301 W. 2nd Street
Fourth Floor
Austin, TX 78701

- 8.1.5. **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 (or if the dispute is between two Parties, both Parties) are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless the involved 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 endeavor to notify the other Party or Parties within five (5) business days of the occurrence of the force majeure event , 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 under 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 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 ATP, 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.

8.10 **Public Information Act.** The Parties are subject to the Public Information Act and any information shared between the Parties may be subject to disclosure pursuant to Texas Government Code Chapter 552, as amended.

8.11 **Confidential Information.** Notwithstanding Section 8.10 (Public Information Act) above, the Parties may be granted access to certain of the other Party's (or Parties') or licensor's confidential information or data (including inventions, employee information, confidential know-how, confidential business information, and other information which the Parties or their licensors consider confidential) ("Confidential Information") to provide Project Connect. Confidential Information will be transmitted in writing and clearly marked "Confidential," "Proprietary," or similarly, or if disclosed orally will be reduced to writing by disclosing Party, clearly marked "Confidential," "Proprietary," or similarly, and transmitted to the receiving Party within thirty (30) days after oral disclosure. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the non-disclosing Party and its licensors.

The Parties (including their employees, Subcontractors, agents, or representatives) agree to maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the disclosing Party, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority (including a Texas Attorney General Opinion) with proper jurisdiction. In all cases, the Parties agree to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective order. The Parties agree to use protective measures no less stringent than the Parties use in their own business to protect their own most valuable information. In all circumstances, the Parties' protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.12 **Order of Precedence.** To the extent there is a conflict between the terms of this Agreement and any Attachment, the following shall be the order of precedence for interpreting a conflict in terms: 1) this Agreement and any subsequent amendments to this Agreement; 2) any Attachments to this Agreement, as amended.

8.13 **Appropriation.** Other than as provided in Attachment C and Attachment D, all funding commitments under this Agreement are subject to annual appropriation by the City, Capital Metro, and ATP.

8.14 **Recitals.** The recitals contained in the preamble are not made a part of this Agreement.

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).

AUSTIN TRANSIT PARTNERSHIP:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Casey Burack, General Counsel

CAPITAL METRO:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Ashley Glotzer, Chief Counsel

CITY OF AUSTIN:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Deborah Thomas, Acting City Attorney

ATTACHMENTS:

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended.

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

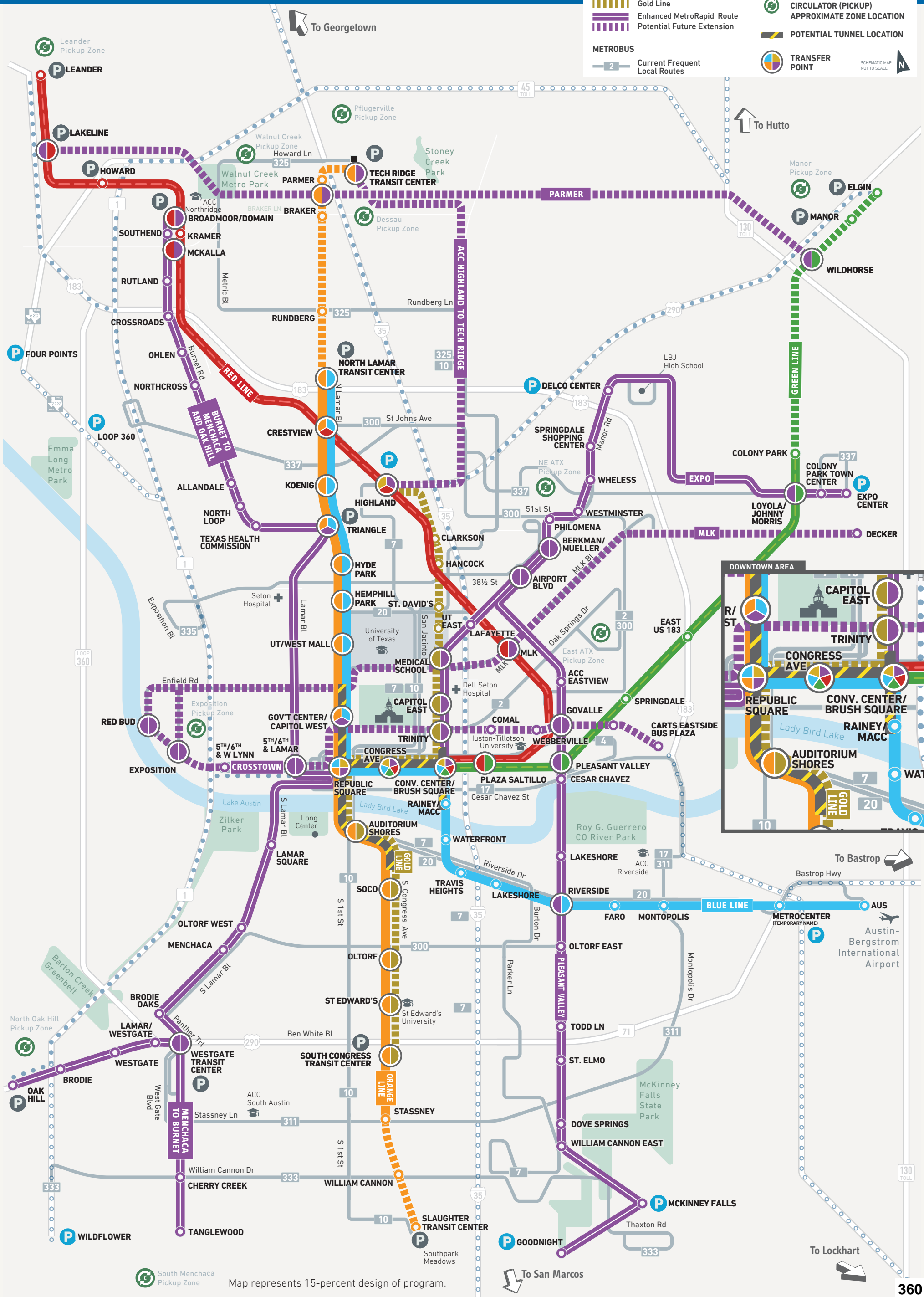
Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

Attachment A: The Investment Map and Associated Implementation
Sequence Plan.

INITIAL INVESTMENT | August 2021

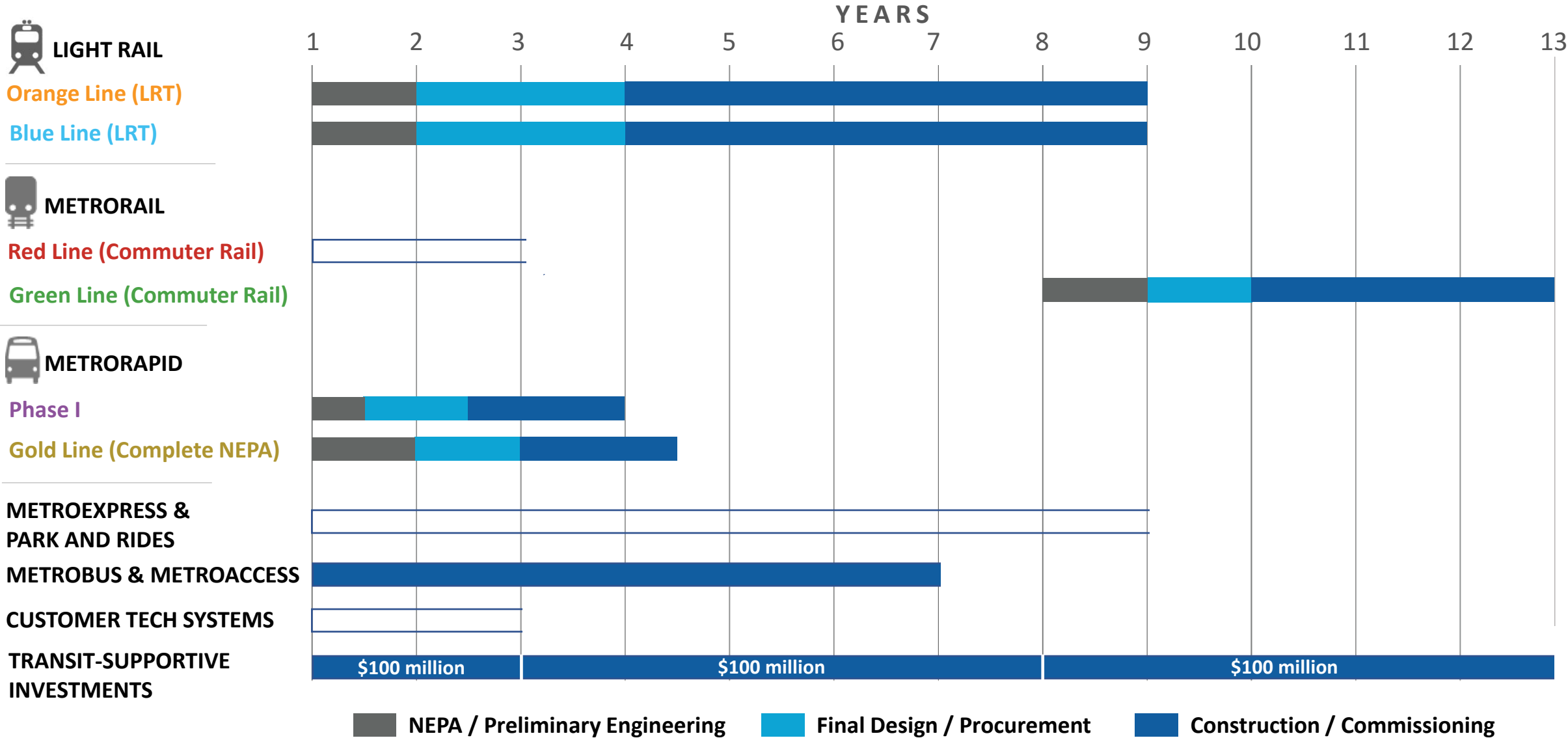
- LIGHT RAIL**
- Orange Line
 - Potential Future Extension
 - Blue Line
- METRORAIL**
- Red Line
 - Green Line
 - Potential Future Extension
- METRORAPID**
- Gold Line
 - Enhanced MetroRapid Route
 - Potential Future Extension
- METROBUS**
- Current Frequent Local Routes

- METROEXPRESS**
- Current MetroExpress
 - Future MetroExpress
- ADDITIONAL AVAILABLE SERVICES**
- MetroAccess
 - MetroBike
 - CURRENT PARK & RIDE
 - PROPOSED PARK & RIDE
 - CIRCULATOR (PICKUP)
 - APPROXIMATE ZONE LOCATION
 - POTENTIAL TUNNEL LOCATION
 - TRANSFER POINT
- SCHEMATIC MAP NOT TO SCALE



Initial Investment Sequence Plan

Years based on federal NEPA and funding approvals



Attachment B: List of existing supplemental agreements between the Parties, as amended.

List of existing supplemental agreements between the Parties, as amended.

| Date | Purpose | Parties |
|---------------|--|--------------------------------|
| August 2020 | Interlocal agreement committing to the creation of the ATP local government corporation. | Capital Metro & City of Austin |
| December 2020 | Joint resolutions creating the ATP, approving and adopting the corporations Articles of Incorporation and Bylaws, and appointing the initial Board (Articles of Incorporation were subsequently filed with the Attorney General's Office and Bylaws adopted by the ATP Board). | Capital Metro & City of Austin |
| December 2020 | Amendment to the August 2020 Interlocal agreement related to the Project Connect Community Advisory Committee. | Capital Metro & City of Austin |
| January 2021 | Interlocal agreement for Capital Metro to provide certain administrative and corporate support functions to ATP, and for Capital Metro to implement certain projects that are part of the Project Connect program. | Capital Metro & ATP |
| March 2021 | Interlocal agreement to transfer funding from ATP to the City of Austin for the City of Austin's support in the implementation of the Project Connect transit program. | ATP & City of Austin |
| March 2021 | Interlocal agreement to transfer funding from ATP to the City of Austin for transit-supportive anti-displacement programs, as required by the Contract with Voters. | ATP & City of Austin |
| July 2021 | Interlocal agreement establishing procedures to transfer Proposition A revenue from the City to ATP to implement Project Connect, as required by the Contract with Voters | City of Austin & ATP |

**Attachment C: The ATP and City of Austin Interlocal Grant Agreement
for Project Connect Anti-Displacement Programs.**

INTERLOCAL GRANT AGREEMENT BETWEEN
THE CITY OF AUSTIN
AND
AUSTIN TRANSIT PARTNERSHIP
RELATED TO PROJECT CONNECT ANTI-DISPLACEMENT PROGRAM
EXPENDITURES

This interlocal grant agreement (the “**Grant Agreement**”), dated and effective upon the date the Grant Agreement is signed by both Parties, is entered into by and between the Austin Transit Partnership (“**Grantor**” or “**ATP**”), a joint local government corporation under Chapter 431 of the Texas Transportation Code, and the City of Austin (“**Grantee**” or the “**City**”), a home-rule municipality incorporated by the State of Texas, each a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the City Council adopted Resolution No. 20200423-038, expressing its support of 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, on November 3, 2020, voters approved a ballot measure to dedicate funding to ATP for the implementation of Project Connect, a high-capacity transit system and investment in transit-supportive anti-displacement strategies; and

WHEREAS, pursuant to the Resolution No. 20200812-015, known as the City’s “Contract with the Voters,” ATP is to provide a total of \$300,000,000 of the Project Connect Tax Revenue (“**Project Connect Anti-Displacement Funding**”) in accordance with the Implementation Sequence Plan (attached as Exhibit A) to the City through a grant agreement; and

WHEREAS, the City subsequently requested that ATP accelerate distribution of the first \$100,000,000 of the Project Connect Anti-Displacement Funding during the first three years of the Implementation Sequence Plan; and

WHEREAS, the “Contract with the Voters” provides that the City must utilize the \$300,000,000 to (1) acquire real property for transit supportive development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, or (2) financing tools and other anti-displacement strategies related to the implementation of Project Connect (“**Project Connect Anti-Displacement Programs**”); and

WHEREAS, the “Contract with the Voters” and Resolution No. 20210204-062 require the City to develop a “community-informed partnership and process” for the use of these funds; and

WHEREAS, the “Contract with the Voters” provides that the Neighborhood Housing and Community Development, with assistance from other departments such as the Equity Office and Sustainability Office, shall develop proposals based on the community-informed process for approval by City Council; and

WHEREAS, Resolution No. 20200903-044 expresses the intent of City Council to work with impacted neighborhoods in the creation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement; and

WHEREAS, the City and the Capital Metropolitan Transportation Authority entered into an interlocal agreement, which provides for the creation of a Community Advisory Committee to assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement; and

WHEREAS, the City has developed, implemented and administered anti-displacement programs of a similar nature and has the staff, expertise, and corporate experience to execute the Project Connect Anti-Displacement Programs in furtherance of the Project Connect System Plan as ATP focuses on other aspects of Project Connect; and

WHEREAS, in order to meet the schedule laid out in the Implementation Sequence Plan, ATP and the City desire to enter into this Grant Agreement; and

WHEREAS, the City and ATP have authority to enter this interlocal grant agreement through the Texas Constitution, Article 3, Section 64, Texas Transportation Code Chapter 431 (“The Texas Transportation Corporation Act”), and Texas Government Code Chapter 791 (“The Interlocal Cooperation Act”);

NOW, THEREFORE, the Parties agree as follows:

GRANT AGREEMENT

1. Purpose. The purpose of the Grant Agreement is to provide funding for the City to administer and implement the Project Connect Anti-Displacement Programs as described in the Contract with the Voters. This program supports the “Economic Opportunity and Affordability,” “Mobility,” and “Government that Works for All” objectives in the City’s Strategic Directions 2023. This Grant Agreement is entered pursuant to the Texas Constitution, Article 3, Section 64; Texas Transportation Code Chapter 431 (“The Texas Transportation Corporation Act”); and Texas Government Code Chapter 791 (The Interlocal Cooperation Act”).

2. Term of Agreement. The Grant Agreement shall be in effect for each fiscal year (October 1st to September 30th) beginning with the execution of this Grant Agreement and

until ATP has transferred the Project Connect Anti-Displacement Funding to the City in accordance with the Implementation Sequence Plan, or the Grant Agreement is terminated (the “Term”).

3. Designation of Key Personnel. The City’s Housing and Planning Department (“HPD”) shall serve as the City Manager’s designee for purposes of this Grant Agreement. HPD has the technical and community capacity to perform the responsibilities of this Grant Agreement. HPD shall engage other City departments and personnel as needed to ensure success in the implementation of selected strategies. The ATP Chief Financial Officer/Chief Development Officer or their designee shall serve as ATP’s designee for purposes of this Grant Agreement.

4. Responsibilities of the Parties.

(a) Annual Budget. For each fiscal year during the term of the Grant Agreement, the City and ATP Chief Financial Officers, along with the City Director of HPD shall, during the annual budget process, meet, negotiate, and approve in good faith the amount of the annual funding allocation in accordance with the Implementation Sequence Plan to implement and administer the Project Connect Anti-Displacement Programs. The planned schedule of annual funding allocations is listed in Exhibit B. The annual funding allocation must be included as part of the annual proposed budget for each Party, which must also be approved by the City Council of the City of Austin and the Board of Directors of the ATP. The Parties acknowledge and agree that the Parties shall endeavor to commence the annual budget process prior to the commencement of the fiscal year.

(b) Reimbursement of Funds. ATP will provide grant reimbursement to the City based on actual expenditures, which can include costs of staff time to implement the Project Connect Anti-Displacement Programs in a manner consistent with the Contract with the Voters. The Parties will work to create “Grant Reimbursement Procedures,” which will be adopted prior the first request for reimbursement and amended thereafter as necessary, to include the necessary forms and documentation to process grant reimbursement requests. All grant reimbursements shall be paid only out of ATP’s current revenues or any other funds lawfully available therefore (and appropriated for such purpose) in accordance with Article 11, Sections 5 and 7 of the Texas Constitution.

(c) Federal Grant Opportunities for Real Property Acquisition. The Parties acknowledge and agree that the Contract with the Voters provides that any real property acquired with the Project Connect Anti-Displacement Funding should, where possible, comply with Federal Transit Agency (“FTA”) requirements, and the City will endeavor to comply with such requirements, including to amend this Grant Agreement as ATP deems necessary.

(d) Real Property Acquisition Technical Approval. If HPD identifies any real property acquisition that is directly adjacent to the alignment of any light rail, bus, or commuter rail investments, prior to initiating the acquisition, HPD shall first notify ATP of such potential acquisition and must receive approval prior to initiating such acquisition from the ATP Chief Program Officer to ensure there are no design or engineering conflicts. ATP shall review any such approval requests in a timely manner.

(e) Real Property Acquisition Assistance. HPD may, to the extent ATP determines such acquisition is compliant with FTA and the Project Connect technical requirements, request that ATP acquire a real property interest on behalf of HPD with the Project Connect Anti-Displacement Funding. ATP shall be under no obligation to acquire such property on behalf of the City.

5. Responsibilities of the City. HPD, as the City Manager's designee, shall complete the tasks as directed by City Council in Resolution Nos. 20200812-015, 20200903-044, and 20210204-062. Additional policy direction from City Council, as long as it is consistent with the Contract with Voters, can be accomplished outside of this Grant Agreement, and will not require amendment(s) to this Grant Agreement.

6. Termination. This Grant Agreement may be terminated in its entirety in accordance with any of the following:

(a) by either Party, in the event ATP fails to appropriate funds in any budget year in this Grant Agreement in an amount sufficient to meet ATP's obligations hereunder, upon the first date such funding is not met pursuant to this Grant Agreement;

(b) by either Party, upon ninety (90) days' written notice to the other Party;
or

(c) by City, immediately upon written notice to ATP should ATP fail to make any payment by the forty-fifth (45th) day following City's provision of the relevant invoice or reimbursement documentation to ATP.

(d) ATP shall pay City for all costs incurred and services rendered prior to termination of the Grant Agreement.

7. Reporting. HPD shall provide an annual progress report on expenditures and outcomes of the use of the funds.

8. Audit Rights. ATP shall have the right, at its cost and expense, to have the books and records of the City related to the Grant Agreement (i) reviewed by ATP from time to time during the Term, and/or (ii) audited by a nationally or regionally recognized independent certified public accountant, under appropriate confidentiality provisions, for the purpose of verifying the accuracy of all fees and cost calculations under this Grant Agreement; provided, that any such audit shall be conducted no more than once per budget year (a "budget year" being defined as October 1 through September 30) and shall be conducted, in each case, upon at least thirty (30) days' advance written notice; provided further, that no review or audit shall be conducted outside of normal business hours or in a manner that interferes unreasonably with the City's business. The results of any such audit by the independent certified public accountant shall be reduced to writing and delivered to each Party. Any underpayment or overbilling determined by ATP pursuant to the review referenced in clause (i) above shall, upon the agreement of the City (or if there is a dispute, then upon resolution of such dispute pursuant to Section 21), promptly be paid by ATP or refunded by the City, as applicable. Any underpayment or overbilling determined by independent certified public accounting firm pursuant to the audit referenced in clause (ii)

above shall, upon the agreement of ATP and the City (or if there is a dispute, then upon resolution of such dispute pursuant to Section 21), promptly be paid by ATP or refunded by the City, as applicable. Parties shall retain all records created or maintained under this Agreement for a period of three years after final payment on this Agreement or until all audit and litigation matters that the Parties have brought to the attention of the other Party are resolved, whichever is longer.

9. Proprietary Materials. If a Party, any of its affiliates or its third-party service providers furnishes or makes available to the other Party (each, a “Disclosing Party”) any Proprietary Materials (as defined below) pursuant to this Grant Agreement, the Disclosing Party shall retain exclusive ownership therein. As used herein, “Proprietary Materials” means all information, data and knowledge marked proprietary and furnished or made available by any Disclosing Party to the other Party as part of the Services, or used in the performance of Services hereunder, and copies thereof, including software, documentation, techniques, tools, templates, processes, procedures, discoveries, inventions and technical data.

10. Confidentiality.

(a) Confidentiality. Except as otherwise permitted herein or as otherwise provided by law, each Party shall, and shall cause its affiliates and their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to, keep all information marked confidential regarding the business, affairs or plans (“Confidential Information”) of the Disclosing Party provided pursuant to this Grant Agreement strictly confidential. Notwithstanding the foregoing, this Section 10(a) shall not apply to Confidential Information which (1) becomes generally available to the public other than as a result of a disclosure by the Party that received such information or its representatives (“Recipient”), (2) was made available to the Recipient on a non-confidential basis prior to its disclosure to such Person pursuant to this Grant Agreement, (3) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party who did not acquire the Confidential Information from the Disclosing Party or (4) is required to be disclosed by legal process, a court decision, a government agency, or an administrative order; *provided* that the Recipient timely informs the Disclosing Party so that the Disclosing Party may seek a protective order, confidential treatment or other remedy, if possible.

(b) No Rights to Confidential Information. Each Party acknowledges and agrees that it will not acquire any right, title or interest in or to any Confidential Information of the Disclosing Party hereto by reason of this Grant Agreement or the provision or receipt of Services hereunder.

(c) Safeguards. Each Party agrees to establish and maintain administrative, physical and technical safeguards, data security procedures and other protections against the destruction, loss, unauthorized access or alteration of the Disclosing Party’s Confidential Information that are no less rigorous than those otherwise maintained for its own Confidential Information but in no event using less than reasonable care.

(d) Texas Public Information Act. Notwithstanding any terms and conditions in this Grant Agreement to the contrary, this Grant Agreement and related

documents are subject to the “Texas Public Information Act,” Texas Gov’t Code, Chapter 552. The City and ATP are subject to the Texas Public Information Act and must release information required to be released under the Texas Public Information Act and regulations promulgated thereunder.

11. Headings. The headings appearing herein are for convenience and reference only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Grant Agreement.

12. Amendment and Waiver. This Grant Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party, including in the case of ATP the approval of the ATP Board of Directors. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Grant Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Notices.

(a) Requirements. Except as otherwise specifically noted herein, any notice required or permitted to be given under this Grant 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.

(b) City of Austin Address. The address of City of Austin for all purposes under this Grant Agreement and for all notices:

Rosie Truelove (or her successor)
Director, Housing & Planning
Street-Jones Building
1000 E. 11th St., Suite 200
Austin, TX 78702

Ed Van Eenoo (or his successor)
Chief Financial Officer
301 W. 2nd Street
Austin, Texas 78701

With additional copy to:

Anne L. Morgan (or her successor)
City Attorney
301 W. 2nd Street
Austin, Texas 78701

- (c) ATP Address. The address of the ATP for all purposes under this Grant Agreement and for all notices:

Greg Canally (or his successor)
Chief Financial Officer
700 Lavaca Street
Suite 1400
Austin, Texas 78701

With additional copy to:

Casey Burack (or her successor)
General Counsel
700 Lavaca Street
Suite 1400
Austin, TX 78701

- (d) 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.

14. Successors and Assigns. Neither this Grant Agreement nor any of the rights or obligations of the Parties hereunder may be assigned by any Party without the prior written consent of the other Parties. Any attempted assignment or delegation in contravention hereof shall be null and void. Subject to the foregoing, this Grant Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

15. No Third Party Beneficiary Rights. This Grant Agreement is not intended to and shall not be construed to give any Person or entity other than the Parties signatory hereto (and successors and assigns permitted under Section 14) any interest or rights

(including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

16. Force Majeure. ATP will not be financially liable to the City and City shall not be liable for delays or failures to perform under the Grant 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 Grant Agreement. The affected Party shall notify the other Party within five (5) business days of the occurrence of the force majeure event or delay, whichever occurs later, 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.

17. No Right of Set-Off. Notwithstanding any other provisions of this Grant Agreement or any other agreement among the Parties, any payment to be made by any Party under this Grant Agreement will be made free of any set-off and will be promptly remitted to the Party entitled to receive payment hereunder. However, notice is hereby given of Article VIII, §1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

18. Expenses. Except as otherwise expressly provided herein, the Parties shall bear their own respective expenses (including, but not limited to, all compensation and expenses of counsel, financial advisors, consultants and independent accountants) incurred in connection with the preparation and execution of this Grant Agreement and consummation of the transactions contemplated hereby, unless otherwise expressly agreed in writing.

19. Counterparts. This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Grant Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Grant Agreement.

20. Governing Law and Venue. This Grant Agreement is governed by the laws of the State of Texas and all obligations under this Grant Agreement are performable in Travis County, Texas. Any suits relating to this Grant Agreement will be filed in a district court or federal court in Travis County, Texas.

21. Dispute Resolution/Mediation. Disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above with copies to the Chief Financial Officers of each of the City and ATP. If satisfactory resolution cannot be achieved between the Chief Financial Officers within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Grant 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.

22. 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 Grant 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.

23. Severability. If in any jurisdiction any term or provision hereof is determined to be invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

24. Entire Agreement. This Grant Agreement and the Exhibits hereto, together with the any SOW, shall constitute the entire understanding and agreement among the Parties to it in relation to the subject matter of this Grant Agreement and shall together supersede all previous agreements among the Parties in relation to the same subject matter.

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

Exhibits:

I. Exhibit A – Contract with Voters and Sequencing Plan

II. Exhibit B - Planned Annual Allotment of \$300 Million in Anti-Displacement Funds

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed and effective as of the date first set forth above.

CITY OF AUSTIN

By: Rodney Gonzales

Name: Rodney Gonzalez

Title: Assistant City Manager

Date: April 8, 2021

Approved as to form:

Brandon W. Carr
Brandon W. Carr, Assistant City Attorney

AUSTIN TRANSIT PARTNERSHIP

By: E-SIGNED by Greg Canally
on 2021-04-05 21:59:55 GMT

Greg Canally
Chief Financial Officer

Date: April 05, 2021

Approved as to form:

E-SIGNED by Casey Burack
on 2021-04-05 17:17:20 GMT

Casey Burack, General Counsel

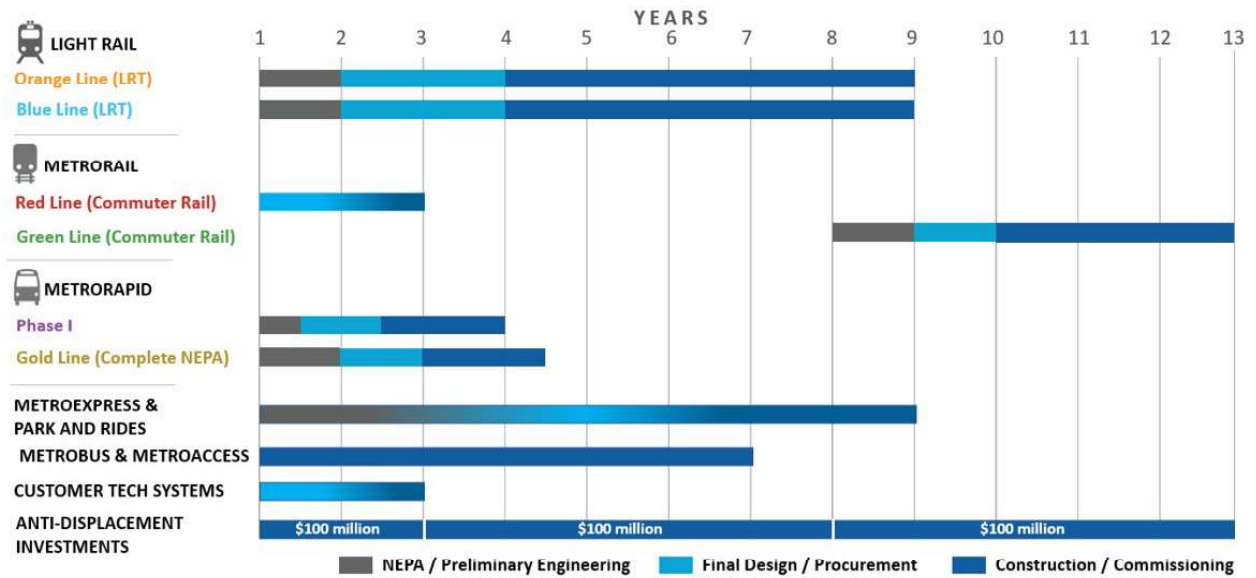
Exhibit A

Exhibit B
Planned Annual Allotment of \$300 Million in Anti-Displacement Funds

| Implementation Sequencing Plan | FY | Amount |
|--------------------------------|-------------|--------------|
| Years 1-3 \$100 million | FY 2020-21 | \$23 million |
| | FY 2021-22 | \$42 million |
| | FY 2022-23 | \$35 million |
| Years 4-8 \$100 million | FY 2023-24 | \$20 million |
| | FY 2024-25 | \$20 million |
| | FY 2025-26 | \$20 million |
| | FY 2026-27 | \$20 million |
| | FY 2027-28 | \$20 million |
| Years 9-13 \$100 million | FY 2028-29 | \$20 million |
| | FY 2029-30 | \$20 million |
| | FY 2030-31 | \$20 million |
| | FY 2031-32 | \$20 million |
| | FY 2032 -33 | \$20 million |

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

INTERLOCAL AGREEMENT BETWEEN CITY OF AUSTIN AND THE AUSTIN TRANSIT PARTNERSHIP
FOR TERMS OF JOINT POWERS AGREEMENT ON TRANSFER OF
“NOVEMBER 2020 PROPOSITION A” PROPERTY TAX REVENUE

The purpose of this Interlocal Agreement Between City of Austin and the Austin Transit Partnership for Terms of Joint Powers Agreement on Transfer of “November 2020 Proposition A” Property Tax Revenue (“Agreement”) is to define the process and procedures for the allocation and distribution of November 2020 Proposition A property tax revenue collected by the City of Austin (“City”), to the Austin Transit Partnership (“ATP”). This Agreement is consistent with the direction from City Council in the Contract with the Voters, shall satisfy the requirement of the Contract with Voters to include such process and procedures, and shall be referenced as such when the full Joint Powers Agreement is approved.

Background

On November 3, 2020, voters approved Proposition A (“Prop A”) Tax Rate Election, which dedicated \$0.0875 of the approved \$0.5335 City tax year 2020 property tax rate for the current Fiscal Year (FY) 2020-21 for the investment in Project Connect. The FY 2020-21 property tax revenue associated with this \$0.0875 tax rate, and property tax revenue in future years calculated in accordance with a formula defined below, is:

“to be dedicated by the City to an independent board (ATP) to oversee and finance the acquisition, construction, equipping, and operations of the rapid transit system.”

In the Contract with the Voters approved by City Council (Resolution 20200812-00315) the City committed that:

“Upon voter approval of the tax rate, beginning in Fiscal Year 2020-21, the City Manager is directed to transfer the Project Connect Tax Revenue to Austin Transit Partnership.”

Further, the City Manager was directed:

“to develop procedures to transfer the Project Connect Tax Revenue in a proportionate amount on an annual or more frequent basis, for the current and future years, and include those procedures in a future Joint Powers Agreement (“JPA”) between the City and Austin Transit Partnership. The transfer of the Project Connect Tax Revenue will continue until such time as all debt issued and financial obligations incurred by Austin Transit Partnership are paid off and funds are no longer required for operations, maintenance, or state of good repair for assets funded by Austin Transit Partnership.”

Property Tax Revenue

Language in the Contract with the Voters that directs the City Manager to develop procedures to transfer the Project Connect Tax Revenue in a proportionate amount was crafted with the purpose and intent of acknowledging that tax rates generally change each year. As background, the City’s annual tax rate is set by the City Council based on the interplay between taxable property values (certified by each of the appraisal districts that have property in the City limits: Travis Central Appraisal District, Williamson Central Appraisal District, and Hays Central Appraisal District), the City’s revenue needs, and the calculation formula mandated by State law. Currently, State law allows the City to adopt an operations and maintenance property tax rate that would generate up to 3.5% more property tax revenue for operations

and maintenance than in the previous year from properties taxed in both years, net of certain adjustments. A property tax rate increase in excess of this level requires approval by the voters in a citywide election. As taxable property values rise, it exerts downward pressure on the property tax rate. Conversely, if taxable values were to decrease, it would generate upwards pressure on the tax rate. The Project Connect financial model was created and presented, not based on a static property tax rate, but on a proportionate share basis recognizing this dynamic. At the time the model was developed, when the City Council approved the Prop A ballot, and when the City adopted the Fiscal Year 2020-21 tax rate, ATP's proportionate share of the operations and maintenance property tax rate was 20.789% and the allocation formula detailed below is intended to provide ATP with this same proportion of operations and maintenance property tax revenue in future years.

Section 1: Allocation of Property Tax Revenue

A: Revenue Definition

For the purposes of this agreement, Property Tax Revenue shall refer to the revenue collected by the City for maintenance and operations ("M&O"). It shall exclude revenue pertaining to the debt service portion of the total annual property tax rate. With respect to revenue associated with the maintenance and operations property tax rate, it includes current collections, delinquent collections, and penalties and interest incurred or accrued beginning with the 2020 tax year. Delinquent collections, and penalties and interest related to tax years prior to tax year 2020 are excluded from this agreement.

B: Apportionment Formula

The apportionment of the annual property tax revenue collected, beginning in FY2020-21 shall be calculated using the following formula. It is based on the first-year (Tax year 2020 and City fiscal year 2020-21) voter-approved M&O ad valorem rate of \$0.4209 per \$100 of taxable valuation, with \$0.0875 dedicated to Project Connect. All future property tax revenue shall be apportioned using this formula until use of the formula is superseded by subsequent voter action (such as another Tax Rate Election for any purpose) or amendment to this agreement (see 4D for amendment process) or the dissolution of ATP (consistent with the Contract with the Voters).

$$\text{City Share of Maintenance and Operations Property Tax Revenue} = 0.3334/0.4209 = \mathbf{79.211\%}$$

$$\text{Austin Transit Partnership Share of Maintenance and Operations Property Tax Revenue} = 0.0875/0.4209 = \mathbf{20.789\%}$$

In the event of a successful future City Tax Rate Election that increases the City's Maintenance and Operations Property Tax Rate, these calculations shall be amended to adjust the percentage of the ATP share of the City Maintenance and Operations Property Tax Revenue. This percentage shall be calculated by:

- 1) multiplying the current Austin Transit Partnership Share of Maintenance and Operations Property Tax Revenue apportionment percentage by the City Maintenance and Operations Property Tax Rate prior to the successful Tax Rate Election in the tax year in which the election takes place to determine the effective ATP share of the City's Maintenance and Operations Property Tax Rate; and then,

2) dividing this effective ATP share of the City's Maintenance and Operations Property Tax Rate by the total City Maintenance and Operations Tax Rate inclusive of the successful Tax Rate Election to generate the new Austin Transit Partnership Share of Maintenance and Operations Property Tax Revenue percentage.

ATP shall be promptly notified of the newly calculated Austin Transit Partnership Share of Maintenance and Operations Property Tax Revenue percentage.

C: Allowances

The City currently has three approved Tax Increment Reinvestment Zones (TIRZ), the Mueller, Waller Creek, and Seaholm TIRZs, to which 100% of the incremental property tax revenue collected within the TIRZ boundaries is currently allocated, and one Homestead Preservation Zone (HPZ), to which 20% of the incremental property tax revenue collected within the HPZ boundaries is currently allocated. Tax revenue required for each TIRZ and HPZ shall first be deducted from the total tax property tax revenue received by the City, prior to the proportional (based on share of the tax rate) disbursement of the revenue to the General Fund (M&O), Project Connect Fund (M&O) and debt service.

Prior to the amendment of an existing TIRZ, or approval of any future TIRZ or HPZ, the City shall require the consent of ATP only as to whether the ATP share of Prop A property tax revenue can be included in the capture rate of the TIRZ or HPZ. However, the City may create a TIRZ on city owned property without the consent of ATP including a TIRZ in which city property is the majority (50.1%) of the acres included in the zone.

In addition, the City has four economic incentive agreements (Chapter "380") in which the City has agreed to rebate all or some of the property tax paid back to the partner corporation. The corporation, terms of the agreement, and expiry dates of the agreements are included in the following table:

| Corporation | Reimbursement Calculation | Expiry |
|--------------------|--|---------------|
| Samsung | In years 1-10, 100% of tax on new equipment and machinery purchased and real property improvements made after 1/1/2006 for the 300 mm Fab; in years 11-20, 75% of taxes on same. | 12/31/2027 |
| Domain | 25% of City's incremental property tax, based on 5/1/2003 property valuation of \$235,228 per acre. Baseline value is \$12,504,720. | 12/31/2028 |
| Apple | 100% of the City's incremental property tax on improvements and on business personal property. | 12/31/2026 |

| | | |
|-----|--|------------|
| HDI | 100% of the City's incremental property tax on improvements and on business personal property. | 12/31/2024 |
|-----|--|------------|

In the calculation of the apportionment of property tax revenue, the City shall retain the portion of the property tax rebates related to ATP's share of the property tax paid by these corporations that is required to be reimbursed per the agreement between the City and the corporation. The retained property tax revenue will be paid to the corporations the following fiscal year in accordance with the agreements. The remittance to ATP will be net the pro rata share of the rebate agreements for the remaining term of the agreements.

If the City negotiates a new agreement, whether with these existing firms or new firms/corporations/entities to rebate property taxes for any reason, the City shall not include in any such agreement the portion of the Prop A property tax revenue without ATP's consent.

D: Remittance Calculation

The calculation below shall be based on transactions recorded by the City for the time periods outlined in Section 2A.

| | | |
|--------|--------|--|
| Step 1 | | Total City Property Tax Revenue Collected for tax years 2020 and later |
| Step 2 | (less) | TIRZ and HPZ capture revenue |
| Step 3 | (less) | Chapter 380 Requirements |
| Step 4 | = | Adjusted Total Property Tax Revenue |
| Step 5 | (less) | Share of revenue associated with annual debt service tax rate |
| Step 6 | = | Adjusted Total M&O Property Tax Revenue |
| Step 7 | X | ATP Share |
| Step 8 | = | ATP Property Tax Revenue |

Section 2: Payment Process

A: Remittance Schedule

The City shall make payments of annual Property Tax Revenue to ATP through the term of this Agreement according to the following schedule:

| Month-End | Time Period | Payment Due |
|-----------|---|---------------------------|
| January | October 1 to January 31 for current fiscal year; plus, audit adjustment transactions from prior fiscal year | April 20 th * |
| June | February 1 to June 30 for the current Fiscal Year | July 20 th |
| October | July 1 to September 30 for the current Fiscal Year | November 20 th |

* The first payment to ATP will be made no later than 30 days after this agreement is signed by both parties and shall be based on the time period(s) per schedule, to accommodate the adoption of this Agreement.

B: Payment Method

The City shall make payments to ATP using electronic funds transfer. ATP shall provide a letter on ATP's letterhead at least 30 days prior to the payment due dates listed above with the appropriate Automated Clearing House (ACH) or wiring instructions (full Routing Number and last four digits of the Account Number) so that this information may be verified against ATP's vendor code in the City's financial system. The ACH or wiring instructions must match the payment address that contains these instructions in the City's financial system. This 30-day window will allow time for updates to ATP's vendor record if necessary.

C: Credits

In the event the calculated payment to ATP results in a net credit to the City, the credit will be applied to the next positive payment balance. ATP is not expected nor required to issue a payment to the City for the credit amount.

D: Interest for Late Payments

Payments remitted 15 days past the due date due to no fault of ATP shall accrue interest, if such late remittance is caused by actions or events within the control of the City. The interest rate shall be equal to the One-Year Treasury Constant Maturity rate on the day the payment is due. Interest shall accrue until the payment is remitted and shall be compounded and calculated by the City. The interest shall be added to the next payment.

E: Remittance Documentation

Concurrent with each payment remitted to ATP, the City shall provide to ATP documentation that details the computations underlying the payment amount. The April 20th payment shall include for the prior fiscal year the final remittance calculation outlined in 1D as well as any credits or interest from late payments applied to the payment. In addition, the Total City Property Tax Revenue Collected from Step 1, 1D shall be shown by revenue type (current collections, delinquent collections, and penalties and interest incurred).

Section 3: Annual Budget

A: Estimation and Projections of Payment

On or before May 1 of each year, commencing May 1, 2022, the City shall provide to ATP a projection of payments consistent with this agreement to be made for the current and following five fiscal years. The City will endeavor to provide ATP updates on projected payments throughout the year.

B: Annual Budget

For the term of this Agreement, as authorized and directed by the voters and council, in the November 2020 election and the Contract with the Voters, the City Manager will provide a budget for council

adoption that provides the appropriate proportionate share of the City's M&O tax rate following the calculations and procedures in this Agreement, specifically Section 2A of this Agreement.

Section 4: Miscellaneous

A:Term

This agreement shall remain in place from date of execution until the earlier of:

- 1) The date all debt issued and financial obligations incurred by Austin Transit Partnership are paid off and funds are no longer required for operations, maintenance, or state of good repair for assets funded by ATP; or
- 2) The dissolution of ATP, in accordance with state law.

B: Audit Requirements

Upon reasonable prior written notice, ATP shall have the right to review all data and work relevant to the Property Tax Revenue calculations and payments to ATP. The City shall also have the right to review data and work relevant to determining if the Property Tax Revenue has been spent by ATP in accordance with the Contract with the Voters.

C: Financial Cooperation

The City and ATP agree to share any necessary financial information, data, and reports to support each entities' annual budgets, Comprehensive Annual Financial Reports, and bond sales. Both entities also agree that staff of each entity shall work to support any such request for this information, data, and reports.

D: Amendment

This agreement may be modified only by a written instrument executed by both the City and ATP.

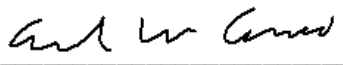
If an amendment is necessary to address changes in applicable law, that amendment will be brought forth in a manner consistent with the applicable law and the contract with the voters.

E: Effective Date of Agreement

The provisions of the agreement will come into full force and effect upon the execution and delivery by the parties.

By signing this agreement, each party represents that the person executing this agreement is duly authorized to do so, and that each party agrees to the terms.

Date: 8/17/2021

By: 

Ed Van Eenoo, Chief Financial Officer
City of Austin

Date: 8/2/21

By: 

Greg Canally, Chief Financial Officer/Chief
Development Officer
Austin Transit Partnership

**Joint Powers Agreement Between
Austin Transit Partnership and
Capital Metropolitan Transportation Authority and the City of Austin**

This Joint Powers Agreement (“Agreement”) is entered into between Austin Transit Partnership (“ATP”), a joint local government corporation created under Ch. 431 of the Texas Transportation Code, the City of Austin, Texas (the “City”), a home-rule municipality incorporated by the State of Texas, 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 Council and the Capital Metro Board recognized the benefits of a high-capacity transit system and determined that implementation of the Project Connect System Plan will create an integrated transit system that addresses transit needs for safer, faster, and more reliable transportation that will improve access to essential services, such as education, health care, food access, childcare, jobs, and open space especially in historically underserved and underrepresented communities, and which will manage congestion, create jobs, improve the environment, and better connect people in our community; and

The voters of the City of Austin also recognized the benefits of Project Connect by approving a ballot measure at the November 3, 2020 special election to provide dedicated funding to an independent board to oversee the implementation of the Project Connect System Plan, including investment in transit-supportive anti-displacement strategies; and

The Capital Metro Board voted to provide the balance of its Capital Expansion Fund in the Fiscal Year 2021 and to commit certain long-term contributions to the furtherance of Project Connect upon voter approval; and

The Federal Transit Administration oversees transit and transit-supportive grant programs, providing federal grants to transit projects based on the following criteria: land use, cost effectiveness, mobility improvements, congestion relief, environmental benefits, and economic development, and the programs within the Project Connect System Plan are eligible to seek such a grant; and

The City Council and Capital Metro Board created a joint local government corporation, named Austin Transit Partnership, to serve as the independent entity responsible for the implementation of the Project Connect System Plan, including the financing of acquisition, construction, equipping, and funding operations of the expanded system; and

The City and Capital Metro must take the necessary actions to fulfill the commitments contained in the City Contract with the Voters and the Capital Metro Funding and Community Commitment, which includes entering into a Joint Powers Agreement; and

The City and Capital Metro entered into an interlocal agreement, providing that the Parties will execute a Joint Powers Agreement delineating the roles and responsibilities of all three Parties among other commitments; and

The Parties have properly authorized their agreement in accordance with Interlocal Cooperation Act, Texas Government Code Chapter 791. Through this Agreement the Parties confirm their commitment to and support of Project Connect and agree to cooperate and coordinate in good faith to assist each other in satisfying their respective obligations under this Agreement and to facilitate the timely implementation of Project Connect.

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 agreement between ATP, the City, and Capital Metro, entered into together with all Attachments thereto.
- 1.1.2. "ATP" means the Austin Transit Partnership, sometimes referred to as the Joint LGC or Corporation. ATP is a local government corporation, incorporated on December 22, 2020, created in compliance with 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").
- 1.1.3. "ATP Board" means the Austin Transit Partnership Board of Directors, as provided for in the Articles of Incorporation and Bylaws.
- 1.1.4. "Capital Metro Board" means the Board of Directors for the Capital Metropolitan Transportation Authority.
- 1.1.5. "City Council" means the City Council of the City of Austin, Texas.
- 1.1.6. "Executive Leadership" means the City of Austin City Manager, the Capital Metro President & CEO, and the ATP Executive Director.

- 1.1.7. “Federal Transit Administration (FTA)” means the operating administration of the U.S. Department of Transportation which oversees the Capital Investment Grant (CIG) Program and provides oversight and review of grant recipients and operators.
- 1.1.8. “Financial Model” means the September 2020 Project Connect Integrated Financial Model developed by PFM Financial Advisors, LLC which provides the cash flow model for the implementation of Project Connect.
- 1.1.9. “Fiscal Year” means that twelve-month time period between any October 1 and the next following September 30.
- 1.1.10. “Foundational Texts” means the documents that are 1) instrumental to the adoption of the Project Connect System Plan and Locally Preferred Alternatives for the Orange, Blue, Gold, Green, and MetroRapid Lines as a component of Capital Metro’s long-term transit plan and the City of Austin’s Strategic Mobility Plan (the transportation element of the Imagine Austin Comprehensive Plan), 2) instrumental to the corporate formation and establishment of the Austin Transit Partnership, and 3) instrumental to voter approval of Proposition A at the November 3, 2020 tax rate election which dedicated a portion of the City’s property tax revenue to implementation of Project Connect. These documents include:
- 1.1.10.1. Resolutions related to the Project Connect System Plan and Locally Preferred Alternatives (LPAs): The June 10, 2020 concurrent resolutions adopting and supporting the Project Connect System Plan and Locally Preferred Alternatives for Orange, Blue, Gold, Green and MetroRapid Lines. (CMTA Res. No. AI-2020-1273, COA Res. No. 20200610-002).
- 1.1.10.2. Articles of Incorporation: The Articles of Incorporation jointly approved by City Council and the Capital Metro Board and filed with the Secretary of State.
- 1.1.10.3. Bylaws: The bylaws for organization and meetings of the ATP Board approved by the Capital Metro Board and City Council and adopted by ATP.
- 1.1.10.4. Community Commitment and Contract with Voters: The August 12, 2020 concurrent resolutions that provide the funding commitments of the City and Capital Metro and direction to ATP to achieve certain

policy directives. (CMTA Res. No. AI-2020-1297, COA Res. No. 20200812-015, COA Ord. No. 20200812-009).

- 1.1.10.5. Creation of ATP Resolutions: The December 18, 2020 concurrent resolutions directing the creation of ATP and approving the Articles of Incorporation and Bylaws as required by TEX. TRANSP. CODE § 431.101(a). (CMTA Res. No. AI-2020-1399, COA Res. No. 20201218-002).
- 1.1.10.6. Election Order and Canvass: The election order (Ord. No. 20200812-009) providing for a City of Austin tax rate election held on November 3, 2020 allowing voters to approve Proposition A and canvass (COA Res. No. 20201117-001) certifying that Proposition A received a majority of votes and passed. The voter approved ballot language:
“Approving the ad valorem tax rate of \$0.5335 per \$ 100 valuation in the City of Austin for the current year, a rate that is \$0.0875 higher per \$100 valuation than the voter-approval tax rate of the City of Austin, for the purpose of providing funds for a citywide traffic-easing rapid transit system known as Project Connect, to address traffic congestion, expand service for essential workers, reduce climate change emissions, decrease traffic fatalities, create jobs, and provide access to schools, health care, jobs and the airport; to include neighborhood supportive affordable housing investments along transit corridors and a fixed rail and bus rapid transit system, including associated road, sidewalk, bike, and street lighting improvements, park and ride hubs, on-demand neighborhood circulator shuttles, and improved access for seniors and persons with disabilities; to be operated by the Capital Metropolitan Transportation Authority, expending its funds to build, operate and maintain the fixed rail and bus rapid transit system; the additional revenue raised by the tax rate is to be dedicated by the City to an independent board to oversee and finance the acquisition, construction, equipping, and operations and maintenance of the rapid transit system by providing funds for loans and grants to develop or expand transportation within the City, and to finance the transit-supportive anti-displacement strategies related to Project Connect. Last year, the ad valorem tax rate in the City of Austin was \$0.4431 per \$100 valuation.”
- 1.1.10.7. Interlocal Cooperation Agreement, as Amended, for the Creation of a Local Government Corporation (“Initial Agreement”): The August

7, 2020 approved interlocal agreement between the City and Capital Metro which primarily provides that upon a successful election, 1) a joint local government corporation will be created and a board appointed, 2) the City and Capital Metro will provide the committed funds and support Project Connect until this joint powers agreement is finalized, 3) formally create and appoint members to a Community Advisory Committee.

- 1.1.11. “Investment Map and Associated Implementation Sequence Plan” means the approved map of infrastructure components of Project Connect and sequence plan in which they will be designed, constructed and made operational, as may be amended by the City Council and Capital Metro Board. The Investment Map and Associated Implementation Sequence Plan are provided hereto as Attachment A.

SECTION 2. GENERAL TERMS

- 2.1. Overall Objectives.** In accordance with Creation of ATP Resolutions, the objective is for ATP to “aid and act on behalf of the City and Capital Metro to accomplish a governmental purpose by implementing the Project Connect System Plan”. The Articles of Incorporation provide the purpose and objective of ATP:

“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 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.”

- 2.2. Purpose and Scope.** The purpose of this Agreement is to set forth the roles and responsibilities of all three Parties in a manner that further details ATP as the principal entity responsible for implementing Project Connect in a manner independent of the City and Capital Metro. The scope of this Agreement is in accordance with the Foundational Texts.
- 2.3. Agreement Term.** The term of this Agreement shall commence on October 29, 2021, and will terminate upon mutual consent of the Parties; provided, however, that the confidentiality provisions in the Agreement shall survive termination of this Agreement.

- 2.4. Entire Agreement.** All oral agreements between the Parties to this Agreement relating to ATP 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. In accordance with the Foundational Texts, this Agreement, along with the following attachments, which are hereby incorporated, constitute the entire Joint Powers Agreement between the Parties:

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended.

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.

- 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 Executive Director of ATP, President & CEO of Capital Metro and the City Manager for the City or their designees.

- ~~2.6.~~ Amendments.** Any 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 Executive Director of ATP for consideration and possible action by the ATP Board, 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 upon execution, or as otherwise mutually agreed, of a written agreement by all Parties.

~~2.6.~~

- ~~2.7.~~ Supplemental Agreements.** The Parties also recognize that, in addition to this Agreement, the implementation of Project Connect will require the Parties to subsequently address a variety of matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate ATP, City and Capital Metro staffs, and, when necessary, adopted by the governing bodies of the Parties. These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues related to policy, ~~in~~

property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. The existing supplemental agreements between the Parties are listed in Attachment B, and Executive Leadership shall ensure that staff maintains a publicly accessible list and records of such agreements and actions that relate to Project Connect.

Before final adoption by the governing bodies of the parties, all proposed language, except de minimis language, in supplemental agreements related to equity and anti-displacement must be submitted to the CAC with sufficient time for the CAC to review and comment, absent emergency circumstances. The proposed language must also be made public for feedback by the community at large by following, as applicable, the Boards' public input processes and in accordance with the Community Engagement and Inclusion Commitments outlined in Section 3.2.

2.7.

- 2.8. Findings.** Each of the Parties find that entering into this Agreement for the purposes in this Agreement is for the benefit of the residents of the City.

SECTION 3 COMMITMENTS OF THE PARTIES

3.1 Joint Commitments

The Parties agree to the following commitments and responsibilities:

- The Parties recognize that Project Connect will bring light rail transit to Austin and truly deliver a citywide transit system with expanded services including, but not limited to, bus, neighborhood circulators, and commuter rail. As such, the nature and scale of the design and linear construction of Project Connect will be the first of its kind within Austin and differs significantly from private development and transportation and public works projects that are familiar to the Parties. The Parties further acknowledge that Project Connect is funded by public tax revenues, and the Parties are responsible for being good stewards of public funds. The Parties further acknowledge the commitment to building and implementing a system rooted in equity and the need to assess and proactively address displacement and equity concerns as stated in the Community Commitment Resolution and Contract with Voters resolutions. Therefore, the Parties commit to being equitable, innovative and holistic in the development of processes, procedures, reviews and regulations tailored to Project Connect to achieve effective decision-making and appropriate stewardship of public dollars. ~~cost-effectiveness.~~ Executive Leadership shall spearhead these efforts and direct staff to develop such process, procedures, and regulations, and when necessary, bring an action for adoption by the governing bodies of the Parties.
- The Parties commit to continuing a working relationship that will provide for the resolution of issues and the completion of Project Connect, in accordance with the

Foundational Texts, this Agreement, and the Implementation Sequence Plan. Executive Leadership commits to establishing a dispute resolution process for technical issues that arise during the design, construction, and implementation of the Project Connect program.

- The Parties commit to prioritizing staff resources to support the scope, schedule, and program budgets during planning, design review, construction, and inspections for Project Connect transit projects.
- The Parties commit to prioritizing resources to ensure all permit and inspection documents are complete and permit and inspection approvals are streamlined and efficient to support the Project Connect schedules and program budgets.
- The Parties commit to identifying opportunities for efficiencies, cost sharing, reimbursement method, and other agreements, as appropriate.
- The Parties commit to working together to identify and pursue future opportunities to leverage regional, state and federal funding for Project Connect.
- The Parties commit to working on the Utility Rules of Practice (“UROP”) to serve as the methodology for analyzing, reviewing, and approving potential utility conflicts for Project Connect.
- The Parties commit to negotiating and, if necessary, bringing to the governing bodies for approval, any agreements and resolutions or ordinances required to timely implement the projects in accordance with the Implementation Sequence Plan. Any changes to the Implementation Sequence Plan and Investment Map must be brought before the City Council and Capital Metro Board for approval.
- The Parties commit to supporting an equitable transit system to benefit the community, recognizing that decisions made within the Project Connect program may impact equitable outcomes, including but not limited to equity in considerations of design, accessibility, rollout, and operations.
- ATP and CapMetro commit to prioritizing staff resources towards the development and implementation of transit equity goals and metrics, in coordination with the City. These goals and metrics shall be regularly analyzed and publicly reported on. Creation of goals—and, metrics, and methods of analyzing and reporting shall include comprehensive opportunities for collecting and responding to feedback from transit users, community members and key stakeholder groups including the advisory committees to ATP and CapMetro. These goals and metrics items must be developed in a timely manner in order to impact the Project Connect program of projects.

3.2 Community Engagement and Inclusion Commitments

3.2.1 Community Engagement Process. To effectively engage with members from different neighborhoods with different ethnic and racial identities, income, resource and education levels, abilities and sexual and gender identities, outreach and engagement must be designed specifically for their needs and be sensitive to cultural differences within communities. In their delivery of the Project Connect program elements, each Party will seek to understand each community’s unique history, values, priorities,

concerns, and communication methods to help learn from these community members; include their feedback and guidance ~~voices~~ in project planning, development, ~~and~~ implementation and operations; and understand the different needs of each community to improve and increase access to essential services with a direct focus on under-resourced communities. The process must also include a mechanism to report back to the community about how feedback was used, in accordance with section 3.2.3 and 3.2.4 of this document.

3.2.1—

3.2.2 Priority Populations. The communities most likely to be impacted by Project Connect, also referred to as priority populations, that shall be prioritized in the community engagement process are the following:

- BIPOC communities (Black people, Indigenous people, and people of color);
- Women, trans, and non-binary individuals;
- Individuals with disabilities;
- Families of all kinds;
- Members of immigrant and/or undocumented communities;
- Members of the LGBTQIA+ community;
- Youth and students, especially those who are cost-burdened or severely cost-burdened, based on federal guidelines;
- People who are cost-burdened and severely cost-burdened, based on federal guidelines;
- Members from culturally and linguistically diverse communities;
- Renters and the unhoused;
- Senior homeowners;
- Healthcare workers and educational providers;
- Businesses and property owners along the routes;
- Individuals who were previously incarcerated;
- Individuals primarily dependent on transit for transportation needs;
- Small businesses owned and/or operated by BIPOC, women, people with disabilities, and members of LGBTQIA+ community;
- Community, neighborhood, creative, cultural, labor, and nonprofit organizations, particularly those serving communities most likely to be impacted by Project Connect;

3.2.3 Community Engagement Guiding Principles. The Parties shall utilize the following guiding principles in the planning and execution of community engagement work:

- Continue creating in-person and virtual opportunities for priority populations to engage meaningfully in, and provide feedback on, all aspects of the Project Connect program, including but not limited to project planning and proposed anti-displacement strategies.
- Provide greater weight to voices of priority populations in the analysis and use of community feedback.

- All information on how the community can engage shall be provided in English as well as the language of preference for the community sought for engagement. All communication shall be designed and written to be clear and accessible, including to those with hearing and visual impairments.
- In public engagement processes, define how participants' feedback will be included as well as how participant feedback impacts decisions.
- Opportunities shall allow time for community members to review materials, provide informed and meaningful feedback, and understand how feedback is incorporated before a decision is made.
- Results of community engagement, including recommendations and policy/program decisions, will be transparently and accountably documented.
- The Project Connect Community Advisory Committee shall be comprehensively consulted and involved in the process, including being regularly informed in advance of Project Connect-related equity and anti-displacement actions being brought to any of the Parties' policymaking bodies in a timely manner that allows for informed decision-making so that they can effectively assist staff with community engagement processes and create a space for community members to provide feedback on the program.
- All public engagement opportunities shall be highlighted on a publicly available and accessible calendar and shared through various communication methods with clear information on how community members can obtain further information.
- Project Connect program updates shall be shared with the community via digital and nondigital communications.
- Prior to any public meeting, outreach, or engagement opportunity, the responsible party shall provide advance notice for meaningful participation to individuals, businesses, ~~or~~ and organizations that will be impacted by the project.

3.2.4. Community Engagement Reporting. The Parties shall make a substantial effort to collect disaggregated demographic data for all participants in its outreach and engagement efforts, including public meeting solicitations and public comments, and shall report that information annually and ~~or~~ more frequently to report prior to decision making related to public comments via the comprehensive Community Engagement Dashboard ~~or another tool~~. The information may include, but not be limited to: race, ethnicity, age, gender, gender identity and expression, housing status ~~tenure~~ (renter/owner/~~other~~ experiencing homelessness), income level, and ZIP code. Any participant asked to provide demographic information will not be required to provide that information as a condition for participating in any outreach or engagement effort or to provide public comment.

3.2.5. Public Involvement Plans. Throughout the program, project teams may create project-specific public participation plans for each project in the Project Connect program. The plans will be flexible and adaptable to the needs of the community throughout the given project, and the plans will, at minimum:

- Identify the communities, businesses, organizations, and other stakeholders who are impacted or potentially impacted by the project.
- Design a plan that identifies specific engagement tools and techniques to meaningfully engage stakeholders, prioritizing tools that are most appropriate to the context and community of the specific stakeholders for the project. This should include both online and on-location/in-person opportunities and tools.
- Leverage and coordinate opportunities with other engagement efforts from partner agencies, institutions, and community-based organizations.
- Allow flexibility to amend strategies to aim for greater participation from priority populations if data from outreach and engagement efforts show that priority populations are not proportionally represented.
- Identify a process to “report back” to the communities, individuals, and groups that participated, including information on how their feedback was used or, if not used, why. The online Community Engagement Dashboard ~~shall~~ ~~may~~ be used to help further this direction.
- Address accessibility, including language accessibility through translation and interpretation services, diversity of in-person locations and venues, etc., and the ability of people to attend. Provide incentives and other tools to facilitate participation (e.g., food, childcare, variety of meeting times, etc.). The public participation plans ~~should~~ shall also leverage resources already mobilized specifically for Project Connect, such as the Project Connect Community Advisory Committee, ATP Board Technical Advisory Committees, the Project Connect Advisory Network (PCAN), and Orange and Blue Line Working Groups.
- The public involvement plans shall be reviewed by the Project Connect Community Advisory Committee and the ATP Board Technical Advisory Committees.

3.2.6. Communications. The Parties shall develop communication tools and strategies to reach racially, ethnically, and geographically diverse communities regarding the Project Connect program. Communications tools will include methods designed to reach marginalized communities and people who do not have access to the internet or other forms of digital communications. These may include, but are not limited to, door-to-door canvassing, telephone canvassing, direct mail, and contracting with community-based organizations with experience serving marginalized and under-resourced communities.

ATP and Capital Metro will also utilize social media and the Project Connect website (ProjectConnect.com) as a communication tool to provide information to the community about the transit elements of the program and allow people to subscribe and receive pre-construction, construction, and operations notifications and other appropriate updates on a regular basis or as they are posted. ATP shall provide equal opportunity for such subscriptions and notifications to individuals who do not have access to the internet.

3.2.7 Community Advisory Committee. The Community Advisory Committee (CAC) was convened to assist ATP, City Council, and the Capital Metro Board in engaging the

community and advising on anti-displacement and equity matters related to Project Connect. Additionally, the CAC will assist the community and the City Council in the creation and evaluation of neighborhood-level anti-displacement strategies and priorities and the identification of Key Performance Indicators related to equity and displacement. The CAC will provide input and recommendations on program equity along with the ATP Board Technical Advisory Committees. Staff liaisons will notify CAC members of upcoming Technical Advisory Committee meetings, including providing an annual calendar of meetings and agendas, as they are prepared. The CAC may appoint delegates to attend TAC meetings on behalf of the CAC. CAC members may attend TAC meetings.

The recommendations made by the CAC related to displacement mitigation measures or equity issues that impact historically underserved populations must be considered at a public meeting of ATP, the City, or Capital Metro, as appropriate, in accordance with the recommendations made.

The CAC shall be composed of an odd number, at least eleven members, plus an ex-officio member, appointed by the City Council and Capital Metro Board. Five members will be appointed from the following five existing advisory groups (one member each):

- City of Austin Urban Transportation Commission
- City of Austin Mayor's Committee for People with Disabilities
- City of Austin Community Development Commission
- Capital Metro's Customer Satisfaction Advisory Committee
- Capital Metro's Access Advisory Committee

The City Council and Capital Metro Board may appoint additional members to the Committee.

The City and Capital Metro shall initiate a widely publicized nomination process for the CAC Community Members in a manner that is accessible and easy to navigate, and that promotes a large, diverse, and qualified applicant pool, reducing barriers to the application process and committee membership, including but not limited to language access, digital access, or providing information to interested community members. This nomination process shall be articulated on a public facing web page and shall allow for community engagement. To the fullest extent possible, the City shall work with community organizations/groups to ensure that historically marginalized communities most impacted by mass-transit are able to engage with the CAC selection process.

Capital Metro and the City shall form a Nominating Committee for the selection of members to the CAC. A qualified member of the community shall submit an application to the Nominating Committee. The Nominating Committee will consist of the Chairs, or a Committee Member designee of the Chair, of the City Council Housing and Planning Committee, City Council Mobility Committee, City Council Audit and Finance Committee, Capital Metro Finance, Audit and Administration Committee, and Capital Metro

Operations, Planning and Safety Committee. After review of the submitted applications, the Nominating Committee shall recommend a slate of at least six applicants based on their qualifications. The City Council and the Capital Metro Board of Directors shall, upon their joint approval of the slate, jointly appoint the CAC Members as nominated by the Nominating Committee.

The slate of candidates selected by the Nominating Committee shall provide for geographic representation as it relates to the proposed transit plans as well as a diversity of viewpoints, socio-economic status, and lived experience. Members shall be selected based on their experience as users of and/or directly impacted by public transportation and connection to community, neighborhood, and/or labor organizations. The Advisory Committee should be representative of Austin's diverse community with nominations for membership inclusive of women, families with small children, Black people, indigenous people, people of color, people from immigrant and/or undocumented populations, members of the LGBTQIA+ community, students, and workers' rights advocates, among others. A variety of interests and experience should also be considered, including community organizing, household affordability, environment and conservation, green planning and design, housing and transportation, urban planning and architecture, health and human services, accessibility, small, local and minority owned business, mobility justice, and/or other relevant topics as they relate to transit.

The CAC bylaws must be approved by the ATP Board, the City Council and Capital Metro Board. The CAC will be supported by ATP and the City staff liaisons. Staff liaisons will ensure the committee complies with the Texas Open Meetings Act, and other rules and statutory requirements. The Parties will provide staff support to help the committee prepare agendas, post meeting notices, schedule briefings, keep the committee apprised of all items being considered by the ATP Board and Technical Advisory Committees, maintain minutes, and keep attendance records for committee members. The CAC meetings shall be recorded and held in locations publicly accessible or virtually, as determined by the CAC. The City and Capital Metro shall send a courtesy copy of their CAC appointments to the ATP staff liaison.

SECTION 4. ROLES AND RESPONSIBILITIES OF AUSTIN TRANSIT PARTNERSHIP

4.1 Authority of ATP. ATP shall have all powers allowed by law and as defined in its Articles of Incorporation including but not limited to:

- 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 ATP, and to enter into interlocal agreements with Capital Metro for the operation and maintenance of assets constructed by the Corporation.
- Acquire and hold title to real and personal property and interests in real and personal property, and sell real and personal property;

- Procure professional and other services necessary for the design, construction, financing, and permitting of Project Connect;
- Accept funds and property appropriated by the City and Capital Metro and by other entities;
- Apply for grants of funds, services, and things of value and to accept awards of such grants;
- Accept donations of funds, services and things of value;
- Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the implementation of Project Connect as stated above; and
- Engage in other lawful activities to accomplish the implementation of Project Connect as stated above.

4.2 **Governance of ATP.**

4.2.1 **ATP Board.** The management of the affairs of the ATP shall be vested in the ATP Board in accordance with the Articles of Incorporation which establishes the membership, terms and appointment process for the ATP Board.

4.2.1.1 **Budget.** In accordance with the Initial Agreement, the ATP Board shall develop an annual budget for each fiscal year that must be approved by the ATP Board annually.

4.2.1.2 **Internal Auditor.** In accordance with the Initial Agreement, the ATP Board shall engage an internal auditor to perform advanced audit and finance functions.

4.2.1.3 **Financial Reports.** In accordance with the Bylaws, the ATP 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 ATP Board shall cause the preparation of a financial statement which shall be audited by an independent certified public accountant or firm of independent certified public accountants retained by the ATP Board for such purpose. The financial statement audit must follow generally accepted accounting principles for governments and must be submitted to the City of Austin's Controller's Office no later than January 31 each year for inclusion in the City's Annual Comprehensive Financial Report. For the fiscal year ending September 30, 2021, ATP will make every effort to meet the January 31 deadline, but will submit its audited financial statements no later than March 1, 2022.

4.2.1.4 **Advisory Committees.** ~~ATP Board Technical Advisory Committees.~~ The ATP Board may establish technical advisory committees and select members via a widely publicized and transparent and transparent application process. Each committee will have a board liaison and assigned ATP staff. ATP will work with the City and Capital Metro to provide the agenda and meeting information prior to any ATP technical

advisory committee meeting to ensure their representation is included, depending on the agenda items. Membership for the committees should be shared publicly. Board liaisons may report on committee feedback at ATP Board meetings. The ATP Board may create additional technical advisory committees as the needs of the Program evolve.

4.2.2 Executive Director. In accordance with the Bylaws, the ATP Board shall appoint an Executive Director. The Executive Director of ~~the Corporation ATP~~ shall be the chief executive officer of ATP and shall in general supervise and control all of the business and affairs of ATP. ~~The ATP Board and Capital Metro Board shall define the terms and conditions under which the ATP Board will appoint succeeding Executive Directors and evaluate performance.~~

4.2.3 Joint Annual Meeting. The Executive Director shall organize and provide for a Joint Annual Meeting of the Parties held at least annually to ensure continued support and engagement of all Parties for implementation of Project Connect. A Party may request additional joint meetings and those additional meetings may occur on concurrence of all three parties. The Executive Director shall present on ATP's progress in implementing Project Connect. The annual management report shall include a presentation on the project statuses, financial status of ATP, implementation of and compliance ~~of with~~ ATP Workforce and Equity policies, and progress towards implementation of Project Connect. The report shall include any anticipated adjustments to the Implementation Sequence Plan and the scope of any projects. The Parties shall discuss and consider amendments to the JPA, as necessary, which may be brought by any Party.

4.3 Commitments of ATP. ATP ~~recognizes~~ recognizing equity is a core value of Project Connect. As Project Connect continues to develop, ATP's internal policies will grow to reflect this value across every stage of project development and delivery. The Community Commitment Resolution and Contract with Voters Resolutions requires ATP to adopt policies that will meet all the commitments made by City Council and the Capital Metro Board to the voters. The ATP Board has taken action to either meet these commitments or ensure they will be met. ATP agrees to effectuate these policies to ensure that the vision of Project Connect as an equitable transit system is realized. ATP commits to implementing the following policies ("Workforce and Equity Policies"):

- Developing, adopting and implementing 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. To further clarify the community engagement component of the business impact mitigation strategy, ATP commits that the business impact mitigation Strategy shall be reviewed by the CAC, the TACs, and available for public input prior to adoption. ATP commits to

- reaching out to organizations and businesses located along the Project Connect corridors to seek input and guidance on the mitigation strategy.
- Developing and implementing a Disadvantaged Business Enterprise Program to meet and comply with federal regulations to ensure that maximum opportunities are available to women, minority, and small businesses, including veteran-owned businesses, to participate.
 - Developing and implementing a policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program which ensures compliance with all applicable federal, state, and local safety laws and includes ~~City of Austin hiring goals as allowed by federal law and regulations;~~
 - o Completion of OSHA 10-hour training for workers;
 - o Completion of OSHA 30-hour training for supervisors;
 - o Receipt of personal protective equipment free-of-charge for workers in accordance with federal laws and regulations;
 - o Coverage by workers' compensation insurance; and,
 - o ~~On-site on-site monitoring independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws.~~ The ATP Board must make a determination that the on-site monitors are: 1) independent of construction companies or their affiliates; and 2) not fiscally sponsored by construction companies or industry trade groups, and 3) accredited by a community organization that represents the interest of workers.
 - Developing and implementing a construction careers program which meets the requirements of federal law and regulations and includes City of Austin hiring goals to hire workers from apprenticeship and craft training programs, and which promotes the hiring of local workers so long as possible within the existing workforce.
 - Developing and implementing a ~~procurement~~ policy that ensures ~~ensure~~ a living wage as established by the City of Austin or 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 promote the hiring of local workers where allowed by federal law and regulation.~~ To further clarify the living wage component of the program, workers whose prevailing wage under the Davis Bacon Act is above a living wage as established by the City shall be required to be paid at least the prevailing wage under the Davis Bacon Act, as required by law. Workers whose prevailing wage under the Davis Bacon Act is below a living wage as established by the City shall be required to be paid at least the living wage as established by the City. Therefore, contracts will ensure a living wage or a prevailing wage under Davis Bacon, depending on the classification of worker. All workers shall be paid by check. In all instances the JPA terms shall comply with state and federal wage and hour laws.

- ~~• Notify the City Manager or City Manager's designee of substantive changes to the above Workforce and Equity Policies.~~

~~To further clarify the community engagement component of the business impact mitigation strategy, ATP commits that the business impact mitigation Strategy shall be reviewed by the CAC, the TACs, and available for public input prior to adoption. ATP commits to reaching out to organizations and businesses located along the Project Connect corridors to seek input and guidance on the mitigation strategy.~~

4.4 Responsibilities of ATP. As stated herein, it is the responsibility of ATP to implement Project Connect. ATP shall work with Capital Metro (the region's designated grant recipient) and FTA to meet the requirements for New Starts Capital Investment Grants and other grant opportunities. ATP shall work with the City and Capital Metro to comply with applicable City and Capital Metro policies and regulations. ATP shall receive funding from: (i) the City and Capital Metro, (ii) federal or other grants, and (iii) other funding sources as necessary.

4.4.1 Financial Modeling and Planning. The Financial Model shall not be updated or changed until the light rail project components reach 30% design. Thereafter, ATP shall update and review the cash flow model annually in concert with the Implementation Sequence Plan, and as otherwise needed to establish the financial status of ATP in implementing Project Connect.

The review should determine if the Implementation Sequence Plan requires adjustment. ATP shall present its findings and recommended actions at the Joint Annual Meeting but may also request a special-called meeting of the Parties for changes to the Implementation Sequence Plan as needed.

Annually, the ATP Executive Director shall review and make recommendations to the City and Capital Metro on options for revising the cashflow allocation plan for transit-supportive anti-displacement dollars in order to make funds available for transit-supportive anti-displacement strategies earlier in each of the three \$100-million allotments, while maintaining the transit projects' required cashflow and schedules.

4.4.2 Funding Allocations and Procedures for Use of Funds for Transit-Supportive Anti-Displacement Strategies Related to the Implementation of Project Connect. ATP shall follow the procedures in the ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs (approved by City Council on March 25, 2021 [Item No. 35], and ATP Board on March 17, 2021

[Resolution No. ATP-2021-012; Action Item No. 3]], provided hereto as Attachment C, which requires ATP to reimburse up to \$300 million for the City to implement transit-supportive anti-displacement strategies.

4.4.3 Utility and Right-of-Way Agreements. Project Connect transit projects will largely be delivered within existing City of Austin right-of-way or Capital Metro right-of-way.

- ATP shall coordinate with the City and Capital Metro to align coordination between the Parties and both public and private utilities.
- ATP shall work with the City to develop a Utilities Rules of Practice, subject to final approval by the City.
- ATP shall coordinate with the City and Capital Metro for temporary and permanent use of right-of-way, with adoption by City Council for permanent uses.

4.4.4 Design Review and Permitting Standards. In accordance with Sections 3 and 5 of this Agreement, ATP shall provide and prioritize resources to develop and provide for design review and permitting standards that support the scope, schedule, and program budgets of Project Connect.

4.4.5 Records. ATP shall maintain records documenting its implementation of and compliance with the policies listed in Section 4.3, and shall make such documents available to the City and Capital Metro at ATP's offices, at all reasonable times and as often as the City or Capital Metro may deem necessary during the Agreement.

4.4.6 Funding Allocation for Project Connect Office. ATP shall reimburse the City for staffing a Project Connect Office in accordance with the terms and conditions of an interlocal agreement between the ATP and City of Austin.

4.4.54.4.7 Notifications. ATP shall notify the City Manager or City Manager's designee of substantive changes to the above Workforce and Equity Policies.

SECTION 5. ROLES AND RESPONSIBILITIES OF THE CITY OF AUSTIN AND CAPITAL METRO

5.1. Joint Responsibilities of City Council and the Capital Metro Board. The Capital Metro Board and City Council have the following duties:

- supporting ATP in the implementation of Project Connect to ensure ATP achieves the governmental purpose for which it was jointly created;
- appointing ATP Board members in accordance with the nomination and appointment process provided for in the Articles of Incorporation;

- reviewing and adopting proposed amendments to the Articles of Incorporation and Bylaws as put forth by ATP; and
- modifying the Implementation Sequence Plan by joint action of both City Council and the Capital Metro Board as requested by ATP.

5.2. **City of Austin Roles and Responsibilities.**

5.2.1. **City of Austin Officials.** The principal City officials and representatives:

5.2.1.1. **City Council.** In addition to other responsibilities as provided in this Agreement, City Council approval is required for certain supplemental interlocal agreements, and for reviewing and approving code variances and waivers beneficial to support to support the unique nature of Project Connect design and construction.

5.2.1.2. **City Manager.** In addition to other responsibilities as provided in this Agreement, the City Manager shall ensure that a “City of Austin Project Connect Office” (PCO) is established for the duration of the implementation of Project Connect to the extent funding is provided by ATP and/or approved by Council, and that adequate staff resources are available to support the implementation of Project Connect. The City Manager shall direct staff to:

- interpret and apply regulations applicable to Project Connect in a manner that best facilitates the equitable design and construction of Project Connect when a regulation may be reasonably interpreted in different ways; and
- support ATP and Capital Metro in achieving ATP’s goals and schedules by reviewing all submitted plans and documents in a manner and timeframe necessary and reasonable in order to adhere to the project sequence plan in the Contract with the Voters and associated schedule and committing to combine its public and technical review processes with ATP’s wherever possible, including making all plans and documents publicly available and allowing for community engagement in accordance with standard City procedures, including making all plans and documents publicly available and allowing for community engagement in accordance with City procedures; and
- review the Fee Schedule to recommend to City Council any updates that are required to fully and accurately reflect permitting and review costs; and
- review the City Code and provide recommendations to the City Council for approval, to identify any variances or waivers of City Code, regulations, or processes that will facilitate the unique

nature of Project Connect design and construction, while still ensuring that Project Connect is designed and constructed in an equitable manner and in accordance with commonly accepted engineering and construction practices and in a manner that is cognizant of other City policies; and

- Ensure utilities coordination and services are prioritized to facilitate program delivery and avoid construction delays.

5.2.1.3. **Project Connect Office (PCO).** Provided funding is available, the City, through its Project Connect Office, shall provide ATP with professional services to assist with overall coordination of input from relevant City departments and for the design review, permitting, and inspection of Project Connect. ATP shall pay the City for the services provided on a cost reimbursement basis up to the amount included in the then-current budget ~~for ATP, which shall align with the Interlocal Agreement approved by the City Council and ATP Board.~~ The payments for such services shall be made in accordance with the timelines set forth in Chapter 2251 of the Texas Government Code (the “Prompt Payment Act”) and shall not be unreasonably withheld. As part of the annual budget process for the Project Connect Office, the PCO staff will submit its proposed annual budget to ATP annually by April 1st. The City and ATP staff shall work to reach agreement by May 31st on a proposed budget to be submitted to the City Council and ATP Board for approval. The proposed budget shall be presented to City Council and the ATP Board for approval through each party’s budget adoption process.

5.2.2. **City of Austin Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, the City shall:

- transfer ~~of~~ Project Connect tax revenue in accordance with the Community Contract with Voters and the ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP, (approved by ATP Board on June 16, 2021 [Resolution No. ATP-2021-020; Action Item No. 5], and City Council on July 29, 2021 [Item 43]), attached and incorporated as Attachment D.
- utilize the \$300,000,000 million dedicated to transit-supportive anti-displacement strategies to 1) acquire real property for transit-supportive development that will preserve and/or increase the amount of affordable housing proximate to transit corridors, ~~and 2) to implement financing tools for funding anti-displacement strategies related to Project Connect, and 3) implement and any~~ other anti-displacement ~~strategies programs~~ related to the ~~implementation of~~ Project Connect, which may include, but are not limited to:
 - creating with the community, neighborhood-level prevention and mitigation strategies based on the Equity Assessment Tool, and

- creating a publicly available key performance indicators dashboard to track progress on the strategies identified for implementation.
- Seek reimbursement from ATP in accordance with the Interlocal Grant Agreement, Attachment C and subsection 5.2.1.3 of this agreement.

5.2.3. **Capital Metro Responsibilities.** In accordance with the Foundational Texts, and in addition to other provisions of this Agreement, Capital Metro shall:

- Dedicate the balance of its Capital Expansion to the implementation of Project Connect as provided in the Community Commitment Resolution.
- Commit all estimated revenues identified in the Estimated ~~Long Term~~Long-Term Contribution as provided for in the Community Commitment Resolution.
- Capital Metro (the region's designated grant recipient) shall work with ATP and FTA to meet the requirements for New Starts Capital Investment Grants and other grant opportunities and may serve as FTA Project Sponsor, in partnership with ATP, and if applicable transfer funds received from any grants received through the Capital Investment Grants Program.
- Complete the federally required National Environmental Policy Act ("NEPA") Preliminary Engineering process to obtain an FTA Record of Decision for the approved Locally Preferred Alternatives approved for the Orange, Blue and Gold Lines and MetroRapid.
- Complete the MetroRapid and MetroRail program projects and obtain reimbursement from ATP.
- Enter in interlocal agreements with ATP to transfer funding to operate and maintain Project Connect assets.
- Develop operational readiness program for each project to contract, hire, and train staff and complete other requirements to prepare for revenue service operation.
- Direct, or via contract support, perform safety inspections and complete any FTA safety certification or other requirements.
- Continue to operate transit service and shall provide information to the community and customers about anticipated service changes and service change processes so they may be engaged and informed.

SECTION 6. TERMINATION

- 6.1 **Automatic Termination.** This Agreement will terminate upon the earlier to occur of: 1) execution of a written termination by all Parties; 2) the dissolution of the ATP; or 3) ten years, and shall automatically renew for additional ten-year terms, unless terminated by the Parties. If there is a superseding agreement put in place, all existing parties shall produce a timeline by which the superseding agreement shall be executed, which allows for community engagement.
- 6.2 **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, provided however that the Party notifies the other Parties and provides at least a 30-day cure period prior to proceeding to a notice of termination.
- 6.3 **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 sixty (60) days' ~~ninety (90) days'~~ written notice as described in Section 7.1, below.

SECTION 7. DEFAULT AND REMEDIES

7.1 **Events of Default.**

7.1.1 A Party shall not be in breach or default under the terms of this Agreement for any act, omission, or failure to perform hereunder except as expressly provided in this Section.

7.1.2 Prior to declaring an Event of Default (as defined in Section 7.1.3 below) against another Party hereunder a Party must first deliver written notice to such other Party's executive officer (as described in Section 2.5) and general counsel, specifying the events and circumstances regarding such alleged breach and specifying any action which the notifying party desires the receiving Party to take to remedy such alleged breach ("Default Advisory Notice"). The receiving Party shall work in good faith with the notifying Party to resolve the matter within a reasonable amount of time but in any event no less than sixty (60) days.

7.1.3 If after delivering a Default Advisory Notice, the alleged breach is not resolved to the reasonable satisfaction of the notifying Party within sixty (60) days, then the notifying Party may declare an Event of Default against the receiving Party by delivering written notice thereof to the defaulting Party (a "Default Notice"); provided, however, that no Party shall be authorized to deliver a Default Notice unless the governing body of the notifying Party has taken official action declaring the defaulting Party to be in material breach under the terms of this Agreement in an open meeting (an "Event of Default") and

directing staff to deliver such Default Notice to the defaulting Party. After receiving a Default Notice, the defaulting Party shall have an additional sixty (60) days to cure such Event of Default or such additional amount time as may be reasonably necessary to cure such Event of Default, but only so long as such defaulting Party is diligently seeking to cure such Event of Default the ("Cure Period").

- 7.2 **Limitation on Remedies.** A Party shall not be entitled to pursue any remedies (whether at law or in equity) against any other Party hereunder except with respect to an Event of Default declared in accordance with Section 7.1, and then only if the defaulting Party has failed to reasonably cure such default prior to the expiration of the Cure Period therefor. The Parties' remedies for an Event of Default shall be limited to seeking declaratory or injunctive relief against the defaulting party. No Party shall be justified or otherwise permitted, by virtue of an Event of Default of another Party, to terminate this Agreement or any Supplemental Agreement, withhold performance, or suspend performance of its obligations or responsibilities hereunder or under any Supplemental Agreement, nor shall any Party be entitled to seek punitive, actual or consequential damages.
- 7.3 **Effect on Other Agreements.** This Section 7 shall apply only to this Agreement, and shall not apply to any Supplemental Agreement entered into by any of the Parties prior to or following the execution and delivery of this Agreement.

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

Casey Burack (or her successor)
General Counsel
700 Lavaca Street
Fourteenth Floor
Austin, TX 78701

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

Ashley Glotzer (or her successor)
Chief Counsel
2910 E. 5th Street
Austin, TX 78702

- 8.1.4 **City of Austin Address.** The address of City of Austin for all purposes under this Agreement and for all notices is the following:

Deborah Thomas (or her successor)
Interim City Attorney
301 W. 2nd Street
Fourth Floor
Austin, TX 78701

- 8.1.5. **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 (or if the dispute is between two Parties, both Parties) are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless the involved 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 endeavor to notify the other Party or Parties within five (5) business days of the occurrence of the force majeure event , 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 under 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 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 ATP, 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.
- 8.10 **Public Information Act.** The Parties are subject to the Public Information Act and any information shared between the Parties may be subject to disclosure pursuant to Texas Government Code Chapter 552, as amended.

- 8.11 **Confidential Information.** Notwithstanding Section 8.10 (Public Information Act) above, the Parties may be granted access to certain of the other Party's (or Parties') or licensor's confidential information or data (including inventions, employee information, confidential know-how, confidential business information, and other information which the Parties or their licensors consider confidential) ("Confidential Information") to provide Project Connect. Confidential Information will be transmitted in writing and clearly marked "Confidential," "Proprietary," or similarly, or if disclosed orally will be reduced to writing by disclosing Party, clearly marked "Confidential," "Proprietary," or similarly, and transmitted to the receiving Party within thirty (30) days after oral disclosure. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors, and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the non-disclosing Party and its licensors.

The Parties (including their employees, Subcontractors, agents, or representatives) agree to maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the disclosing Party, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of a court or other governmental authority (including a Texas Attorney General Opinion) with proper jurisdiction. In all cases, the Parties agree to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective order. The Parties agree to use protective measures no less stringent than the Parties use in their own business to protect their own most valuable information. In all circumstances, the Parties' protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.12 **Order of Precedence.** To the extent there is a conflict between the terms of this Agreement and any Attachment, the following shall be the order of precedence for interpreting a conflict in terms: 1) this Agreement and any subsequent amendments to this Agreement; 2) any Attachments to this Agreement, as amended.
- 8.13 **Appropriation.** Other than as provided in Attachment C and Attachment D, all funding commitments under this Agreement are subject to annual appropriation by the City, Capital Metro, and ATP.
- 8.14 **Recitals.** The recitals contained in the preamble are not made a part of this Agreement.

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).

AUSTIN TRANSIT PARTNERSHIP:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Casey Burack, General Counsel

CAPITAL METRO:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Ashley Glotzer, Chief Counsel
Attorney

CITY OF AUSTIN:

Signature:

Printed Name:

Title:

Date:

Approved as to form:

Deborah Thomas, Acting City

ATTACHMENTS:

Attachment A: The Investment Map and Associated Implementation Sequence Plan.

Attachment B: List of existing supplemental agreements between the Parties, as amended.

Attachment C: The ATP and City of Austin Interlocal Grant Agreement for Project Connect Anti-Displacement Programs.

Attachment D: ATP and City of Austin Interlocal Agreement to Transfer Funds to ATP.