

~ NOTICE OF MEETING ~
AUSTIN TRANSIT PARTNERSHIP
BOARD OF DIRECTORS MEETING
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~ Agenda ~

Board Liaison Ed Easton
512-369-6040

Wednesday, January 20, 2021

2:00 PM

Video Conference Meeting

I. Action Items

1. Approval of the Austin Transit Partnership Board of Directors Bylaws.
2. Approval of a resolution electing officers of the Austin Transit Partnership Board of Directors.

II. Public Comment

III. Action Items

3. Approval of a resolution adopting the Fiscal Year 2021 Budget.
4. Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute an Interlocal Agreement (“Partnership Agreement”) with the Capital Metropolitan Transportation Authority (“Capital Metro”) for the provision of certain support functions and services and to execute certain projects in the Project Connect System Plan program for a term of three (3) years and one one-year (1) option and the contribution of funds from Capital Metro for the Project Connect System Plan program as defined in Exhibit A of the Partnership Agreement.

IV. Discussion Items

1. Community Engagement Update

V. Executive Director Report

VI. Adjournment

ADA Compliance

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

BOARD OF DIRECTORS: Steve Adler, Randy Clarke, Colette Pierce Burnette, Tony Elkins, Eric Stratton, Veronica Castro de Barrera and Gina Fiandaca (ex officio).

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.

**Austin Transit Partnership
Board of Directors**

**MEETING DATE: 01/20/2021
(ID # 4761)
Austin Transit Partnership Bylaws**

Approval of the Austin Transit Partnership Board of Directors Bylaws.



SUBJECT: Approval of the Austin Transit Partnership Board of Directors Bylaws.

FISCAL IMPACT: No Fiscal Impact.

BUSINESS CASE: In accordance with Section 394.025, Texas Local Government Code, the Board of Directors may make, amend, and repeal bylaws, not inconsistent with the Articles of Incorporation for the administration and regulation of the corporation’s affairs.

EXECUTIVE SUMMARY: Pursuant to the creation of Austin Transit Partnership (“ATP”) under Local Government Corporation Subchapter D, Chapter 431, Texas Transportation Code, the initial Bylaws of ATP were drafted and approved by both the Austin City Council and Capital Metro Board of Directors on December 18, 2020.

The resolutions creating the ATP Local Government Corporation also spelled out a process for amendments to the bylaws from time to time, provided that both the City Council and Capital Metro Board of Directors approve of such amendments and they are in accordance with all applicable laws.

RESPONSIBLE DEPARTMENT: Board of Directors

PROCUREMENT SUMMARY: Does not apply.

Attachment: ATP-2021-001 Approval of ATP Board Bylaws (4761 : Austin Transit Partnership Bylaws)

**RESOLUTION
OF THE
AUSTIN TRANSIT PARTNERSHIP
BOARD OF DIRECTORS**

STATE OF TEXAS
COUNTY OF TRAVIS

Resolution ID: ATP-2021-002
Adoption of ATP Board Bylaws

WHEREAS, Austin Transit Partnership was formed by Capital Metro and the City of Austin as a Local Government Corporation under Subchapter D, Chapter 431, Texas Transportation Code;

WHEREAS, the Board of the Directors of Austin Transit Partnership wishes to follow all applicable laws and regulations on its conduct and formation;

WHEREAS, the initial bylaws for the Corporation were developed and approved by both the Capital Metro Board of the Directors and Austin City Council on December 18, 2020; and

WHEREAS, Section 431.030 (a) of Chapter 431 of the Texas Transportation Code requires the adoption of initial bylaws of the Corporation by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Austin Transit Partnership Board of Directors that the attached Bylaws are hereby adopted as written and approved by the Capital Metro Board of Directors and Austin City Council.

Date: _____

Secretary of the Board

Attachment: ATP-2021-001 Approval of ATP Board Bylaws (4761 : Austin Transit Partnership Bylaws)



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.

**Austin Transit Partnership
Board of Directors**

**MEETING DATE: 01/20/2021
(ID # 4762)
Election of ATP Board Officers**

Approval of a resolution electing officers of the Austin Transit Partnership Board of Directors.



Austin Transit Partnership Board of Directors Resolution

Meeting Date: 1/20/2021

ATP-2021-002

Election of ATP Board Officers

SUBJECT: Approval of a resolution electing officers of the Austin Transit Partnership Board of Directors.

FISCAL IMPACT: No Fiscal Impact.

BUSINESS CASE: Does not apply.

EXECUTIVE SUMMARY: The Austin Transit Partnership (“ATP”) Bylaws stipulate that the officers of ATP 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.

The primary duties of the Chair are to preside at all meetings of the Board. The Chair may also, upon authorization by resolution of the Board, sign and execute bonds, notes, deeds, conveyances, franchises, assignments, mortgages, contracts, and other instruments of any kind in the name of ATP.

The primary duties of the Vice Chair are to 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.

The primary duties of the Secretary are to keep the minutes of the meetings of the Board and see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

The primary duties of the Treasurer are to be responsible for all funds and securities of the Corporation, to receive and give receipts for monies due and payable to the Corporation for any source whatsoever, and to deposit all such monies in selected banks.

The primary duty of the Executive Director is to be the Chief Executive Officer of the corporation and in general supervise and control all of the business and affairs of the Corporation.

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. 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.

Under Section 3.1 of the adopted ATP Bylaws, Capital Metro’s President and CEO is named as the Partnership’s initial Executive Director.

Attachment: ATP-2021-002 Election of ATP Board Officers (4762 : Election of ATP Board Officers)

RESPONSIBLE DEPARTMENT: Board of Directors

PROCUREMENT SUMMARY: Does not apply.



**RESOLUTION
OF THE
AUSTIN TRANSIT PARTNERSHIP
BOARD OF DIRECTORS**

STATE OF TEXAS

Resolution ID: ATP-2021-002

COUNTY OF TRAVIS

Election of Austin Transit Partnership Board Officers

WHEREAS, the Articles of Incorporation for Austin Transit Partnership (“ATP”) adopted by the Austin City Council and the Capital Metro Board of Directors on December 18, 2020, state that the Austin Transit Partnership Board of Directors shall select a Chair and a Vice Chair by a majority vote of Board members;

WHEREAS, Article 3 of the Austin Transit Partnership Bylaws outline the titles and duties of other officers of the Corporation to include an Executive Director, Secretary, and Treasurer;

WHEREAS, Article 3.1 of the Austin Transit Partnership Bylaws specify the appointment of Capital Metro’s President and CEO as the ATP initial Executive Director; and

WHEREAS, the Board wishes to fill the remaining ATP Board Officer positions, the term of which shall be two years commencing with the date of this election.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby elects _____ as Chair; _____ as Vice Chair; Casey Burack as Secretary; and Greg Canally as Treasurer as the Officers of the Austin Transit Partnership Board of Directors effective January 20, 2021.

Date: _____

Secretary of the Board

Attachment: ATP-2021-002 Election of ATP Board Officers (4762 : Election of ATP Board Officers)



***Austn Transit Partnership
Board of Directors***

***MEETING DATE: 01/20/2021
(ID # 4763)
Approval of FY2021 ATP Budget***

Approval of a resolution adopting the Fiscal Year 2021 Budget.



Austin Transit Partnership Board of Directors Resolution

Meeting Date: 01/21/2021

ATP-2021-003

Approval of a resolution adopting the Fiscal Year 2021 Budget

SUBJECT: Approval of a resolution adopting the Fiscal Year 2021 Budget.

FISCAL IMPACT: See Executive Summary for further explanation.

BUSINESS CASE: Austin Transit Partnership (“ATP”) requires an approved budget for the remainder of FY2021 to cover ATP start up activities, including personnel, and continuing Project Connect program development, including but not limited to, professional and administrative services.

EXECUTIVE SUMMARY: Developed by the incoming ATP Chief Financial Officer and Capital Metro Chief Financial Officer, the ATP FY2021 budget is \$96.9 million, including \$23 million for transit-supportive anti-displacement investments, \$21 million for Orange Line development, \$20 million for Blue Line development, \$9 million for MetroRapid projects, \$10 million for general program expenses, \$6 million for neighborhood circulator development, \$6 million for Red Line rail improvements and \$6 million for contingencies and reserves. The FY2021 budget accounts for up to 35 full time equivalents (FTE) and 13.5 seconded Capital Metro and City of Austin staff members.

RESPONSIBLE DEPARTMENT: Finance

PROCUREMENT SUMMARY: N/A

Attachment: ATP-2021-003 ATP FY2021 Budget Approval (4763 : Approval of FY2021 ATP Budget)

**RESOLUTION
OF THE
AUSTIN TRANSIT PARTNERSHIP
BOARD OF DIRECTORS**

STATE OF TEXAS

Resolution ID: ATP-2021-003

COUNTY OF TRAVIS

Approval of a resolution adopting the Fiscal Year 2021 Budget

WHEREAS, Austin Transit Partnership and Capital Metro staff have developed an operating budget for Fiscal Year 2021 to fund administrative operations and implementation of Project Connect Program implementation.

NOW, THEREFORE, BE IT RESOLVED by the Austin Transit Partnership Board of Directors that the Fiscal Year 2021 Budget in the amount of \$96,900,000 is adopted.

Date: _____

Secretary of the Board

Attachment: ATP-2021-003 ATP FY2021 Budget Approval (4763 : Approval of FY2021 ATP Budget)



ATP ILA with Capital Metro for Support Services

Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute an Interlocal Agreement (“Partnership Agreement”) with the Capital Metropolitan Transportation Authority (“Capital Metro”) for the provision of certain support functions and services and to execute certain projects in the Project Connect System Plan program for a term of three (3) years and one one-year (1) option and the contribution of funds from Capital Metro for the Project Connect System Plan program as defined in Exhibit A of the Partnership Agreement.

**Interlocal Agreement ATP-Capital Metro Partnership Agreement No.1**

SUBJECT: Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute an Interlocal Agreement (“Partnership Agreement”) with the Capital Metropolitan Transportation Authority (“Capital Metro”) for the provision of certain support functions and services and to execute certain projects in the Project Connect System Plan program for a term of three (3) years and one one-year (1) option and the contribution of funds from Capital Metro for the Project Connect System Plan program as defined in Exhibit A of the Partnership Agreement.

FISCAL IMPACT: See Executive Summary for further explanation.

BUSINESS CASE: Austin Transit Partnership (“ATP”) will benefit from Capital Metro providing corporate support functions and other services through economies of scale on existing contracts and current Capital Metro staff resources. Capital Metro has the experience and expertise to complete certain projects in the Project Connect System Plan program (“Program”). Capital Metro is leading these projects and services in order to ensure the program remains aligned to the voter approved Program Sequence Plan schedule.

EXECUTIVE SUMMARY: The Interlocal Agreement approved by Capital Metro and the City of Austin on August 7, 2020, for the creation of ATP contained provisions for future agreements between ATP and Capital Metro and the City of Austin for the provision of services, project execution and the establishment of roles and responsibilities. This proposed agreement, ATP-Capital Metro Partnership Agreement No. 1, provides for certain functions and projects related to Project Connect to be performed by Capital Metro and reaffirms Capital Metro’s financial commitment to ATP for the next three years.

Capital Metro will provide administrative and other corporate support functions to ATP such as human resources, including payroll, benefits, hiring and recruiting services, IT hardware and support, marketing and communications expertise, accounting services, and a variety of other support functions on an as needed basis. During the term of the agreement, appropriate service levels and associated costs will be established through negotiation between the two entities during their respective annual budget development processes.

The Interlocal Agreement between the City of Austin and Capital Metro also obligates Capital Metro to implement certain projects that are a part of the Program. Partial funding for these projects comes from

funds available to ATP. This Partnership Agreement No. 1, further delineates those projects to be executed during the term and identifies estimated costs based on the Integrated Financial Model that ATP will provide for the execution of these projects. Funding for projects during each year of the agreement will be dependent on the current status of the project and will be established through negotiations between the two entities during the annual budget development process.

The ATP Board of Directors will consider and approve the final amount for these services and projects with its consideration of the annual budget.

Partnership Agreement No. 1 further defines the establishment of processes and procedures between ATP and Capital Metro to ensure accountability in the flow of funds between the two entities. This is identified as Partnership Agreement No.1 in anticipation of numerous future agreements that will be necessary between ATP and Capital Metro and the City over the life of the Program. Future agreements will be numbered sequentially for the sake of clarity in identification.

RESPONSIBLE DEPARTMENT: Finance

PROCUREMENT SUMMARY: Does not apply.



**RESOLUTION
OF THE
AUSTIN TRANSIT PARTNERSHIP
BOARD OF DIRECTORS**

STATE OF TEXAS

Resolution ID: ATP-2021-004

COUNTY OF TRAVIS

***Interlocal Agreement ATP-Capital Metro Partnership
Agreement No.1***

WHEREAS, the Austin Transit Partnership Board of Directors (“Board”) recognizes that an Interlocal Agreement between Capital Metro and the City of Austin for the creation of Austin Transit Partnership (“ATP”) requires Capital Metro to provide support functions in connection with the operation, implementation and maintenance of the assets funded by ATP and to implement certain projects;

WHEREAS, the Board desires to move forward at this time to identify the roles and responsibilities for the two entities in order to meet the schedule laid out in the Program in this ATP-Capital Metro Partnership Agreement No. 1 (“Partnership Agreement”);

WHEREAS, the Board acknowledges that 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 Project Connect System Plan Program (“Program”) as ATP focuses on other aspects of Project Connect and the Program; and

WHEREAS, the Board recognizes that the Capital Metro Board of Directors committed future funding for implementation of the Program, including funding for corporate functions and projects in the Program, and the Board desires to formalize that commitment of funds in this Partnership Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Austin Transit Partnership Board of Directors that the Executive Director, or his designee, is authorized to finalize and execute an Interlocal Agreement, ATP-Capital Metro Partnership Agreement No.1, with Capital Metro for the provision of



corporate functions and execution of certain projects for a three (3) year term with one (1) one-year option as defined in Exhibit A of the Partnership Agreement.

Date: _____

Secretary of the Board

Attachment: ATP 2021-004 ATP-CapMetro ILA for support services and projects (4764 : ATP ILA with Capital Metro for Support Services)



**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 [____], 20[___], 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;

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
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
 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
AUTHORITY**

By: _____
Name:
Title:

AUSTIN TRANSIT PARTNERSHIP

By: _____
Name:
Title:

Attachment: Cap Metro_ATP_ILA for Corporate Support Functions and Projects (4764 : ATP ILA with Capital Metro for Support Services)

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.

**Austin Transit Partnership
Board of Directors**

**MEETING DATE: 01/20/2021
(ID # 4765)
Community Engagement Update**

TITLE: Community Engagement Update

AUSTIN TRANSIT PARTNERSHIP

**Board of Directors Meeting
January 20, 2021**

AGENDA

- **CALL TO ORDER & WELCOME**

- **ACTION ITEMS**
 - ADOPTION OF ATP BOARD BYLAWS

 - ELECTION OF ATP BOARD OFFICERS

- **PUBLIC COMMENT**

- **ACTION ITEMS (CONTINUED)**
 - APPROVAL OF ATP FY2021 BUDGET

 - APPROVAL OF INTERLOCAL AGREEMENT WITH CAPITAL METRO

- **COMMUNITY ENGAGEMENT UPDATE**

- **EXECUTIVE DIRECTOR'S REPORT**

ACTION ITEM 1

Approval of a resolution adopting the bylaws of the Austin Transit Partnership Board of Directors

ACTION ITEM 2

Approval of a resolution electing officers of the Austin Transit Partnership Board of Directors for 2021

PUBLIC COMMENT

ACTION ITEM 3

Approval of a resolution adopting the FY2021 Budget

Greg Canally, incoming Chief Financial Officer, ATP

Reinet Marneweck, Chief Financial Officer, Capital Metro

ACTION ITEM 3:

Approval of a resolution adopting the FY2021 Budget

- **OVERVIEW OF THE PROJECT CONNECT PROGRAM**
- **PHASING OF THE PROGRAM**
- **ROLE OF THE PARTNERS**
- **PROPOSED FY2021 BUDGET**
 - PROJECT COSTS
 - EXPENSES
 - REVENUE
 - FUND BALANCE & RESERVES

PROGRAM SEQUENCE PLAN



LIGHT RAIL

Orange Line (LRT)

Blue Line (LRT)



METRORAIL

Red Line (Commuter Rail)

Green Line (Commuter Rail)



METRORAPID

Phase I

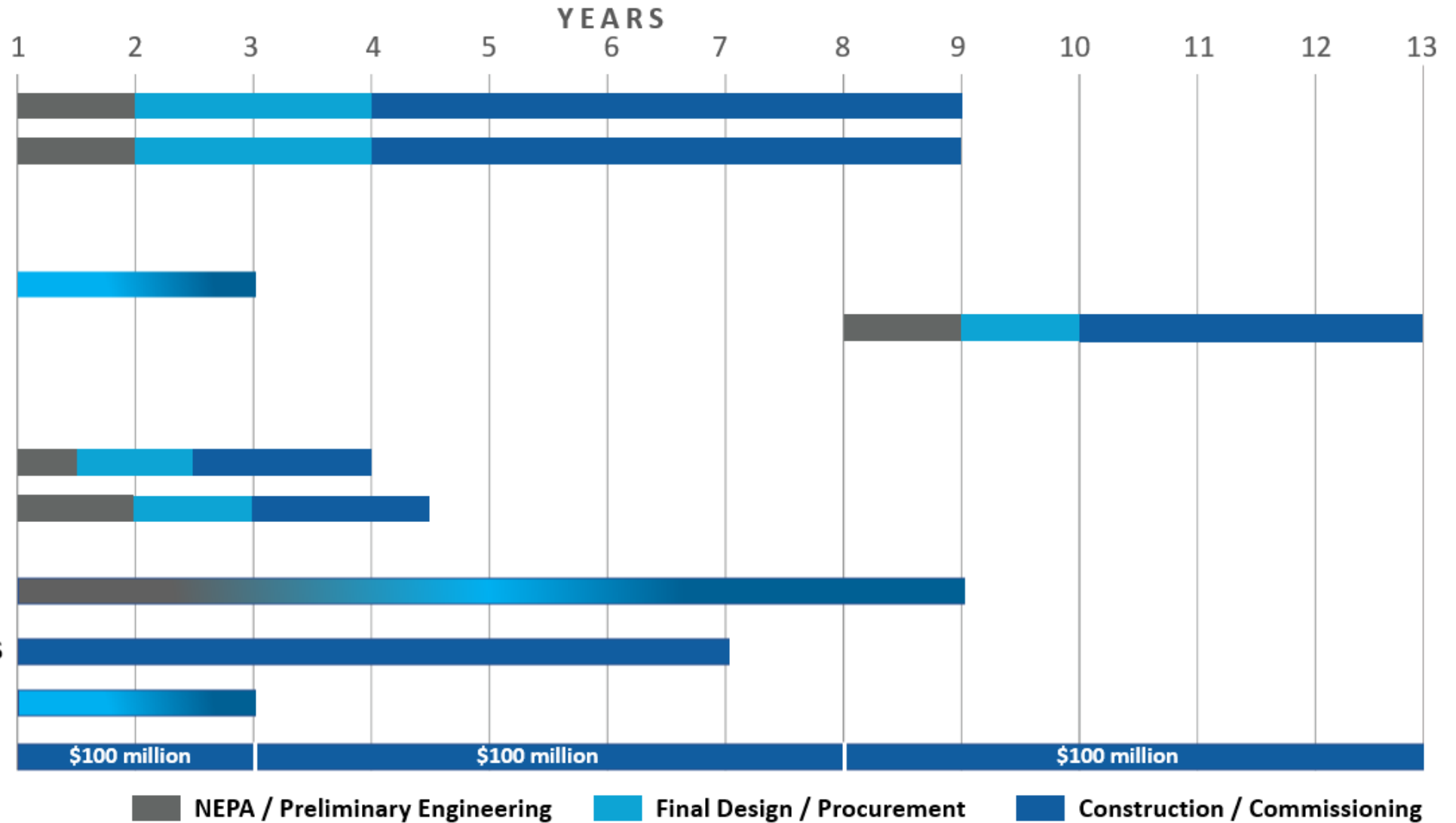
Gold Line (Complete NEPA)

METROEXPRESS & PARK AND RIDES

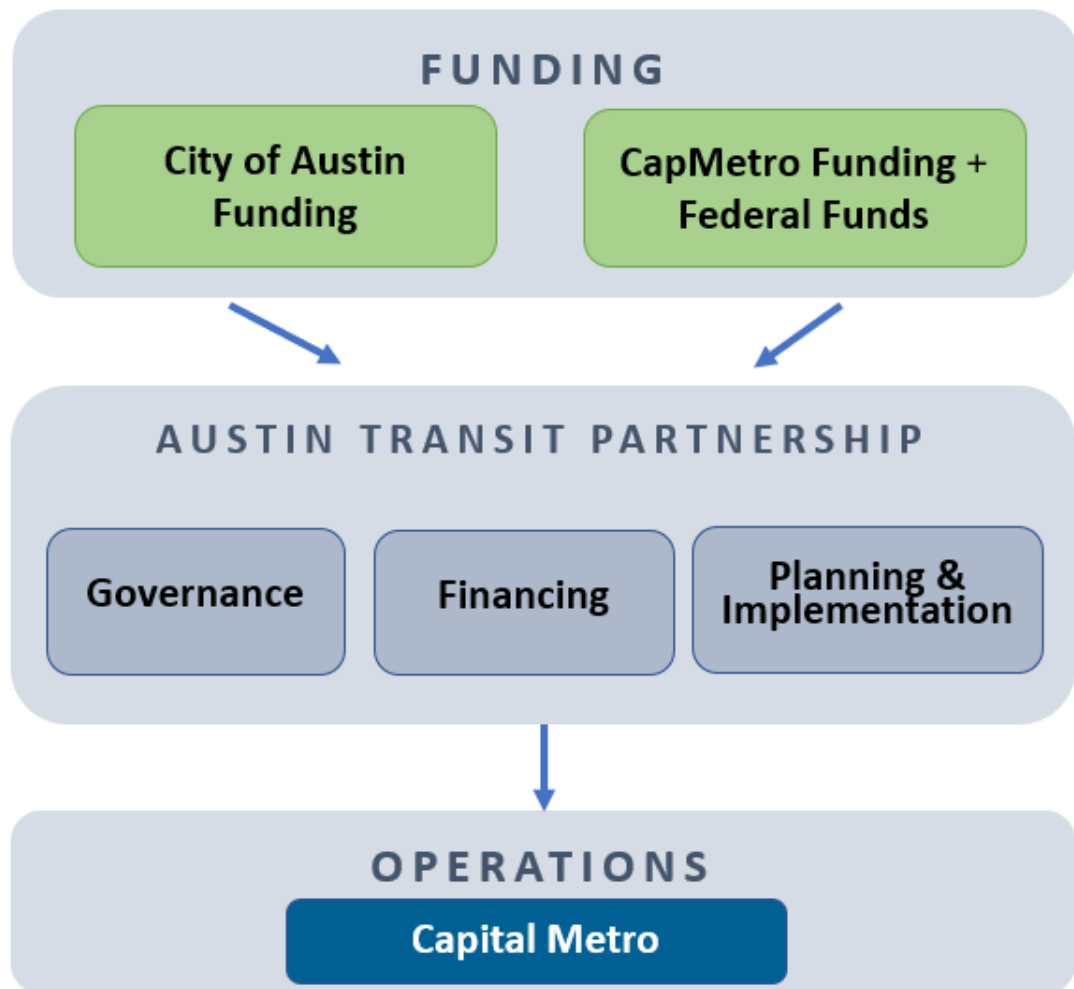
METROBUS & METROACCESS

CUSTOMER TECH SYSTEMS

ANTI-DISPLACEMENT INVESTMENTS



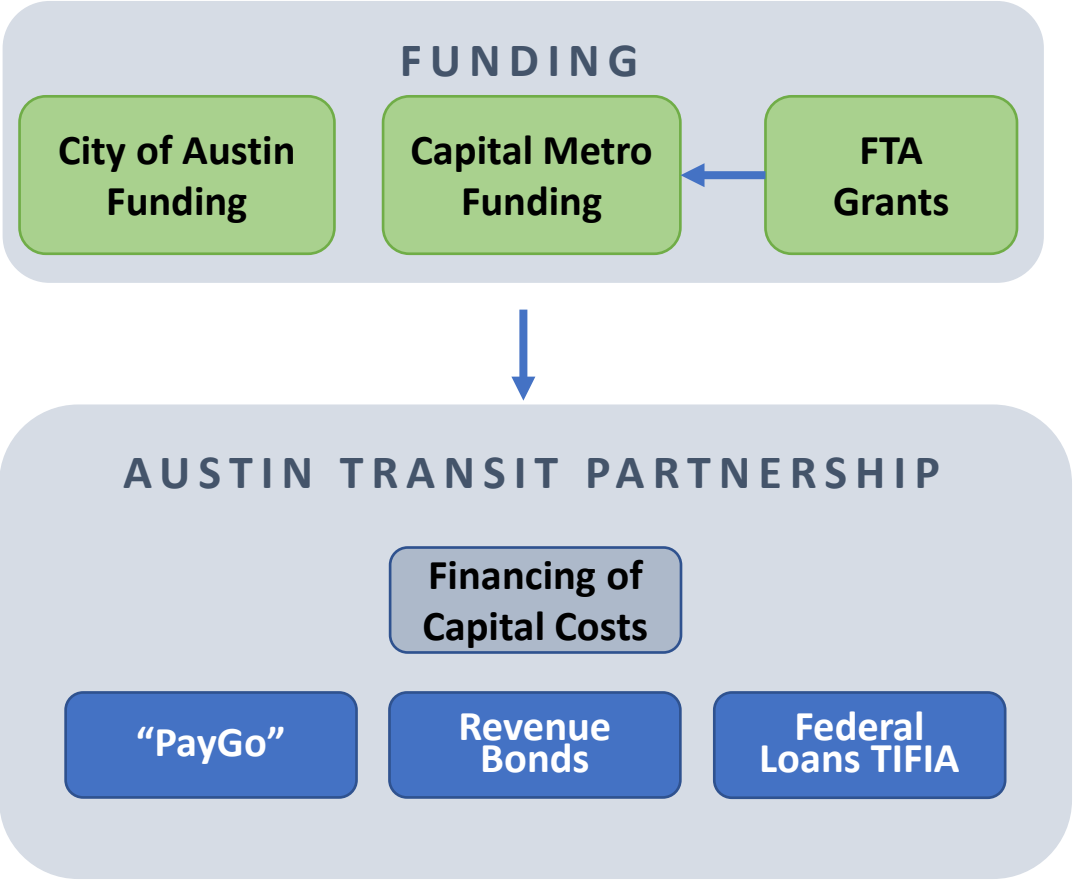
PARTNERSHIP FRAMEWORK



Financial Responsibilities of Board

- Financial Oversight & Transparency
- Approve Budget
- Approve Procurement Contracts
- Oversight of External & Internal Audits
- Reserve Policy

PROGRAM FINANCING



- Funds from City, Capital Metro and Federal will flow to ATP
- ATP will fund design/construction via:
 - “PayGo”
 - Revenue Bonds
 - Federal Loan Programs (TIFIA)
- ATP will be issuer of new revenue bonds with separate credit

INTEGRATED PROGRAM DELIVERY PARTNERSHIP



Orange Line
Blue Line
Tunnel
Green Line - Phase 1
Facilities



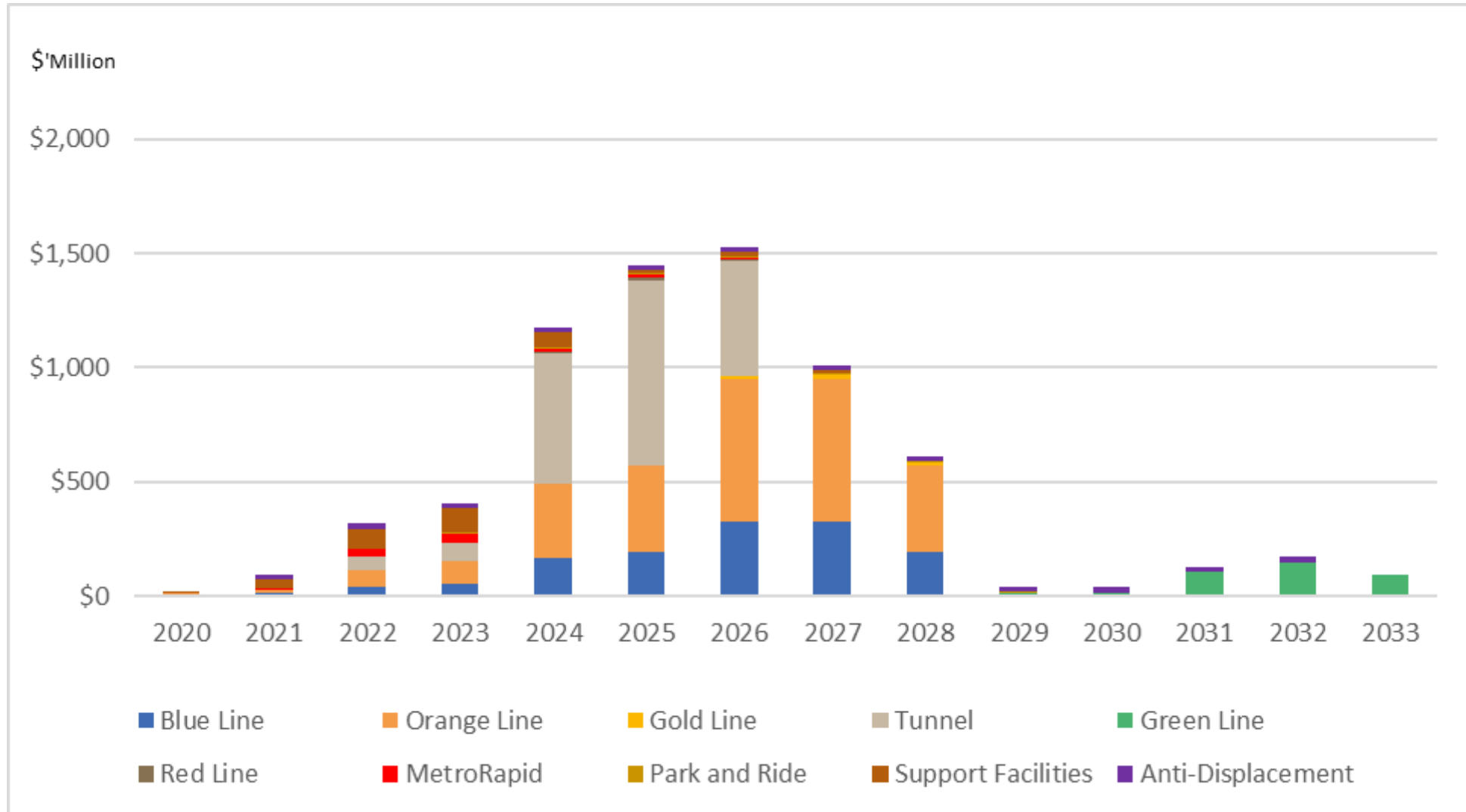
MetroRapid
MetroExpress
Neighborhood
Circulators (Pickup)
Customer Tech
Red Line - Phase 1



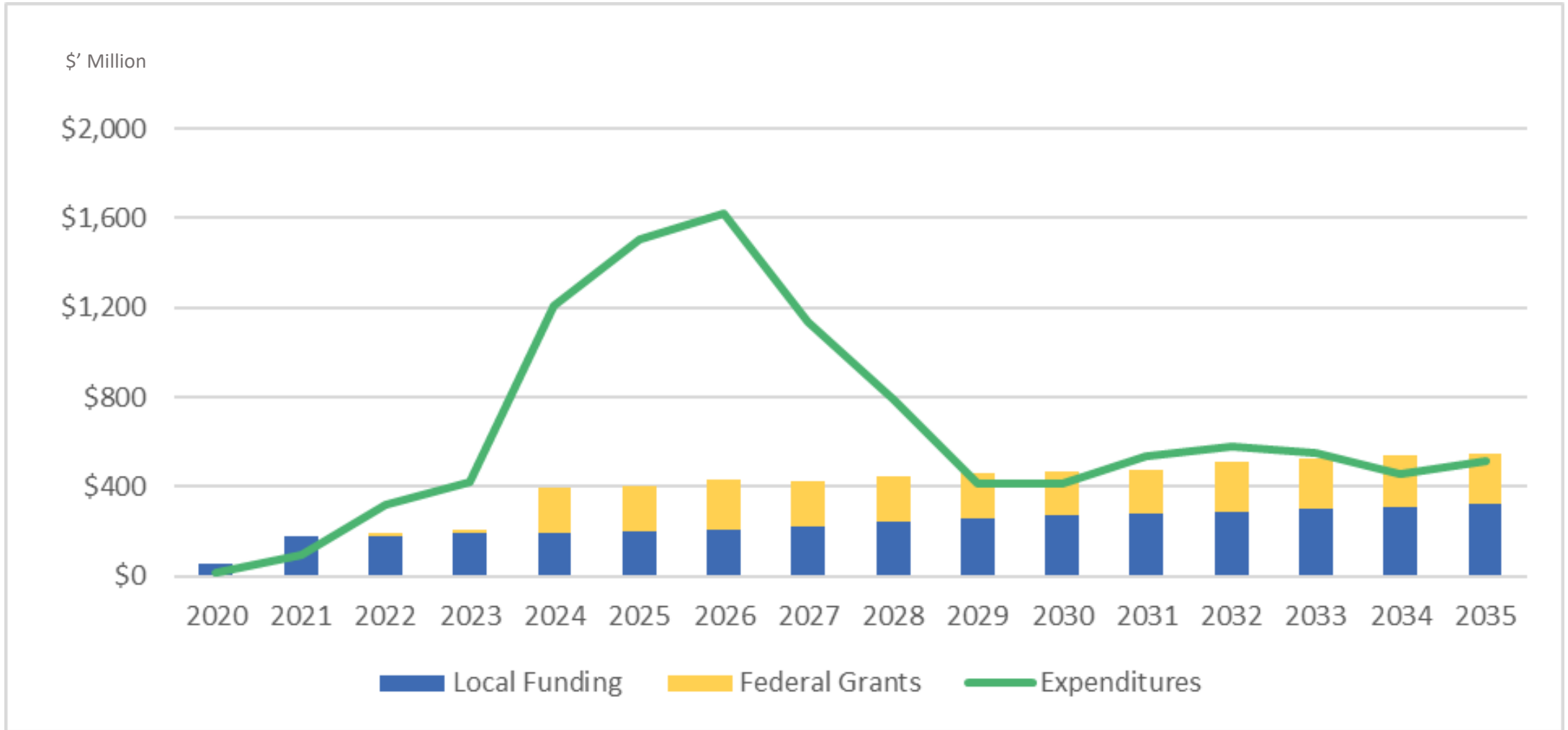
Transit Supportive
Anti-Displacement
Investments
Utilities Coordination
Permitting

PROGRAM TOTAL - \$7.1 BILLION

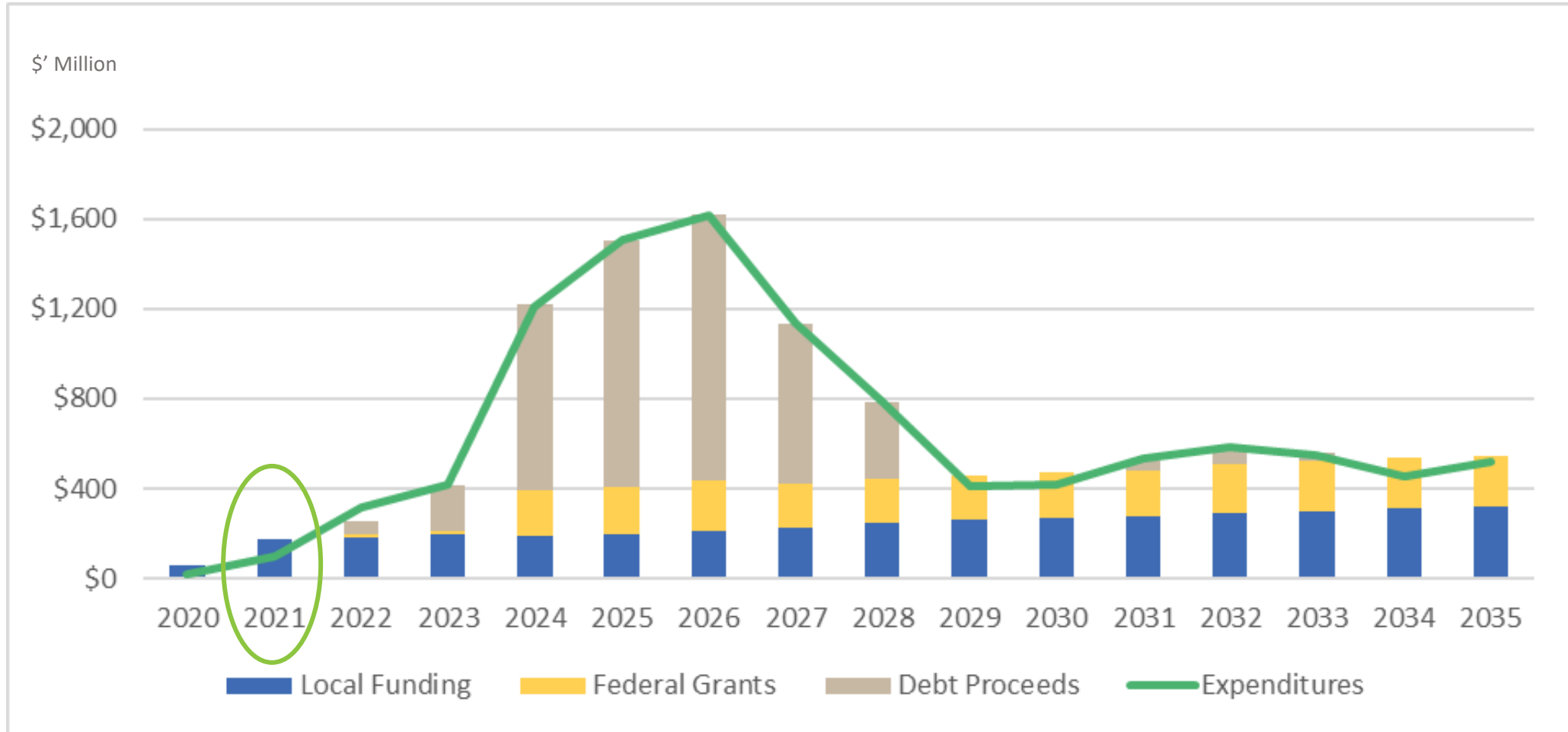
PROGRAM CAPITAL COSTS



PROGRAM EXPENDITURES & REVENUES



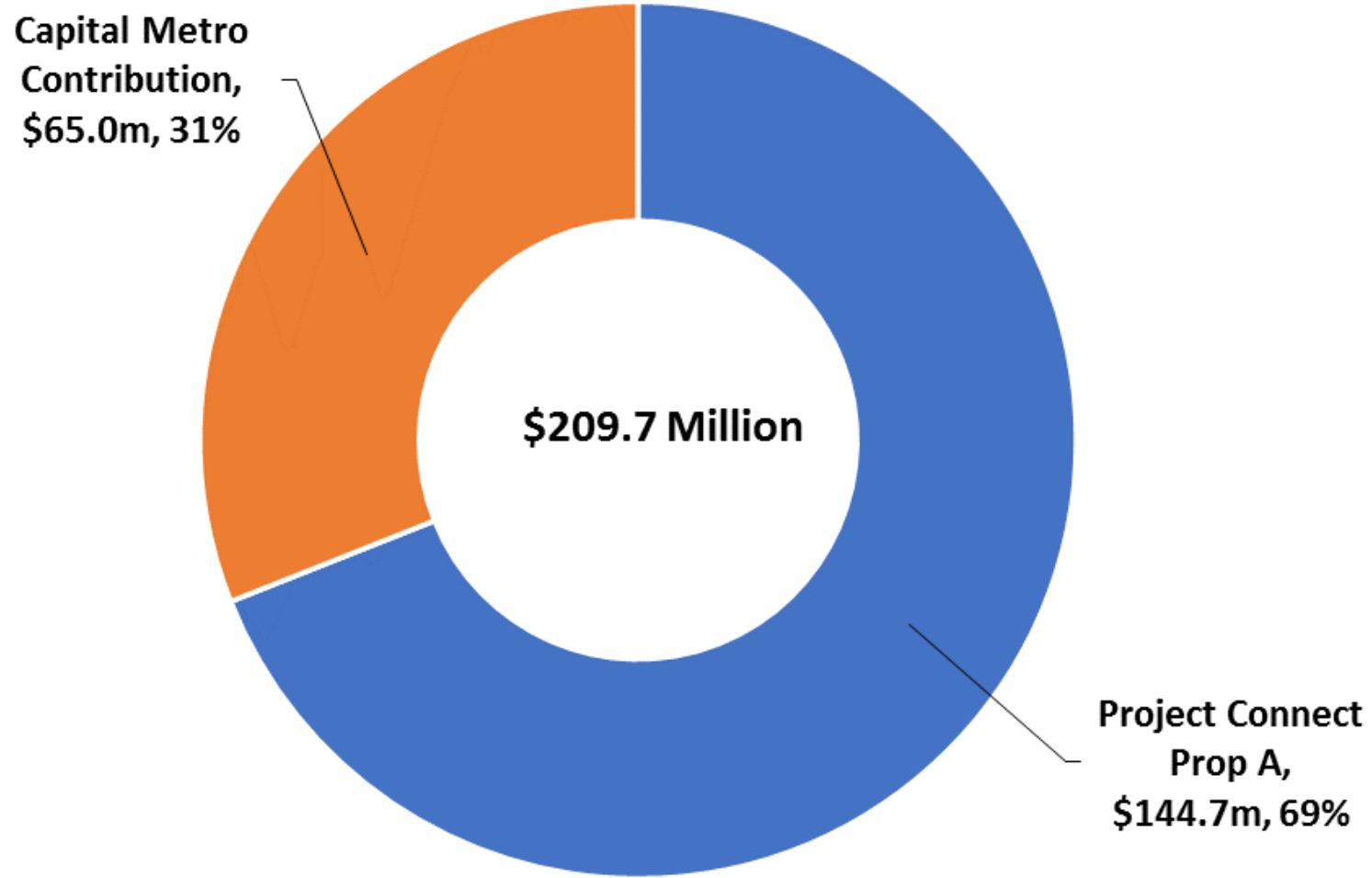
PROGRAM EXPENDITURES, REVENUES & DEBT



FY2021 – PROGRAM HIGHLIGHTS

- ATP start up activities and building the team
- Continuing project development and NEPA for Orange and Blue Lines
- Transit supportive anti-displacement investment commitment
- MetroRapid project development
 - Expo, Pleasant Valley and South Lamar
- Red Line improvements
 - Broadmoor Station construction initiated
 - McKalla Station design
 - Lakeline-Leander siding
- Neighborhood Circulators (Pickup)

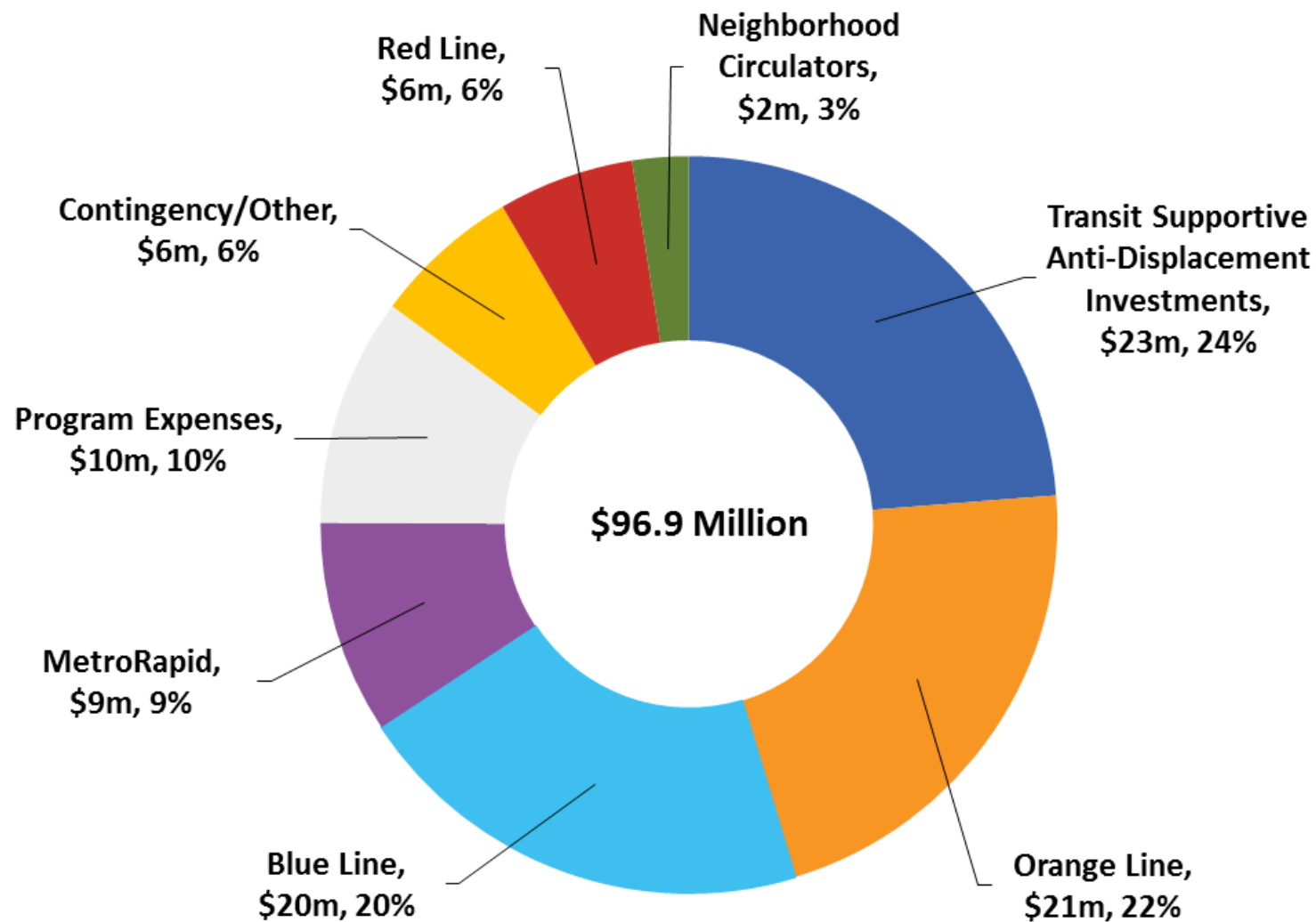
FY2021 – PROGRAM FUNDING SOURCES



FY2021 – BUDGET EXPENSE SUMMARY

\$' Million Expense Summary	Austin Transit Partnership
Program Expenses	
Labor & Benefits	\$2.2
Services	4.9
Other	1.6
Shared Services	.9
Total Program Expenses	\$9.7
Project Expenses	
Orange Line - NEPA & 30% Design	20.9
Blue Line - NEPA & 30% Design	19.7
MetroRapid - 100% Design	9.1
Red Line - 100% Design	5.8
Contingency	5.0
Neighborhood Circulators - Pickup	2.4
Design Project Connect Facilities - Site Evaluation	1.0
Customer Technology Systems - ERP Setup	.2
Total Project Expenses	\$64.2
Transit Supportive Anti-Displacement Investments	\$23.0
Total Expenses	\$96.9

FY2021 – PROGRAM BUDGET EXPENDITURES



FY2021 – EMPLOYEE COUNT & EXPENSE

\$' Million Personnel Count and Cost	Austin Transit Partnership	Cap Metro Seconded	City of Austin	Total
<i>Employee Full-time Equivalent</i>	35.0	7.5	5.0	47.5
Salaries & Wages	\$2.4	\$.8	\$.3	\$3.5
Benefits	.7	.2	.1	1.0
Relocation and Recruiting	1.3	-	-	1.3
Total	\$4.4	\$1.1	\$.4	\$5.8

FY2021 – FUND & RESERVE SUMMARY

\$' Million Fund and Reserve Summary	Austin Transit Partnership
Contributions	\$209.7
<hr/>	
Expenses:	
Program Expenses	9.7
Project Expenses	64.2
Transit Supportive Anti-Displacement Investments	23.0
Total Expenses	\$96.9
Ending Fund Balance	\$112.8
Reserves:	
Working Capital Reserve	21.5
Restricted Program Reserve	91.3
Ending Reserve Balance	\$112.8

FY2021 – FUND & RESERVES

- Working Capital Reserve – 2 months of expense
- Restricted Program Reserve for Capital Projects
 - Integrated Model depends on current cash reserves to fund Capital Program via direct spend and debt issuance over 13 years
 - Use of cash allows for lower debt service costs
- Looking ahead to FY2022 Budget Process
 - Developing a set of Financial Policies, including required Reserve Levels

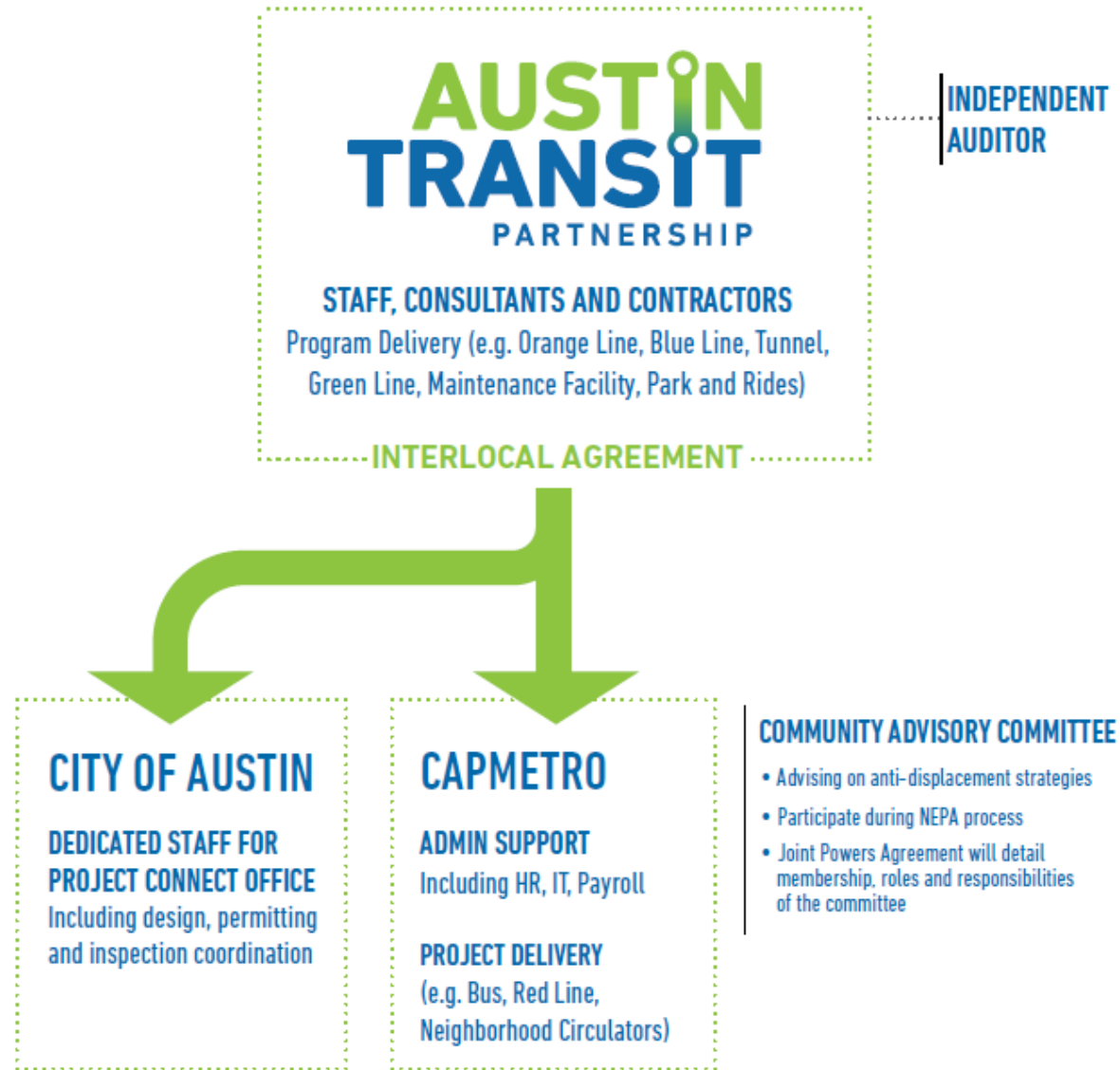
ACTION ITEM 3

Approval of a resolution adopting the FY2021 Budget

ACTION ITEM 4

Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute an Interlocal Agreement with the Capital Metropolitan Transportation Authority for administrative support services and program support services

Greg Canally, incoming Chief Financial Officer, ATP



ATP – CAPITAL METRO INTERLOCAL AGREEMENT

- Interlocal agreement (ILA) between Capital Metro and the ATP regarding program responsibilities
- Initial 3-year term
 - As projects move through planning and implementation, ILA will be amended to add additional years and funding commitments
 - Ensures progress on existing contracts to meet Program Implementation Schedule
- ATP Board and Capital Metro Board approval
- Annual funding to support the ILA will be reviewed and approved by ATP Board each year as part of the annual budget adoption process

ATP – CAPITAL METRO INTERLOCAL AGREEMENT

- Capital Metro will provide annual revenue contribution to ATP
 - As committed to by Capital Metro board in August 2020
 - Requirement of the Integrated Financial Model
 - Estimated at \$110 million over 3 years
- Capital Metro will provide administrative and program support for ATP
 - Includes services such as HR, Accounting, Payroll, IT, Workforce Development
 - Capital Metro committed to administrative support services in August 2020
 - Estimated at \$20 million over 3 years

ATP – CAPITAL METRO INTERLOCAL AGREEMENT

- Capital Metro to implement some projects in the Project Connect Program
 - Includes MetroRapid, Neighborhood Circulators, Red Line improvements, customer technology
 - NEPA Record of Decision and 30% Design/Project Management for Orange Line and Blue Line
 - Estimated at \$260 million over 3 years
- FY21 ATP Budget
 - Reflects \$65 million in contributions from Capital Metro to ATP
 - Reflects \$64 million from ATP to Capital Metro to fund administrative and program support services

ACTION ITEM 4

Approval of a resolution authorizing the Executive Director, or his designee, to finalize and execute an Interlocal Agreement with the Capital Metropolitan Transportation Authority for administrative support services and program support services

COMMUNITY ENGAGEMENT UPDATE

Jackie Nirenberg

Community Engagement Manager, Capital Metro

HOW WE ENGAGE

- Offer a diversity of engagement opportunities
 - Geographic distribution
 - Variety of times
 - Supplement virtual with non-digital access
- Engage where people are
- Collaborate with trusted organizations
- Humanize technical jargon
- Provide language interpretation, translate materials
- Operate with transparency
- **77,395 Engaged to Date**



HOW WE GOT HERE

Summer 2016:	City of Austin’s Strategic Mobility Plan (ASMP) team, Project Connect community engagement
Fall 2016:	Multimodal Community Advisory Committee (MCAC)
January 2017:	Corridor outreach
Spring 2017:	Project Connect website launched
Spring 2017:	Traffic Jam events, pop-up outreach with Project Connect “engagement bus”
Spring 2018:	Project Connect Ambassador Network established, engagement begins on Project Connect Vision Plan
April 2019:	Unanimous passage of the Austin Strategic Mobility Plan (ASMP) by City Council
2019:	Engagement on Alternative Analysis process leading to Capital Metro Board’s adoption of the Project Connect System Plan
Spring 2020:	Virtual engagement on Project Connect Recommended System Plan
Summer 2020:	Virtual community meeting to engage on recommended Project Connect Initial investment. Project Connect community education phase
November 2020:	Planning for NEPA engagement begins

WHERE WE'RE GOING

National Environmental Policy Act (NEPA)

Examines potential environmental impacts of the program, with particular focus on low-income individuals or communities of color, including physical, cultural and social impacts

- **NEPA Scoping meetings for Orange and Blue Lines**
 - Virtual Community Meetings - January 25-29 (Spanish and English)
 - Month-Long Self-Guided Virtual Open House - From January 25
- **Engagement on Expo, Pleasant Valley, South Lamar MetroRapid Lines**
 - Virtual Community Meetings – February 2-4 (Spanish and English)
 - Month-Long Self-Guided Virtual Open House – From February 2
 - Ongoing outreach to neighborhood groups
 - Late spring engagement for South Lamar corridor
- **Engagement on new Pickup Zones**
 - Targeted virtual outreach to organizations and neighborhood groups – mid-February
- **Future Community Engagement Committee Framework**
 - Update on Project Connect community engagement committees and working groups framework at **February 17** ATP Board meeting

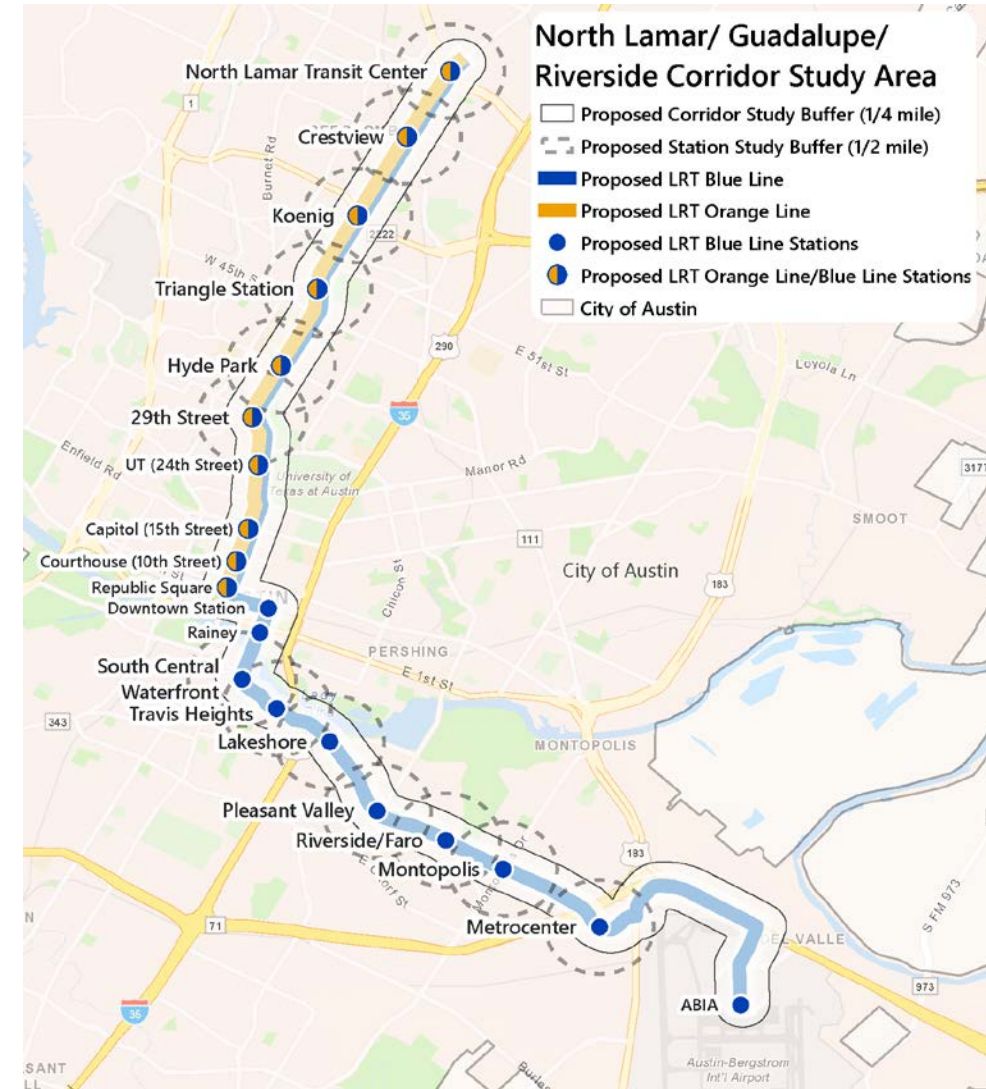
EXECUTIVE DIRECTOR'S REPORT

Randy Clarke

Executive Director, Austin Transit Partnership

Equitable Transit Oriented Development (ETOD) Strategy

- FTA awarded Capital Metro \$900k for the Pilot Program for TOD Planning
- Capital Metro in collaboration with City of Austin Housing and Planning, Equity Office, Transportation Department, and Austin Transit Partnership to develop ETOD Strategies through a racial equity lens.
- The focus will be on the North Lamar/Guadalupe/Riverside Corridor and 13 stations along the Blue Line and Orange Line.
- Will develop anti-displacement strategies to leverage transit investments for equitable and sustainable development. Including:



ETOD Process and Planning/Policy Outcomes

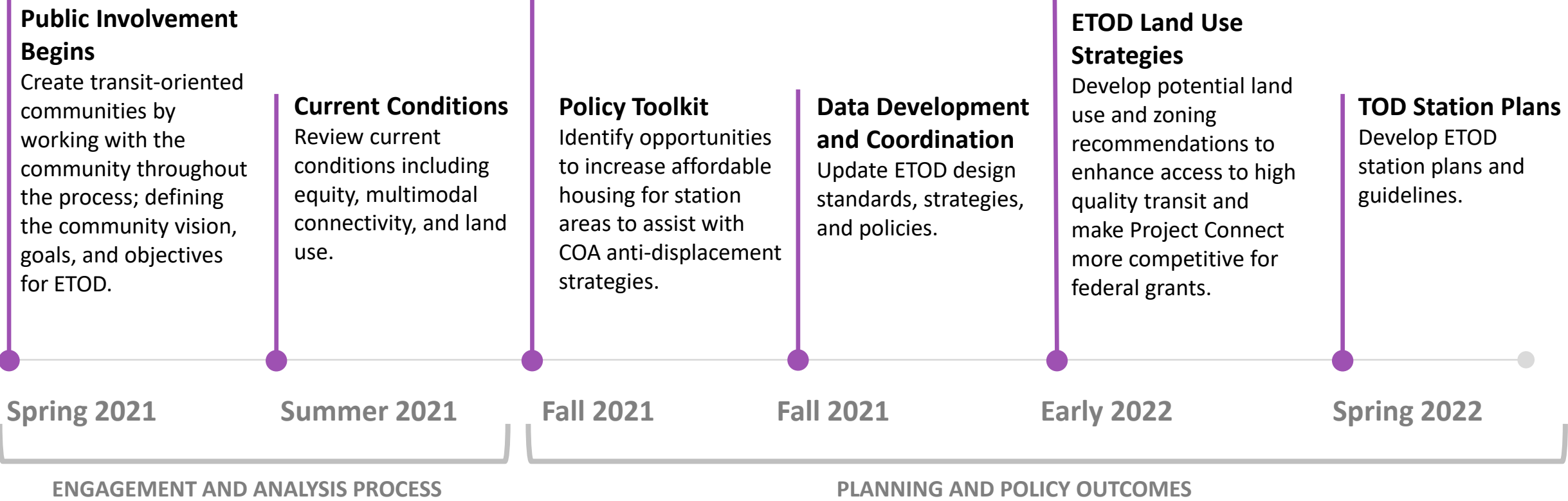
ENGAGEMENT AND ANALYSIS PROCESS

- Public Engagement Strategy
 - Partner with the City of Austin (COA) to engage the community, including the Community Advisory Committee (CAC), to define future growth around new transit stations and along corridors.
- Current Conditions Review
 - Review the existing conditions for each station area including equity, multimodal safety and access to transit, and development potential.
- Assess Displacement Risk
 - Develop strategies to minimize displacement through the planning process.

PLANNING AND POLICY OUTCOMES

- Data Development and Coordination
 - Update existing CapMetro TOD tool, strategies, and policies and coordinate with COA for relevant City TOD policies.
- Policy Toolkit
 - Identify opportunities to increase affordable housing for station areas to assist with COA anti-displacement strategies.
- ETOD Land Use Strategies
 - Develop potential land use and zoning recommendations to enhance access to high quality transit and make Project Connect more competitive for federal grants.
- Station Plans
 - Develop ETOD station plans and guidelines.

ETOD Timeline and Next Steps



ATP BOARD SCHEDULE - 2021

Third Wednesday
of the Month, 2:00 p.m.

Spring: joint meeting on
Joint Powers Agreement

December: annual
triparty meeting with
Austin City Council and
Capital Metro Board

FEBRUARY

17

MARCH

17

APRIL

21

MAY

19

JUNE

16

JULY

21

AUGUST

18

SEPTEMBER

15

OCTOBER

20

NOVEMBER

17

DECEMBER

15