

**AUSTIN TRANSIT
PARTNERSHIP BOARD OF
DIRECTORS MEETING
Rosa Parks Boardroom**

~ Agenda ~

Wednesday, November 17, 2021 2:00 PM Board Room, 2910 E. 5th Street, Austin, Texas 78702

- 1. Public Comment**
- 2. Technical Advisory Committee Reports**
- 3. Executive Director Report**
- 4. Monthly Program Updates**
 1. Community Engagement and Involvement Update
 2. Project Connect Technical Update
 3. Administrative Update
- 5. Executive Session**
 1. Section 551.071 of the Texas Government Code for consultations with attorney regarding Section 4.2.2 of the draft Joint Powers Agreement
- 6. Action Items**
 1. Approval of minutes from the October 20, 2021 Board Meeting
 2. Authorize finalization and execution of JPA with CMTA and the City of Austin
- 7. Discussion Items**
 1. Briefing on ATP Investment Policy
 2. Briefing on Records Management Policy and Records Management Officer Appointment
 3. Community Design Workshop Update
- 8. Executive Session**
 1. Section 551.074 of the Texas Government Code for personnel matters related to Executive Director FY 20-21 performance evaluation
- 9. Adjournment**

ADA Compliance

Reasonable modifications and equal access to communications are provided upon request. Please call (512) 389-7525 or email chloe.maxwell@atptx.org if you need more information.

ATP has resumed in-person board meetings. They can be [streamed live](#) and public comments may be made virtually over Teams or in-person. Those wishing to contribute comments must notify ATP

24-hours before the meeting (by 2:00 p.m. on Tuesday, November 16) by calling 512-389-7525 or emailing chloe.maxwell@atptx.org. Give your name, a phone number and the topic you wish to discuss. On the day of the meeting, you will be contacted, added as an attendee of the board meeting, and have 3 minutes to speak.

Please Note: You will have only one opportunity at the beginning of the board meeting to speak on all items you intend to address.

Public comment will be over Microsoft Teams (camera may be turned off) or in person. Once registered for Public Comment, a participation link will be distributed.

BOARD OF DIRECTORS: *Veronica Castro de Barrera, Chair; Colette Pierce Burnette, Vice Chair; Steve Adler, Tony Elkins, Eric Stratton, 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.

Date: November 10, 2021

AUSTIN TRANSIT PARTNERSHIP

**Board of Directors Meeting
November 17, 2021**

November 17 - AGENDA

1. Public Comment

2. Technical Advisory Committee Reports

3. Executive Director Report

4. Monthly Program Updates

- Community Engagement and Involvement Update
- Project Connect Technical Update
- Administrative Update

5. Executive Session

- Section 551.071 of the Texas Government Code for consultations with attorney regarding Section 4.2.2 of the draft Joint Powers Agreement

6. Action Items

- Approval of minutes from the October 20, 2021 Board Meeting
- Authorize finalization and execution of JPA with CMTA and the City of Austin

7. Discussion Items

- Briefing on ATP Investment Policy
- Briefing on Records Management Policy and Records Management Officer Appointment
- Community Design Workshop Update

8. Executive Session

- Section 551.074 of the Texas Government Code for personnel matters related to Executive Director FY 20-21 performance evaluation

9. Adjournment

PUBLIC COMMENT

TECHNICAL ADVISORY COMMITTEE REPORTS

- **Engineering, Architecture & Construction Advisory Committee (EAC)**
- **Planning, Sustainability, Equity & DBE Advisory Committee (PSEC)**
- **Finance & Risk (FAR)**



COMMITTEE: Engineering, Architecture & Construction

DATE: November 3, 2021

PRIMARY AGENDA ITEMS:

1. Introduction: new Committee member / delegate from CAC: Kathryn Broadwater
2. Orange Line tunnel under Lady Bird Lake: technical recap
3. Rolling stock / vehicle type overview: LRT and others

COMMITTEE DISCUSSION & RECOMMENDATIONS:

1. Rolling Stock (agenda item #3): a member of the Committee recommended reviewing Austin Fire Department's (AFD) requirements for setbacks from existing overhead electric wires and any potential catenary infrastructure. Also, in reference to the AFD, staff has been discussing reinforcement of bike lanes to allow fire trucks to deploy their outriggers if necessary.
2. Design team described to the committee the robust utility conflicts on 2nd. Street and in proximity to the alignment. They also described how they explored moving the downtown station further north to clear some conflicts. Understanding the importance of interlining both blue and orange lines for maximum flexibility, frequency and capacity this criteria is currently informing the tunnel under Lady Bird Lake.
3. Committee member inquired about access to the underground station in relation to the flood plane. Design team confirmed that access points such as portals and escalators shall be above the flood plane.
4. CAC Liaison emphasized the importance of full ADA compliance in the entire system. As this system is new, we must comply with Federal and State accessibility guidelines, for instance, the design team described the different vertical circulation elements such as elevators and level boarding to the vehicles.

REQUESTS FOR MORE INFORMATION:

1. Rolling stock (agenda item #3): The Committee requested to see a visualization showing the vehicles and the guideway in the context of the streetscape.
2. Rolling stock / power provision (agenda item #3): The Committee requested more information on our strategy regarding power source for the vehicles (overhead wire vs battery vs hybrid). Vehicle selection should inform the 30% design package along with a benefit cost analysis of

wireless technology vs wired technology for Austin's topography, climate, operations, and maintenance.

3. The Committee asked questions about flood protection for the tunnel system. Staff discussed the current flood protection strategy and will present further information on this topic as the design for flood protection is developed further.

NEXT STEPS:

1. Blue line bridge design competition RFQ/RFP process (December)
2. Metro Rapid Shelter update



COMMITTEE: Planning, Sustainability, Equity & DBE (PSEC) Committee Meeting

DATE: November 4, 2021

AGENDA

1. Welcome Chair Castro de Barrera
2. Welcome new committee member / CAC delegate
3. Engaging with Priority Communities – Jackie Nirenberg, Director of Community Engagement, ATP
4. Blue Line Bridge Community Design Workshop update – Peter Mullan, Chief of Architecture, ATP

COMMITTEE DISCUSSION TOPICS

1. Engaging with Priority Communities
 - a. Additional priority constituencies suggested by committee members included:
 - Students/Kids – Using transit
 - Single Parents – Have a more difficult time balancing work/life
 - Caregivers
 - Persons Experiencing Homelessness
 - b. Ideas offered by committee members included:
 - Working with Community based organizations / non-profits. Perhaps offer monetary compensation and in turn they can offer gift cards to the community.
 - Video Essays/Video Content as part of storytelling workshops.
 - AISD – engage the Parent Support Specialists as they are already working closely with families.
 - City of Austin’s Community Climate Ambassador program as reference model
 - Public Transit Adventures – peers teaching one another how to navigate transit.
 - Compensation for participation. For participants who don’t need the stipend, establish a fund that they can donate the money to help other participants or another organization of their choice.
 - Bringing diverse groups together to understand differing perspectives is key.
2. Blue Line Bridge Community Design Workshop Update- Peter Mullan, Chief of Architecture, ATP
 - a. Design Competition – RFQ will be issued in December
 - b. Great dialogue about the benefits of doing these focused work sessions in which the public can focus on a unique challenge. This led to an idea about encouraging the public

to participate in focus work groups in other parts of town beyond their immediate neighborhood(s).

- c. Committee members expressed interest in providing input ahead of the RFQ publication for the design competition.

NEXT MEETING:

1. December 2, 2021
2. The committee inquired when the CAC meets so that they can also tune in to their meetings. Jackie will send a link to CAC's scheduled meetings.



COMMITTEE: Finance & Risk

DATE: November 9, 2021

PRIMARY AGENDA ITEMS:

- Status & Discussion of High-Level Program Risks & Future Risk Register
- ATP Investment Policy
- Upcoming Procurements
- Update on Internal Auditor Recruitment & Discussion on Position Skill Set/Responsibilities

COMMITTEE RECOMMENDATIONS:

- Committee will work with staff to develop a top-ten risk register. These discussions will be ongoing and evolving.
- Committee requested more information about contracts and procurement. Staff is working on a transparency portal for the new website.
- For future risk matrixes develop a standard of defined terms

REQUESTS FOR MORE INFORMATION:

- Committee inquired about the status of updates to the financial model, budget to actual comparisons, year-end close process.
- Committee requested that future presentations/reports be provided to committee members one week prior to future meetings so that members can review information ahead of time and be prepared to discuss and ask questions in the meeting.
- Committee member asked for a future FAR meeting that we could be briefed on how the \$300 anti-displacement dollars are to be invested.
- Committee member requested to understand if ATP can apply for federal RRIF loans

NEXT STEPS:

- Look into cyber-risk and potential for hacking/ransomware. Incorporate these elements into future risk management contracts.
- Develop IT infrastructure (email addresses at a minimum) for members to be able to communicate with each other and keep FAR business separate from personal accounts.
- Look into ways for the FAR to communicate/cross-pollinate with the other TACs and CAC, especially for risk-management purposes.

EXECUTIVE DIRECTOR'S REPORT

Randy Clarke

Executive Director

Austin Transit Partnership

MONTHLY PROGRAM UPDATES:

COMMUNITY ENGAGEMENT AND INVOLVEMENT UPDATE

Community Engagement Update

Event Participation	Totals
Community Design Workshop - Blue Line Bridge – October 14	191
Community Design Workshop – North Lamar Transit Center (November 10)	45

- EAC Meeting 11/3
- PSEC Meeting 11/4
- FAR Meeting 11/9
- CAC Meeting 11/18



Blue Line Bridge: What We Heard

- Concern for future of Austin Rowing Club and boat house
- Local character and aesthetic (music, art)
- Lighting
- Connections to boardwalk, trails, water, amenities
- Framed downtown views
- Consideration of bridge piers on rowing lanes (water traffic safety, visual sightlines, travel lanes)
- Accessibility to the bridge
- Places for people to sit, enjoy music/art
- Overlooks (*bats, skyline*)
- Attractive barriers between train and bicycles / pedestrians
- Separated space for bicycles and pedestrians
- Safe
- Address potential conflicts of multiple modes (*i.e. scooters, bicycles, pedicabs, wheelchairs*)
- ADA Accessible
- Lighting (*wildlife friendly*)
- Informational signage / wayfinding
- Shade / protection from weather
- Scooter parking / storage
- Viewing areas for events
- Seating
- Emergency call phone
- Water fountains and cooling water features
- Restrooms (*some expressed concerns*)

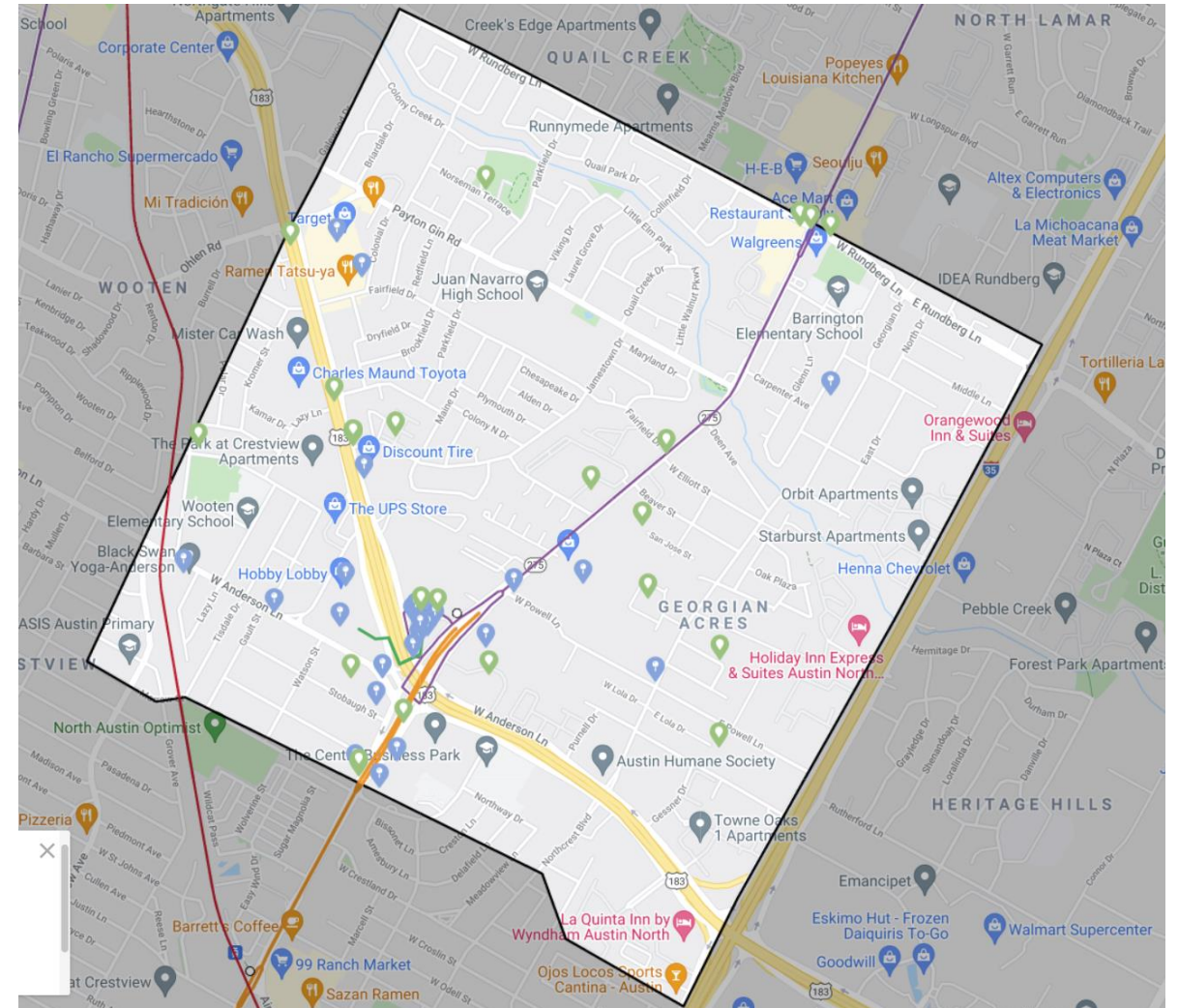
North Lamar Transit Center: What We Heard

STARTING POINTS

- Wooten Neighborhood
- 183 near Jamestown Dr
- East of N. Lamar
- Downtown, Tech Ridge

DESTINATIONS

- North Lamar Transit Center: as a destination and a transfer point between buses
- Shopping mall – Target
- HEB



North Lamar Transit Center: Key Takeaways

GENERAL CONCERNS

- Travel length and time for transferring riders
- Area would still feel car-first, not on human scale
- Crossing N. Lamar at either side of station feels unsafe, paths in N. Lamar need barriers for safety
- Need for ped/bike upgrades in entire neighborhood, not just near station
- Concerns for imbalance in station serving the neighborhood versus serving transferring riders
- Desire for and concerns about redevelopment

AMENITIES AND VISION

- Acute focus on meeting/exceeding ADA requirements
- Protection from weather, lighting at night
- Need to mitigate noise from N. Lamar and 183
- Multi-lingual wayfinding and signage
- Seating, tables, bathrooms, water fountains
- Art, architecture, landscaping, beautification
- Small shops, food and coffee options at NLTC
- Playground, picnic tables, amenities for children
- ETOD; make the NLTC area a destination itself

Upcoming Engagement Activities

- EAC Meeting – December 1
- PSEC Meeting – December 2
- Community Design Workshop: The Drag – December 8
- McKalla Station Community Update – December 9
- Community Design Workshop: 4th Street – December 14
- Community Advisory Committee Meeting – December 15
- Community Design Workshop: So. Congress Transit Center (TBD)
- Community Design Workshop: Crestview (TBD)

MONTHLY PROGRAM UPDATES:

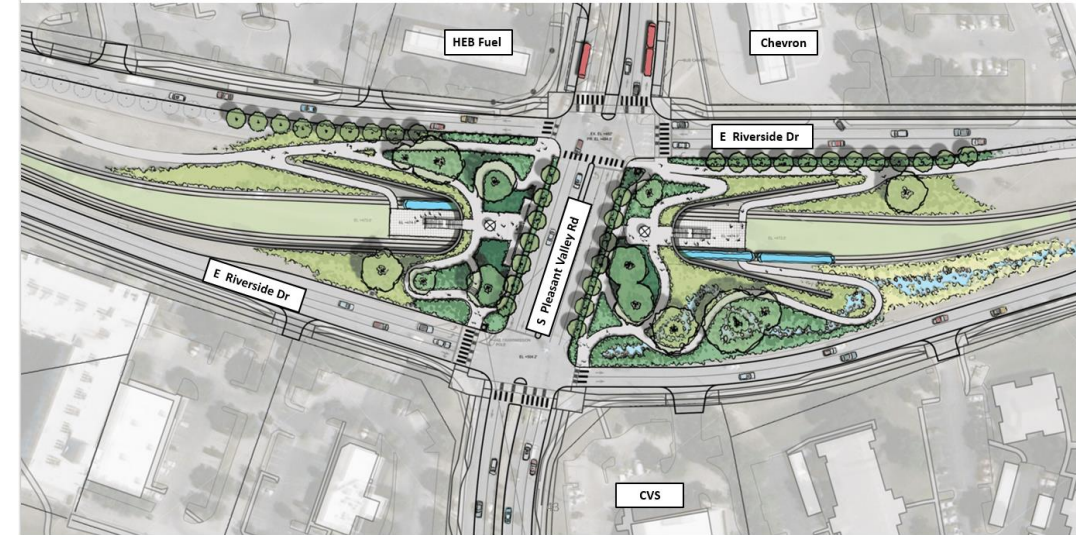
TECHNICAL UPDATE

PROGRAM UPDATES:

Blue & Orange Line Field & Engineering Activities

- Pleasant Valley design options refined for inclusion into the 30% design package and updated traffic analysis completed
- Collaborative coordination with COA departments and TxDOT on design options and traffic model refinement
- R.O.W optimization and cross section refinement
- Finalizing Utility Rules of Practice (UROP) and agreement with COA
- Refinement of the underground station layout including optimization of entrances, pedestrian concourse, customer amenities and systems integration
- Initiated Level A Subsurface Utility Engineering (SUE) site investigation
- Additional field survey at Tech Ridge, Auditorium Shores and Lady Bird Lake

Pleasant Valley Design Options



PROGRAM UPDATES:

Blue & Orange Line Planning/NEPA Progress

- Ongoing collaborative coordination with FTA and their 139J Support Consultant on the development and review of Technical Reports
- 42 Technical Reports developed for OL/BL EIS document – 34 have been submitted to FTA for review and 28 of those are nearing finalization
- Draft Chapters (updated Purpose & Need, Alternatives Considered, Public Engagement) for the Administrative Draft EIS documents with FTA for review
- Draft system service planning technical analysis complete
- Archeological and historical resources field investigation complete

Austin Fire Department Historical Building on Guadalupe



PROGRAM UPDATES:

MetroRapid

Expo & Pleasant Valley

- Continued review of civil design submittals - 60%, 90% and IFC Plans
- RFP for shelter design issued
- IDIQ contract awarded to 3 contractors. Preparing for formal NTP and Kick-off
- LONP for construction of 34 stations submitted to FTA
- On-going development and response-to-comments received on FTA Readiness documents
- Kick-off meeting held with bus manufacturers
- Continued coordination with the City of Austin (ATD, AE and AULCC)
- Consultant on-board and continued real estate coordination for End-of-Line Charging locations

Gold Line & South Lamar

- Gold Line and South Lamar station locations finalized with CMTA Planning
- RFQ for design services issued – design consultant selection during November



MetroRapid Shelters Conceptual Design

PROGRAM UPDATES:

Red Line & Pick-Up Service

Red Line

- McKalla Station
 - Contract for Final Design issued for track work and drainage
 - Design/Build solicitation underway
- Lakeline-to-Leander
 - Construction in progress
- Broadmoor Station

Neighborhood Circulators

- Completed

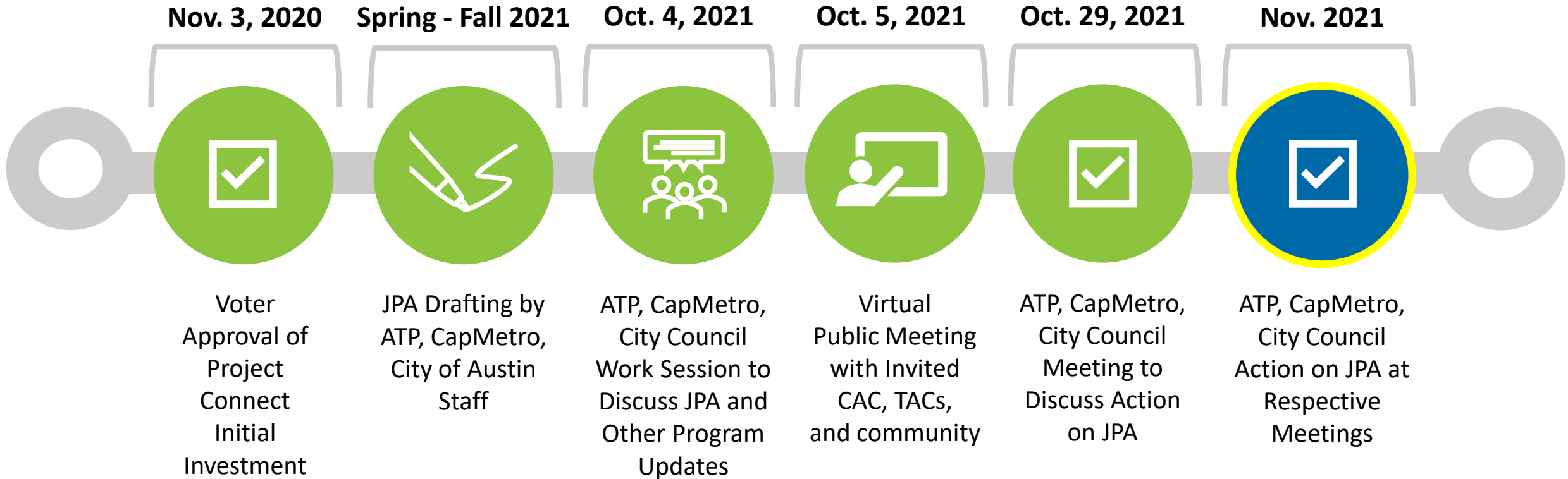


McKalla Station

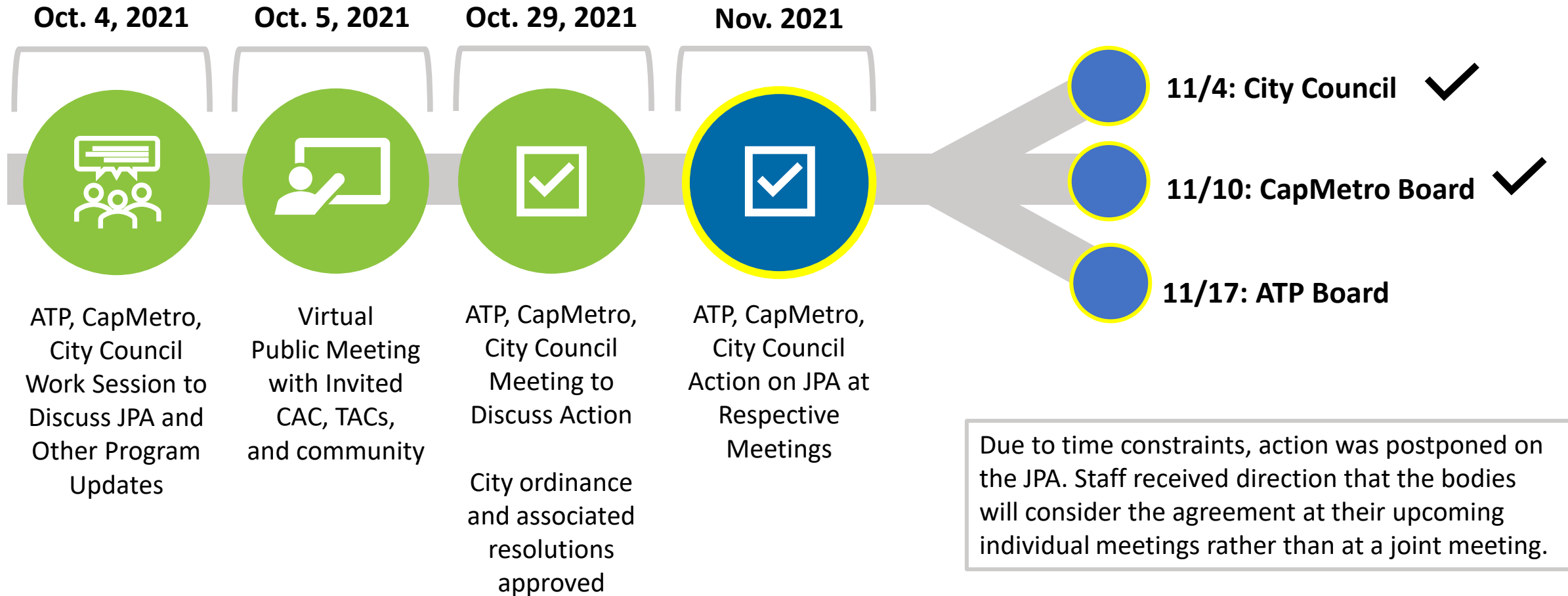
MONTHLY PROGRAM UPDATES:

ADMINISTRATIVE UPDATE

JPA Timeline



JPA Next Steps



EXECUTIVE SESSION

ACTION ITEM 1:

Approval of minutes from the October 20, 2021 ATP Board of Director's Meeting

AUSTIN TRANSIT PARTNERSHIP BOARD OF DIRECTORS MEETING

Rosa Parks Board Room
2910 E. 5th St. Austin, TX 78702

~ Minutes ~

Board Secretary Casey Burack
512-369-6040

Wednesday, October 20, 2021
2:00 PM

2:05 PM Meeting Called to Order
5:03 PM Meeting Adjourned

I. Public Comment

Two people signed up for public comment, Mr. Jeremy Hendricks and Ms. Jessica Wolf.

II. Technical Advisory Committee Update

Chair Castro de Barrera provided this update. The Engineering, Architecture, and Construction Committee (EAC) discussed the Joint Powers Agreement (JPA). The Committee recommended including timelines, milestones, and deadlines for critical path items in the program to hold all parties accountable for the schedule and each party's responsibilities in maintaining the schedule. Second, the EAC discussed the Pleasant Valley Design Workshop feedback. They supported the emphasis on placemaking and facilitating multi-modal transit use and connections, according to Austin Strategic Mobility Plan (ASMP), particularly in Option 2. The Committee is very excited about Lady Bird Lake Bridge Workshop and the signature element of the program and recommends we maintain our aspirational approach towards creating an inspiring architectural icon that addresses multi-modal connectivity and placemaking for our community. The Committee also recommended adding bike racks, trees, and public art at future Metro Rapid stations. They also submitted a detailed list to the design team on various elements. The Committee would like more information on the throughput for all mobility modes (autos, rail, bus, pedestrians, bicycles) for each of the two Pleasant Valley/ Riverside design options. They asked to be included in the design refinement of the bus shelters as these will also be essential elements of the light rail system's architectural language and rider amenities. The EAC recommended the development of 3D modeling of the tunnels. They asked to discuss the merits of a tunnel compared to a bridge downtown and the challenges encountered by the technical team. Additionally, they requested graphics showing the difference between the vehicles (Light Rail, Commuter Rail, Streetcar) to allow the public to understand the transit system better.

Director of Community Involvement Jackie Nirenberg then gave the Planning, Sustainability, Equity, and DBE Committee (PSEC) update. PSEC reviewed Joint Powers Agreement, Sustainability Initiatives, and the Community Design Workshops. Committee members expressed that the presented content volume was overwhelming

and suggested that meetings be less presentation-focused and more conversational. The PSEC committee asked about the connection points between the Joint Powers Agreement and the City of Austin's newly passed equity plan.

III. Executive Director Report

Austin Transit Partnership Executive Director, Randy Clarke, provided this update.

Mr. Clarke updated the Board on important milestones for the Orange and Blue Lines, including the Locally Preferred Alternative designation in June 2020 and the Project Connect Referendum in November 2020. Upcoming milestones include the NEPA Record of Decision in Winter 2023, the FTA Entry to Project Engineering in Summer 2023, and the FTA Full Funding Grant Agreement in Fall 2024. Randy also discussed the building of the team and resources.

II. Monthly Program Update

1. Community Engagement Update

Director of Community Involvement, Jackie Nirenberg, gave this report.

The Metro Rail meeting on September 10 had 109 people in attendance, and the Metro Rapid community meeting had 41 people. The Pleasant Valley Design Workshop had 92 participants. The JPA community meeting included 29.

During the Orange Line and Blue Line meetings, several people advocated for bike and pedestrian connections and were pleased that the plan showed an increase in those connections. The Community Engagement team has developed the engagement library to track and share feedback, accessible on the Project Connect website. The Blue Line Bridge Design Workshop had 191 people participate.

Ms. Nirenberg also discussed the Community Engagement Dashboard housed on the Project Connect Website. The Community Engagement team included information to demonstrate the feedback loop so the public can see our process.

2. Project Connect Technical Update

Dave Couch, Chief Program Officer, discussed the utilities moved through the advancement of the Program. Dave addressed continued progress on the Metro Rapid Projects.

3. Administrative Program Update

ATP General Counsel and Chief Administrative Officer, Casey Burack, provided this update.

Ms. Burack updated the Board that the team has added 190 years of professional experience through recent hires and since the last Board hiring update.

III. Action Items

1. Approval of minutes from the September 15, 2021 Austin Transit Partnership Board Meetings.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Stratton

SECONDER: Elkins

AYES: Castro de Barrera, Adler, Stratton, Elkins

ABSENT: Pierce Burnette

2. Approval of Resolution Awarding On-call Legal Services Contracts to the following law firms for a base period of three years in an amount not to exceed \$13,217,000 with two, twelve-month option periods for a total of five years in an amount not to exceed \$23,000,000: Ashurst; Dubois, Bryant & Campbell; Greenberg Traurig; Hogan Lovells and Hunton Andrews Kurth; Husch Blackwell; Hyatte O. Simmons; Kaplan Kirsch & Rockwell; Mayer Brown, LLP; McCall Parkhurst & Horton; Nossaman LLP; Orrick, Herrington & Sutcliffe; and Winstead PC.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Adler

SECONDER: Stratton

AYES: Castro de Barrera, Adler, Stratton, Elkins

ABSENT: Pierce Burnette

3. Approval of Resolution to Direct Staff to Develop a Construction Mitigation Program and include in Future Construction Contracts certain Workforce Protection and Living Wage Provisions in accordance with the JPA.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Stratton

SECONDER: Elkins

AYES: Castro de Barrera, Adler, Stratton, Elkins

ABSENT: Pierce Burnette

III. Discussion Items

1. Community Design Workshop Update

Peter Mullan, Chief of Architecture and Urban Design, provided this update.

Mr. Mullan discussed the Pleasant Valley Design Workshop, which included demonstrating why the intersection of Pleasant Valley and Riverside Drive is a complicated intersection. He emphasized that the topography and grade changes are

the primary driver behind the design choices. Peter discussed the two design options and the critical aspects of both designs.

Mayor Adler asked about the at-grade train crossings and an option that would elevate the turn lanes. Peter explained that making horizontal curves on a vertical slope creates immense challenges for vehicular and roadway standards. You must have a wider turn radius to accomplish this, and there is not the space to accommodate it.

Board Member Stratton asked how the Board is included in the final decision-making in situations like this moving forward. Specifically, whether the Board will take a vote, or be updated as the Program continues to move forward. Mr. Mullan replied that it would likely be a combination of both.

V. Adjournment

ADA Compliance

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

BOARD OF DIRECTORS: *Veronica Castro de Barrera, Chair; Colette Pierce Burnette, Vice Chair; Steve Adler, Tony Elkins, Eric Stratton 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.

ACTION ITEM 2:

Authorize finalization and execution of JPA with CMTA and the City of Austin



Austin Transit Partnership Board of Directors Resolution

Meeting Date: 11/17/2021

ATP-2021-028

*Approval of a Resolution Authorizing the Executive Director to
Finalize and Execute the Project Connect Joint Powers
Agreement*

SUBJECT: Approval of a resolution authorizing the Executive Director or their designee to finalize and execute the Project Connect Joint Powers Agreement among the City of Austin, Capital Metro, and the Austin Transit Partnership.

FISCAL IMPACT: No Fiscal Impact.

BUSINESS CASE: Does not apply.

EXECUTIVE SUMMARY: This resolution authorizes the Executive Director to finalize and execute the Project Connect Joint Powers Agreement among the City of Austin, Capital Metro, and the Austin Transit Partnership pursuant to the terms and conditions of the City of Austin Contract with the Voters and the Capital Metro Funding and Commitment Resolution for Project Connect.

RESPONSIBLE DEPARTMENT: Legal.

PROCUREMENT SUMMARY: Does not apply.



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

STATE OF TEXAS

Resolution ID: ATP-2021-028

COUNTY OF TRAVIS

***Approval of a Resolution Authorizing the Executive
Director to Finalize and Execute the Project Connect
Joint Powers Agreement***

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, 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;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of ATP that the ATP Executive Director is directed to finalize and 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.

Casey Burack
Secretary of the Board

Date: _____

**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, ~~approved 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, planning, 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 ~~approval 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.

- 2.8. 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 ~~approval 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 Capital Metro 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 Capital Metro. These items must be developed in a timely manner in order to impact the Project Connect program of projects.
- The Parties commit to developing an agreement outlining a process to discuss and mitigate the use and impact on parkland and historic squares, which shall be approved by the ATP Board, City Council, and the Capital Metro Board.
- The Parties commit to working together in a collaborative fashion to discuss any potential or proposed legislation related to Project Connect as early in the process as practicable.

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 ATP Board shall conclude an independent analysis to determine the appropriate leadership model for ATP no later than March 31, 2022. The independent analysis shall include a community engagement process with input from the CAC, technical advisory committees, and others. After careful consideration of such analysis, the ATP Board shall determine its leadership model in its sole discretion. Further, the ATP Board shall make any Executive Director appointments in its sole discretion. The ATP Board shall establish a community engagement process for such appointments which is appropriate for the appointment of senior leadership and similar to the process described above. 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 approve 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, approving 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 approval/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 applies to ATP or any other entity implementing the Project Connect Investment Map and Associated Sequence Plan 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 ~~approval 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 ~~approving 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-meets both the City of Austin’s goals and furthers~~ 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; 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 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:

CITY OF AUSTIN:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Ashley Glotzer, Chief Counsel

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.

**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, approved 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, planning, 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 approval 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.

- 2.8. 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 approval 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 Capital Metro 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 Capital Metro. These items must be developed in a timely manner in order to impact the Project Connect program of projects.
- The Parties commit to developing an agreement outlining a process to discuss and mitigate the use and impact on parkland and historic squares, which shall be approved by the ATP Board, City Council, and the Capital Metro Board.
- The Parties commit to working together in a collaborative fashion to discuss any potential or proposed legislation related to Project Connect as early in the process as practicable.

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 ATP Board shall conclude an independent analysis to determine the appropriate leadership model for ATP no later than March 31, 2022. The independent analysis shall include a community engagement process with input from the CAC, technical advisory committees, and others. After careful consideration of such analysis, the ATP Board shall determine its leadership model in its sole discretion. Further, the ATP Board shall make any Executive Director appointments in its sole discretion. The ATP Board shall establish a community engagement process for such appointments which is appropriate for the appointment of senior leadership and similar to the process described above. 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 approve 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, approving 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 approval. 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 applies to ATP or any other entity implementing the Project Connect Investment Map and Associated Sequence Plan 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 approval 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 approving 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 meets both the City of Austin’s goals and furthers the equitable design and construction of Project Connect; 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; 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 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:

CITY OF AUSTIN:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Ashley Glotzer, Chief Counsel

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.

EXHIBIT A

AUSTIN TRANSIT PARTNERSHIP RECORDS AND INFORMATION MANAGEMENT POLICY

A. PURPOSE

The Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code) provides that each local government must establish an active and continuing records management program; and the Austin Transit Partnership (“ATP”) desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping.

This Records and Information Management Policy (“RIM Policy”) defines the requirements and responsibilities to ensure that ATP is in compliance with federal and state laws, regulations, and best practices for the transit industry.

- This policy implements the Local Government Records Act (Texas Local Government Code, Title 6 Records, Subtitle C. Records provisions applying to more than one type of Local Government)
- This policy, the Records and Information Management Program (“RIM Program”), and the records control schedules apply to all records within the custody of ATP, in whatever form the records exist, including all digital records and all physical records (“ATP Records”).
- This policy applies to all ATP employees, Board members and contractors.

A person does not comply with the records management program unless the person complies with this policy and the Local Government Records Act.

B. POLICY

ATP shall have a RIM Program that complies with all federal and state records management laws, regulations, and best practices.

1. RIM Program

ATP’s Records Management Officer (“RMO”) shall submit the RIM Program to the Executive Director for approval.

The RIM Program must:

- comply with the Local Government Records Act and the Public Information Act;
- to the extent practicable, standardize records management practices among the ATP projects;
- in cooperation with the Texas State Library and Archives Commission (TSLAC), establish guidelines for the implementation of records control schedules;
- establish training requirements for records and information management team members and ATP staff;
- establish guidelines for ATP information technology systems and services to ensure that the systems and services create, store, manage, protect, preserve, dispose of, and provide access to records in compliance with the records management program;

EXHIBIT A

- establish guidelines for the transfer of records when a function is transferred from one project to another project;
- establish guidelines for the destruction of records, including the information that must be maintained in a destruction log;
- establish procedures for the suspension of records destruction as allowed by the Destruction or Disposition of Records section of this policy;
- establish guidelines and eligibility criteria for migrating records to an electronic or digital format, or to microfilm, including guidelines for the disposition of records that have been migrated;
- provide adequate protection of the essential/vital records of the Partnership, including a disaster recovery plan for records;
- establish procedures for safeguarding ATP Records in the custody of employees and contractors;
- regulate the operations and use of the records center serving as the depository of inactive records with continuing value to ATP, except records that have been transferred to the Austin History Center for preservation as historical records; and
- establish guidelines to ensure the preservation of long-term or permanent physical and digital records of ATP.

The RIM Program entails ten steps to facilitate the establishment and maintenance of the program:

- 1) Establish a Records and Information Management Team.
- 2) Conduct and Complete a Records Inventory.
- 3) Review and Approve a Records Control Schedule.
- 4) Apply Corporate Standards for Managing Records.
- 5) Develop Records and Information Management Procedures.
- 6) Implement the RIM Program and Procedures.
- 7) Create a Disaster Plan.
- 8) Records and Information Management Training.
- 9) Maintain the RIM Program.
- 10) Audit the RIM Program.

2. OWNERSHIP OF ATP RECORDS

All ATP Records are the sole property of ATP. A board member or employee has no personal property right to such records, even though the board member or employee may have developed or compiled them.

Except in compliance with the RIM Policy, or state or federal law, ATP Board members or employees may not:

- destroy, remove, or use a record except in the course of the board member's or the employee's official duties; or

EXHIBIT A

- sell, loan, give away, destroy, or otherwise alienate a record from ATP's custody.

ATP may demand and receive from any employee or board member ATP's record in the person's possession if the removal of the record was not authorized by law.

- ATP Board members and employees shall, at the expiration of the Board member's or employee's term, appointment, or employment, deliver to ATP all records in the Board member's or employee's possession.

A record received or created by an ATP contractor or service provider in fulfillment of the contract, except a record specifically relating only to the contractor's internal administration, is the property of ATP. The contractor may not dispose of or destroy a record that is ATP property without written authorization from the RMO and shall:

- maintain the record in compliance with the ATP RIM Policy; and
- deliver the ATP record, along with all finding aids and metadata, in all requested formats and media, to ATP at no cost upon completion or termination of the contract or upon receipt of a request from an ATP project manager, general counsel, the RMO, or an authorized ATP employee.

3. RECORDS CONTROL SCHEDULES

The RMO, in cooperation with each project manager and ATP records coordinator, shall prepare a records control schedule that lists each type of record the project created or is custodian of, the retention period for each type of record, and any other information needed to implement the records management program.

The length of a retention period, or a change in the length of a retention period, shall be determined by the RMO after consultation with the project manager, project records coordinator, and as needed ATP's General Counsel. After considering any comments made by the above listed individuals, the RMO shall adopt and approve each control schedule and each change to a control schedule.

The RMO shall maintain an official set of control schedules for ATP. The control schedules maintained by the RMO are ATP's official control schedules, to which every ATP project and employees must comply.

4. DESTRUCTION OR DISPOSITION OF RECORDS

When the retention period for a record has expired, the RMO and the project manager will approve the destruction of the record unless:

- a request for the record under Chapter 552 (Public Information Act) of the Government Code is pending;
- the ATP General Counsel determines that the subject matter of the record is related to pending or anticipated litigation, or to an ongoing legal matter;
- the subject matter of the record is related to an ongoing audit, or an ongoing review by a governmental regulatory agency;
- a project manager requests to the RMO in writing, and states the reason, that the record be permitted to be retained for an additional period, and the request is approved in writing by the RMO;

EXHIBIT A

- the Austin History Center (AHC) Managing Archivist determines that the record is of historical value:
- retention is otherwise required by law.

The RMO shall record the destruction of records carried out under this chapter or another law and maintain a destruction log.

Before a board member or employee may destroy the original or source document of a record that has been transferred to microfilm or to an electronic or digital format, the employee or board member must obtain written authorization from the RMO.

5. RECORDS WITH HISTORICAL VALUE

A Partnership project manager, general counsel, the Austin History Center (AHC) managing archivist, and the RMO may agree to transfer custody of a record that has historical value to the AHC.

- If custody of an ATP Record is transferred to AHC, ownership of the record will transfer to AHC.
- The AHC managing archivist shall establish guidelines for the preservation of records that are of historic value.

6. MANAGEMENT OF DIGITAL RECORDS

The creation, maintenance, preservation, and storage of a digital record, including the conversion of a physical record to a digital record, must comply with the records and information management program.

- The Microsoft SharePoint system and eBuilder are ATP's Enterprise Document and Records Management Systems, unless otherwise approved by the RMO. Digital Records stored within these systems are designated the official record for ATP.
- An ATP Project must receive written approval from the RMO before they can store official copies of digital records in a different system.
- The RMO shall review a project plan to acquire or implement an information technology system or service that creates, stores, manages, protects, preserves, destroys, or provides access to digital records.

RESPONSIBILITIES

Board members, Executives, Project Manager, Managers and/or Supervisors

Each Board member, Executive, Project Manager, Managers and/or Supervisor shall cooperate with the RMO to implement this policy and may not refuse to comply with the requirements of this policy based on an ATP resolution or policy relating to a duty, recordkeeping requirement, or other responsibility and shall:

- cooperate with the records and information management team to document the records and information that support the services, programs, and duties that are the responsibilities of their project;

EXHIBIT A

	<ul style="list-style-type: none"> ○ maintain the project's records in accordance with the records and information management program; ○ include records and information management requirements in project policies and procedures; ○ designate a Partnership Records Coordinator (PRC) for their project to maintain records created and received by that project and ensure records are maintained in compliance with the records and information management program. Managers must ensure that the Records Coordinators have sufficient time and resources to execute their duties and include records management responsibilities in their performance management plan; These duties and responsibilities should account for a minimum of 5% of the PRC's Performance Management Plan (PMP); ○ consult the RMO before recommending or implementing a change to ATP's processes or capabilities relating to the creation, storage, retention, destruction, disposition, security, accessibility, or custodianship of records; and ○ notify the RMO within 24 hours of the discovery of any loss, theft, or damage to a project record.
<p>Employees and Contractors</p>	<p>All ATP employees and contractors shall cooperate with the RMO to implement this policy. An ATP employee and contractor may not refuse to comply with the requirements of this policy based on an ATP resolution or policy relating to a duty, recordkeeping requirement, or other responsibility.</p> <p>Each ATP employee and contractor must:</p> <ul style="list-style-type: none"> ○ follow all applicable records and information management policies and procedures; ○ work with Records and Information Management Team, Managers and Supervisors to maintain the project's records in accordance with the records management program; and ○ dispose of ATP Records only after receiving written notice from the RMO.
<p>Records Management Officer (RMO)</p>	<p>ATP's Legal Services Coordinator shall serve as the Records Management Officer under Local Government Code, § 203.025 (Designation of Records Management Officer) and shall:</p> <ul style="list-style-type: none"> ○ develop, implement, and administer an ATP-wide records management program that complies with the Local Government Records Act; ○ coordinate, and to the extent practicable, standardize records management practices among projects; ○ prepare, review, and approve each new and amended records control schedule for ATP, and make necessary changes to the schedules at intervals set by the records management program; ○ report periodically and provide a formal annual report to the ATP General Counsel on the implementation of the RIM Program;

EXHIBIT A

	<ul style="list-style-type: none"> ○ report noncompliance with the RIM Program by a project manager, employee, or contractor to the ATP General Counsel; ○ provide storage, retrieval, and destruction services of physical records no longer required to be kept in active office space and transferred to the records center; ○ provide support for ATP-wide document and imaging management systems and services designed to manage digital records; ○ establish standards for the long-term preservation of permanent records not transferred to the AHC; ○ maintain records on the volume of records destroyed under the approved records retention schedule, records transferred to the AHC, and records transferred to the records center; ○ provide consulting services to project managers and training to employees on the implementation of the RIM Program, records and information technology requirements, and other subjects related to records and information management; and ○ assist projects to identify essential/vital records and establish a disaster recovery plan for those records in order to re-establish operations quickly and with minimum expense.
<p style="text-align: center;">Records and Information Management Team</p>	<p>ATP shall have a records and information management team consisting of the following:</p> <ul style="list-style-type: none"> ○ Records Management Officer, who is the chair of the team; and ○ at least one Project Records Coordinator (ARC) from each of ATP's Projects or locations. <p>The records and information management team shall:</p> <ul style="list-style-type: none"> ○ assist the RMO in the review of their project's RIM Program deliverables, procedures, and practices at intervals set by the records management program to determine if they comply; ○ assist the RMO and their project staff with the implementation of corrective action for program compliance as needed; and ○ meet at intervals set by the records management program.
<p style="text-align: center;">Project Records Coordinator (PRC)</p>	<p>Each of ATP's Records Coordinators shall:</p> <ul style="list-style-type: none"> ○ be responsible for the daily implementation of the records and information management program within their project; ○ be knowledgeable of all physical and digital records created and maintained by the project; and have access to all records maintained by the project; ○ attend records and information management team meetings; ○ complete reports and training required by the records management program; and

EXHIBIT A

	<ul style="list-style-type: none"> ○ perform other records management duties as detailed in the ATP PRC Appointment Letter.
--	--

DEFINITIONS	
Austin History Center (AHC)	The division of the City of Austin’s Public Library Project that serves as the Historical Archive of Austin and Travis County.
AHC Managing Archivist	Means the manager of the Austin History Center of the City of Austin’s Public Library acting under the direction and supervision of the director of the Library Project, or the equivalent position as may be established in the Library Project.
Project Records Coordinator (PRC)	The title of the persons designated by each project at ATP to provide support to ATP staff in developing and implementing records and information management practices within their project.
Digital	When used in reference to a record, means the record is maintained in an electronic data format that requires an electronic device to create, store, access, retrieve, or read the record.
Local Government Records Act (LGRA)	Means Texas Local Government Code Title 6 (Records), Subtitle C (Records Provisions Applying to More Than One Type of Local Government) and includes the rules adopted by the commission under the Local Government Records Act.
Physical	When used in reference to a record, means that the record is maintained in a tangible form, such as paper, photographic film, analog tape, or a similar medium.
Public Information Act (PIA)	Means Texas Government Code Title 5 (Open Government; Ethics), Subtitle A (Open Government), Chapter 552.
Record	Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state; created or received by a local government or any officer or employees pursuant to law, including any ordinance, or in the transaction of public business.

DISCUSSION ITEMS:

Briefing on ATP Investment Policy

Treasury Office Functions

- Cash Management
- Debt Management
- Investment Management

Cash Management

- Daily cash positioning
- Ensuring electronic payments are completed in a timely manner
- Working closely with the Depository to ensure ample collateral is on hand to secure the funds held at the bank.
- Manage the Depository contract

Debt Management

- Work with Financial Advisor, Bond Counsel, Internal Legal Counsel, and Underwriting firms to secure financing
- Service any debt that is taken out by ATP
 - Debt Service Payments
 - Ensuring all fees associated with outstanding obligations are paid in a timely manner
 - Maintaining compliance with all outstanding debt covenants
- Managing the Financial Advisor and Underwriting Pool contracts

Investment Management

- Enforcement and Administration of investment policy
 - Must maintain compliance with Texas Local Government Code, Chapter 2256, also known as the Public Funds Investment Act.
- Maximization of assets currently on hand
- Goes hand and hand with Cash Management
- Managing the Investment Advisor/Consultant contract, if it is decided to solicit for these services

Investment Policy

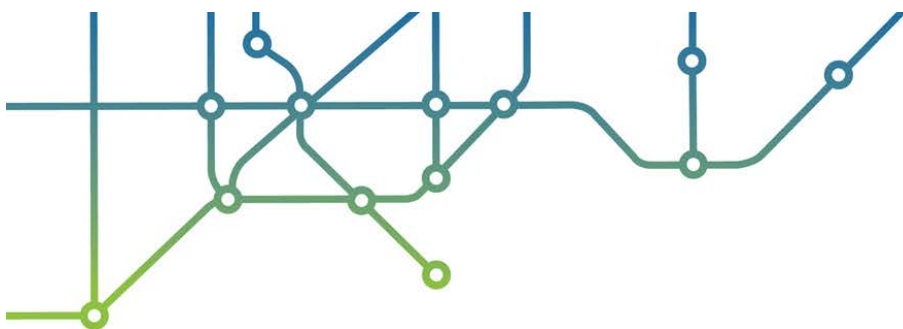
- Texas Local Government Code, Chapter 2256, also known as the Public Funds Investment Act (“PFIA”)
 - PFIA outlines which investments can be entered into, the proposed Investment Policy is a bit more restrictive.
- Main Objectives
 - Safety of assets on hand
 - Maintaining ample liquidity
 - Achieving yield objectives
- Outlines ATP’s Investment Strategy

Investment Policy (continued)

- Delegation of Authority
 - Section 3.6 of ATP's Bylaws charges the Treasurer of the Board as the Custodian of the Corporations funds and securities.
 - The Treasurer of the Board can designate Treasury Office personnel and other Finance Officers as "Investment Officers" for the Corporation.
- Audit
 - The Investment Policy establishes the requirement for ATP to conduct a compliance audit of management controls and adherence to the Policy in conjunction with the annual financial audit.
- Structured in a manner to allow for an Investment Advisor to manage funds on ATP's behalf.

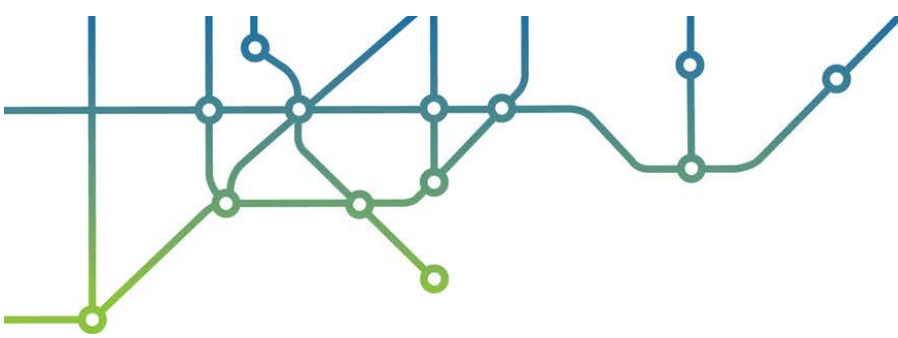
Investment Policy (continued)

- Investment Committee
 - Policy establishes an Investment Committee
 - Members of the Committee are the Chief Financial Officer, Treasurer, Budget Director, a representative from ATP's Financial Advisor and a representative from Legal.
- Reporting Requirements
 - On a quarterly basis, an investment report will be produced and distributed to the Board as required per Section 2256.023 of PFIA.
- Annual Approval
 - As required per Section 2256.005(e) of PFIA, the Investment Policy will be brought before the Board annually for approval.



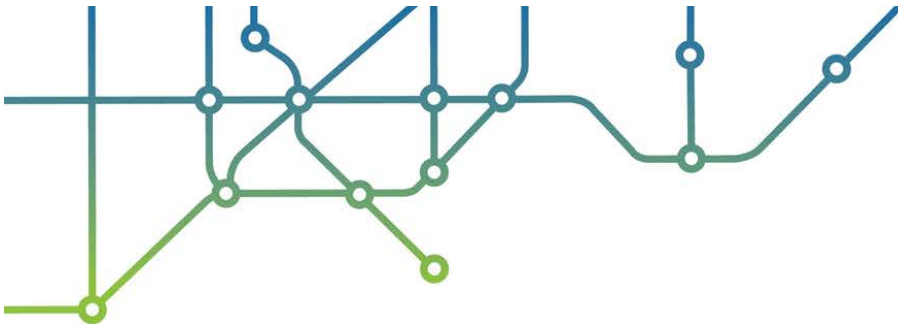
**Austin Transit Partnership
Investment Policy**

DRAFT



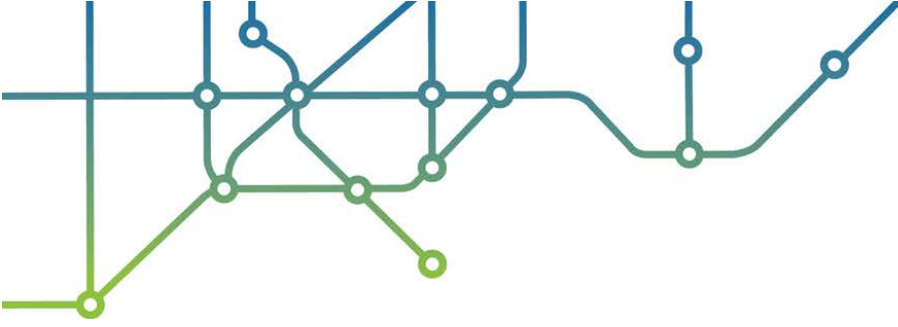
Investment Policy Index

1. POLICY STATEMENT	1
2. PURPOSE	2
a. Authorization.....	2
b. Scope.....	2
c. Review and Amendment.....	2
3. INVESTMENT OBJECTIVES	3
a. General Statement	3
b. Preservation and safety of principal.....	3
c. Maintenance of Sufficient Liquidity	3
d. Security of Funds	3
e. Diversification of Portfolio.....	3
f. Return on Portfolio.....	4
g. Standard of Care.....	4
4. INVESTMENT STRATEGY	6
a. Operating Funds	6
b. Debt Service Funds.....	6
c. Debt Service Reserve Funds.....	6
5. INVESTMENT POLICY	7
a. Eligible Investments	7
b. Prohibited Investments.....	9
c. Ensuring Safety of Principal	10
1. Protection of Principal	10
2. Security Ratings.....	10
3. Security Execution.....	10
4. Portfolio Pricing	10
5. Approved Brokers/Dealers	11
6. Repurchase Agreement	11



- 7. Collateralization 12
- 8. Collateral Substitution 13
- 10. Portfolio Diversification 13
- 11. Maturity Guidelines 14
- 12. Safekeeping 15
- d. Ensuring Liquidity 15
- e. Enhancing and Achieving Yield Objectives 15
- 6. RESPONSIBILITIES AND CONTROLS 16
 - a. Authority to Invest 16
 - b. Internal Controls 16
 - c. Investment Management Indemnification 16
 - d. Ethics and Conflicts of Interest 17
 - e. Investment Training 17
 - f. Investment Committee 18
 - g. Reporting 18
 - h. Certification 18

DRAFT

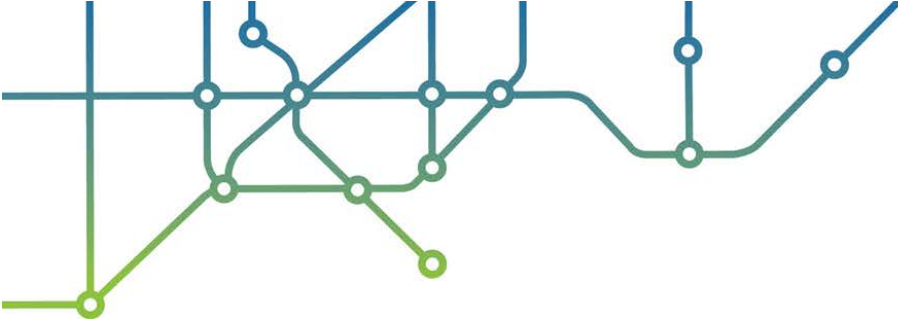


1. POLICY STATEMENT

It is the policy of the Austin Transit Partnership (the “Corporation”) that all available funds shall be invested in conformance with these legal and administrative guidelines. Public funds will be invested in a manner to allow for the safety of principal and maximizing the highest reasonable market return while ensuring the cash flow needs of the Corporation are met.

Effective cash management is recognized as essential to good fiscal management. The Corporation’s investment portfolio shall be designed and managed to take advantage of investment interest as a viable revenue source for all operating funds. The portfolio shall be designed and managed in a manner responsive to the public trust and consistent with local, state and federal law.

DRAFT



2. PURPOSE

a. Authorization

This Policy is to be authorized by the Board of the Corporation in accordance with Section 2256.005 of Texas Local Government Code, Chapter 2256, also known as the Public Funds Investment Act (the “Act”).

b. Scope

This Policy shall govern the investment of all funds of the Corporation as entrusted to the Treasurer of the Board, as custodian, according to Section 3.6 of the Corporation’s Bylaws. In addition to the Policy, bond funds (including debt service and reserve funds) shall be managed by their authorizing documents and Federal Law, including the Tax Reform Act of 1986 and subsequent legislation.

c. Review and Amendment

This Policy shall be reviewed annually by the Board of the Corporation, and adopted annually after such review, even if there are no changes.

DRAFT

3. INVESTMENT OBJECTIVES

a. General Statement

The Corporation shall manage and invest its investment portfolio with five primary objectives, three of which are required pursuant to Section 2256.06 (a)(1) – (3) of the Act:

1. Preservation of capital and protection of principal;
2. Maintenance of sufficient liquidity to meet operating needs;
3. Security of the Corporation’s funds and investments;
4. Diversification of investments to avoid unreasonable or avoidable risks; and
5. Maximization of return of the portfolio

b. Preservation and safety of principal

The safety of principal is the foremost objective of the Corporation’s investment program for the portfolio. The specific policies that will be implemented to ensure safety of principal are reflected in Section 5(c) “Ensuring Safety of Principal”.

c. Maintenance of Sufficient Liquidity

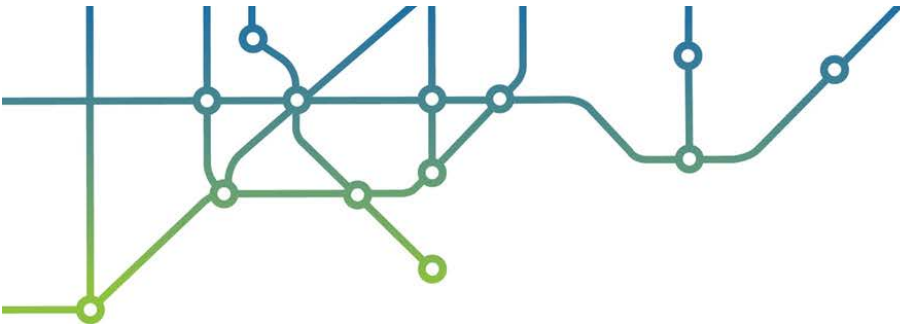
The Corporation’s investment portfolio must be structured in a manner which will provide liquidity as needed to pay obligations as they become due. As projects entrusted to and undertaken by the Corporation progress, ensuring adequate liquidity is maintained will become a vital role in ensuring contractual obligations are met. The specific policies that will be implemented to ensure Maintenance of Sufficient Liquidity are reflected in Section 5(d) “Ensuring Liquidity”.

d. Security of Funds

As detailed by Section 6(b) “Internal Controls”, the Corporation’s focus will be to implement controls to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, or imprudent actions by employees or Investment Offices of the Corporation

e. Diversification of Portfolio

The Corporation will ensure that the investment portfolio is diversified by security type and institution as appropriate for prudent risk management. The Policy limits surrounding diversification limits are reflected in Section 5(c)(10) “Portfolio Diversification”.



f. Return on Portfolio

In accordance with the Act, it will be the Corporation’s objective to optimize the return of the investment portfolio within the parameters outlined per the Safety and Liquidity objectives mentioned above. Investments shall be made in permitted obligations at yields equal to or greater than the bond equivalent yield on United States Treasury obligations of comparable maturity. Section 5(e) “Enhancing and Achieving Yield Objectives” outlines policies related to the investment rate of return.

Bond Proceeds received by the Corporation may have Federal yield or arbitrage restrictions. The primary objectives of the investment of these funds shall be to obtain satisfactory market yields and to minimize the costs associated with investment of such funds. See subsection (h) of this section below.

g. Standard of Care

As defined by the Act, in accordance with Section 2256.006, investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and probable income to be derived. The aforementioned description is also known as the “prudent person rule”.

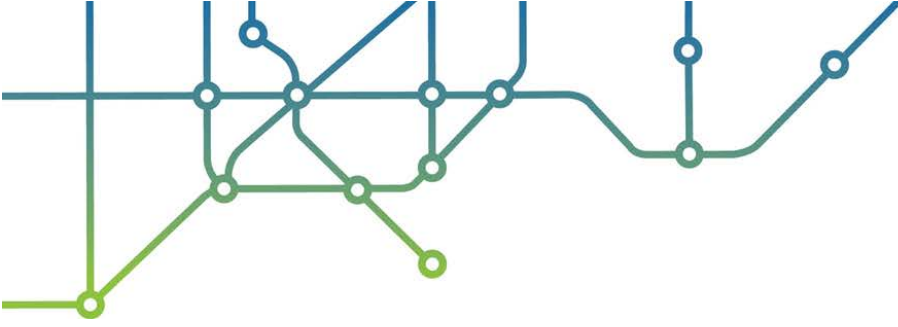
In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. the investment of all funds, or funds under the Corporation’s control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. whether the investment decision was consistent with this Policy.

Specific policies describing the Corporation’s prudence and ethical stands can be found in Section 6 “Responsibility and Controls”.

h. Issuance and Incurrence of Public Securities

The Corporation has the legal authority to issue or incur bonds, notes and other obligations, either sold in the open market, negotiated with private placement purchasers, or negotiated with federal or state agencies (collectively, referred to in this Policy as “public securities”) pursuant to documents authorized by the Board of the Corporation. Those documents may address the investment of funds (1) during the construction of a project, (2) used for the payment of debt service on the public securities, (3) placed in reserve as security for the payment of debt service on the public securities, (4) for the purpose of retiring the public securities, including defeasance of outstanding public securities, and (5) for other uses relating to the projects financed or refinanced. Notwithstanding anything in this Policy to the



contrary, if a conflict arises between this Policy and the investment of funds in accordance with the documents authorizing the issuance of public securities, the provisions of the documents authorizing the issuance of public securities shall control.

DRAFT

4. INVESTMENT STRATEGY

The Corporation will maintain at times through the life of the organization, three separate portfolios which will have a specific investment strategy consideration designed to address the unique characteristic of the respective investment portfolio.

a. Operating Funds

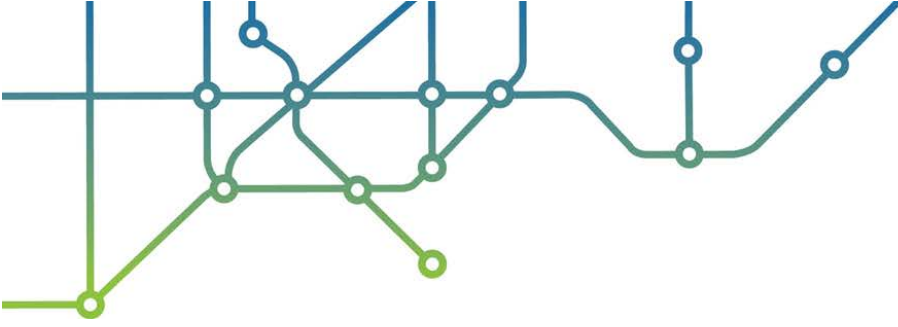
The primary objective of the Corporation's investment strategy for Operating Funds is to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective of the investment strategy for Operating Funds is to have a diversified portfolio of investments that can weather economic cycles with minimal volatility. To achieve these objectives, the portfolio will be structured either with a laddered or barbell maturity structure coupled with quality short to medium-term securities. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each security. Securities may not be purchased that have a final stated maturity date which exceeds three years.

b. Debt Service Funds

The primary objective of the Corporation's investment strategy for Debt Service Funds shall be to assure adequate investment liquidity to cover debt service obligations on required payment dates. Securities purchased for the benefit of these portfolios shall not have a final maturity date which exceeds the debt service payment date, unless otherwise provided in the documents authorizing the issuance of public securities.

c. Debt Service Reserve Funds

The primary objective of the Corporation's investment strategy for Debt Service Reserve Funds shall be to generate a reliable and steady revenue stream for the respective debt service fund by utilizing securities with a low degree of volatility, consistent with the provisions of the documents authorizing the issuance of public securities. For example, the documents authorizing the issuance of public securities may provide that a Debt Service Reserve Fund may consist, in addition to or in lieu of money invested in securities, of a letter or line of credit issued by a financial institution, a surety bond issued by an insurance company, or any combination thereof. Securities purchased for the benefit of these portfolios should be high quality and should have short to medium-term maturities.

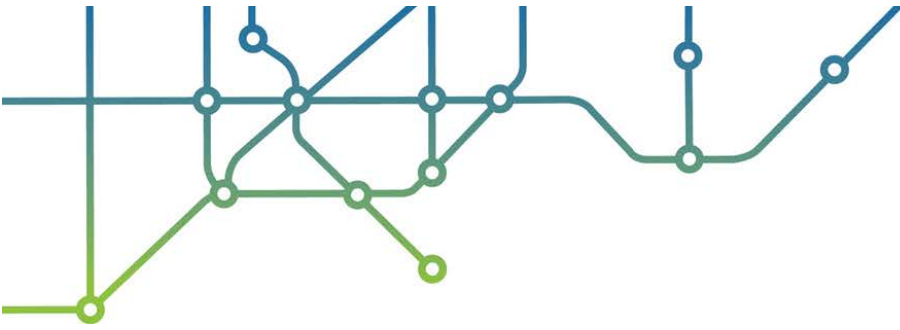


5. INVESTMENT POLICY

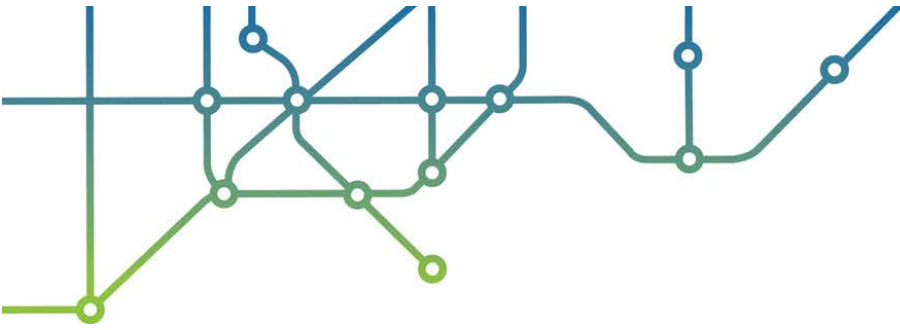
a. Eligible Investments

As a nonprofit entity acting on behalf of the City of Austin and Capital Metropolitan Transportation Authority, the Corporation is subject to the Act and is subject to certain restrictions associated with the investment of funds. The investments described below are authorized pursuant to the Act. Subject to market conditions, the purchase of certain securities may be prohibited or limited at times. Funds governed under this Policy may be invested in:

1. Obligations of the United States or its agencies and instrumentalities.
2. Direct obligations of the State of Texas.
3. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than AA or its equivalent.
5. Bankers' acceptance, so long as each such acceptance has a stated maturity of 270 days or less from the date of its issuance, will be liquidated in full at maturity, is eligible collateral for borrowing from a Federal Reserve Bank and is accepted by a domestic bank whose short-term obligations are rated at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency or which is the largest subsidiary of a bank holding company whose short-term obligations are so rated.
6. Commercial paper with a stated maturity of 365 days or less from the date of its issuance that either:
 - a. Is rated not less than A-1, P-1, or the equivalent by at least two nationally recognized credit rating agencies; or,
 - b. Is rated at least A-1, P-1, or the equivalent by at least one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof.



7. Certificates of deposit issued by depository institutions that have a main office or branch office in Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or,
 - b. secured by obligations that are described by 1-4 above, which are intended to include all direct federal agency or instrumentality issues that have a market value of not less than 102% of the principal amount plus accrued interest of the certificates.
8. Share Certificates issued by a depository institution that has a main office or branch office in Texas and that is guaranteed or insured by the National Credit Union Share Insurance Fund or its successor.
9. Securities and Exchange Commission (SEC)-registered and regulated, no-load money market mutual funds that comply with the SEC Rule 2a7, and provides the Corporation with a Prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940. Excluding bond proceeds, no more than 80% of the Corporation's monthly average fund balance may be invested in money market mutual funds. And excluding bond proceeds, the Corporation may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.
10. Local government investment pools (LGIP) organized in accordance with the Interlocal Cooperation Act (Chapter 791, Texas Government Act) and that meet the requirements of Section 2256.016 of the Act, to include:
 - a. assets that consist exclusively of the obligations that are described by Section 5(a) 1-8 above and/or money market mutual funds permitted in 9 above that are also consistent with the Investment Policies and Objectives adopted by the LGIP.
 - b. continuously rated no lower than AAA , AAA-m or at an equivalent rating by at least one nationally recognized rating service.
 - c. provide the Corporation with all required reporting, financial, and disclosure information pursuant to the Act.



11. A securities lending program that meets the following conditions:
 - a. A securities lending agreement shall be executed in writing.
 - b. The securities lending agreement and all loans shall be executed only with:
 - i. a primary securities dealer, as defined by the Federal Reserve; or
 - ii. a financial institution doing business in the state of Texas that has a senior debt rating of at least A or its equivalent by two nationally recognized rating services.
 - c. The securities lending agreement shall have a term of one year or less.
 - d. All loans shall be terminable at any time.
 - e. The securities lending agreement shall require that all collateral be pledged to or owned by the Corporation, held in the Corporation's name, and, as applicable, deposited simultaneously as the security loaned with a third party approved by the Corporation.
 - f. Collateralization requirements for all loans shall:
 - i. include the term or maturity of all collateral that ends no later than the expiration date of the specific loan transaction;
 - ii. be collateralized at not less than 102% of the market value of the securities loaned to included accrued interest and be marked-to-market daily with market value reported daily to the Corporation;
 - iii. be collateralized by:
 1. pledged securities issued by the United States government or its agencies or instrumentalities as defined in Section 5(a)(1-4) above;
 2. cash invested in accordance with Section 5(a) (1-4, 6, or 10) listed above.

b. Prohibited Investments

1. Investments in collateralized mortgage obligations are strictly prohibited. These securities are also disallowed for collateral positions.
2. Repurchase agreements are prohibited until a Master Repurchase Agreement is approved by the Investment Committee.

c. Ensuring Safety of Principal

1. Protection of Principal

- a. The Corporation, through the investment officers, designated officials, or Investment Advisor if one is contracted with the Corporation, will strive to control the risk of loss due to the failure of a particular security issuer, or grantor, by investing only in the safest types of securities as defined in this Policy, by doing the following:
- i. qualifying the broker, dealer, and financial institution with whom the Corporation plans on transacting business ;
 - ii. by collateralizing the Corporation's accounts as required by law;
 - iii. by diversifying the investment portfolio; and
 - iv. by limiting the term of the maturities.

2. Security Ratings

- a. The ratings of securities held in the portfolio will be actively monitored to ensure compliance with the rating requirements outlined in the Act and to help mitigate the risk of loss due to the failure of a security. If a security is rated by more than one nationally recognized credit rating agency (Moody's Investor Services, S&P Global Ratings, and/or Fitch Ratings) then the lowest outstanding rating shall be the rating that is utilized to govern investment decisions. In the event that any Eligible Investment is downgraded below the minimum credit rating requirement established in Section 5(a) of this Policy, it will be the Corporation's policy to convene an emergency meeting of the Investment Committee to determine whether liquidation of the position is warranted. This meeting notification should take place within 5 business days of notification of the credit downgrade. Consistent with the provisions of Section 2256.021 of the Act, should an investment no longer be eligible to be held by the Corporation, the Corporation shall take such steps as deemed prudent to effect the liquidation of such an investment.

3. Security Execution

- a. Securities purchased for the benefit of the Corporation's investment portfolio shall be delivered via a "delivery versus payment" process. Executing securities in this manner will ensure that Corporation funds are not released until the security has been received by the Corporation.

4. Portfolio Pricing

- a. Securities held in the Corporation's investment portfolio shall be priced to market values by month-end through a third-party pricing source. If an Investment Advisor is contracted by the Corporation, securities will be marked to market and distributed at minimum on a monthly basis to the Corporation.

5. Approved Brokers/Dealers

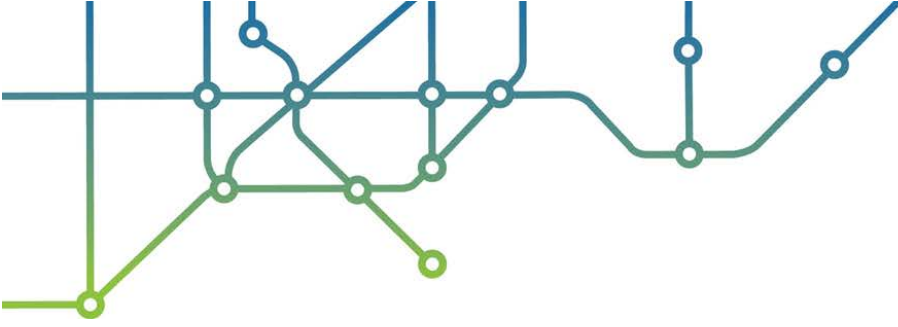
- a. Investments will only be executed with firms and institutions who have:
 - i. Acknowledged receipt, review, and understanding of the Corporation's Investment Policy; and,
 - ii. Met the qualifications and standards established by the Corporation's Investment Committee and set forth in the Investment Procedures Manual.
- b. In addition to limiting investment purchases to firms that meet the two requirements above, the Investment Committee shall approve and review a list of broker/dealers with whom the Corporation can conduct business. If an Investment Advisor is contracted with the Corporation, then the Investment Advisor will bring before the Investment Committee a list of firms which it can purchase securities from on the Corporation's behalf to have reviewed and approved. The list of approved broker/dealers shall be reviewed and adopted at least annually by the Investment Committee in accordance with Section 2256.025 of the Act.

6. Repurchase Agreement

- a. The Corporation will develop, in conjunction with the Investment Advisor if one is contracted, a Master Repurchase Agreement prior to entering into any repurchase agreements or reverse repurchase agreements. Once the Master Repurchase Agreement is developed it will be presented and approved by the Investment Committee. Only after the Master Repurchase Agreement is approved, the Corporation will be allowed to enter these types of transactions. Once approved, to execute a repurchase agreement or reverse repurchase agreement, the issuer must sign a copy of the Corporation's Master Repurchase Agreement prior to entering into a transaction.

7. Collateralization

- a. Pursuant to Texas Local Government Code Chapter 2257, known as the Public Funds Collateral Act, the Corporation will require all banks, savings banks and credit union deposits to be federally insured or collateralized with eligible securities. The Corporation will require any institution serving as a Depository and/or safekeeping agent, to enter into an agreement with the Corporation documenting the rights to the collateral in the event of default, bankruptcy, or closure. The following can be accepted by the Corporation as depository collateral:
 - i. any investment listed as an “Eligible Investment” under Section 5(a) of this Policy;
 - ii. a surety bond to which the Corporation is the named insured and is of credit quality as determined by the Corporation’s Investment Committee;
 - iii. and letters of credit issued to the Corporation by the Federal Home Loan Bank, if approved by the Corporation in advance.
- b. Collateral will be valued at current market values plus interest accrued through the date of valuation. This will be monitored at least weekly by the Treasury Office of the Corporation. Monthly reports with market values of the pledged securities will be required from all financial institutions which serve as the Corporation’s Depository. If the collateral pledged by a financial institution serving as the Corporation’s Depository falls below the value of deposits on hand less FDIC or National Credit Union Share insurance, the institution will be notified by the Treasury Office and will be required to pledge additional securities no later than the end of the next succeeding business day. Business day shall have the meaning of any day other than a Saturday, a Sunday, federal legal holiday in the United States or any day on which banking institutions are closed.
- c. For Certificates of Deposit/Share Certificates, the market value of collateral pledged must at all times be no less than the par value of the certificate of deposit plus accrued interest, less the amount insured by the FDIC or the National Credit Union Share Insurance Fund or their successors. This will be monitored at least weekly by the Treasury Office of the Corporation. Monthly reports with market values of the pledged securities will be required from all financial institutions which the Corporation has Certificates of Deposits/Share Certificates. If the collateral pledged for a certificate of deposit or share certificate falls below the par value of the deposit, plus accrued interest less FDIC or National Credit Union Share insurance, the institution will be notified by the Treasury Office and will be required to pledge additional securities no later than the end of the next succeeding business day
- d. Repurchase agreements must also be collateralized in accordance with State Law. Parameters surrounding allowable collateral, and collateral levels, will be determined once the Master Repurchase Agreement is created and approved by



the Investment Committee. As discussed in Section 5(c)(6), only once the Master Purchase Agreement is approved, the Corporation will be allowed to enter into these types of transactions.

8. Collateral Substitution

- a. Collateral pledged for investments, certificates of deposits, share certificates and funds held by the Corporation’s Depository may require substitution. Any request for substitution, on behalf of a broker or financial institution, must contact the Corporation’s Treasury Office for approval and settlement. The security being proposed shall have a value equal to or greater than required value as detailed in Section 5(c)(7). The Corporation’s Treasurer, or their designee will give notification, within a reasonable time frame, to the financial institution or safekeeping agent holding the collateral of the decision. Collateral substitution should be limited to minimize potential administrative problems, administrative burden, and transfer expense. The Corporation’s Treasurer will retain the right to limit substitution of collateral.

9. Collateral Reductions

- a. Any financial institution serving in a capacity to the Corporation which would warrant pledging collateral may request approval from the Corporation’s Treasurer to reduce the amount of collateral held in the Corporation’s name should the collateral’s market value exceed the required amount. A reduction in Collateral will only be permitted if the Corporation’s records indicate that the collateral’s market value exceeds the required amount.

10. Portfolio Diversification

- a. By diversifying the investment types within the Corporation’s investment portfolio, the risk of principal loss will be limited. Diversifying the investment portfolio will also limit any undue financial burden on the Corporation, by limiting its reliance on any single issuer or broker. The following limitations will be applicable to the Corporation’s investment portfolio at the time an individual security is purchased. The limitations will not apply to bond proceeds:

Investment Type:	% of Portfolio
Certificates of Deposits	50%
Share Certificates	5%
U.S. Treasury Notes/Bonds/Bills	100%
U.S. Agencies/Government Sponsored Enterprises	75%
Money Market Mutual funds	80%
Local Government Investment Pools	100%
Commercial Paper	15%
Municipal/State Obligations	10%
Banker Acceptances	15%



- b. Additional limitations will apply to Commercial Paper. The Corporation will limit the exposure to any single issuer to no more than 5% of the value of the Corporation's overall portfolio at the time the security is purchased. The limits above may be exceeded for a maximum of five business days following the receipt of bond and grant proceeds. Lastly, these limitations are also applicable to Investment Advisors who may be contracted to manage the Corporation's investment portfolio.
- c. Bond Proceeds
 - i. Proceeds of a single bond issue may be invested in a single security or investment if the Investment Committee determines that such an investment is (A) necessary to comply with Federal arbitrage restrictions or to facilitate arbitrage record keeping and calculation and (B) consistent with the proceedings authorizing the issuance of the bond issue.

11. Maturity Guidelines

- a. While it is the intent of the Corporation to hold investments to their stated maturity, the Corporation will seek to minimize the risk of loss due to interest rate fluctuations by ensuring that investment maturities will not exceed anticipated cash flow requirements of the Corporation. Below are Maturity guidelines for the Operating Fund, Debt Service Fund, Debt Service Reserve Fund and Bond Proceeds:
 - i. Operating Fund
 - 1. The dollar weighted average days to final stated maturity (WAM) shall be 365 days or less. The Investment Committee will monitor and make changes if needed.
 - ii. Debt Service Fund, Debt Service Reserve Fund and Bond Proceeds
 - 1. The following shall be considered when selecting maturities for Debt Service Funds, Debt Service Reserve Funds and Bond Proceeds:
 - a. the anticipated cash flow requirements of the funds,
 - b. the "temporary period" as defined by Federal tax law during which time bonds proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds, and
 - c. the provisions of the authorizing documents authorizing the issuance of such bonds.

12. Safekeeping

- a. The Corporation shall enter into a contract with a bank, banks, or a third-party custodian for the safekeeping of securities either owned by the Corporation as part of its investment portfolio or held as collateral to secure certificates of deposits. Once a Master Repurchase Agreement is approved by the Investment Committee, collateral held for repurchase agreements will also be subject to the safekeeping requirements outlined in this section.
- b. Securities pledged as collateral for deposits at a bank, savings bank, and credit union must be held by an independent third-party banking institution approved by the Corporation, or collateral may be held at the Federal Reserve Bank.
- c. Securities pledged as collateral for repurchase agreements with dealers must be delivered to an independent third-party custodian which the Corporation has entered into a third-party safekeeping agreement with.

d. Ensuring Liquidity

1. To ensure anticipated cashflow needs and unanticipated cashflow needs are met, the investment officers, designated officials, and Investment Advisor if one is contracted by the Corporation, shall invest in securities with active secondary markets, invest in eligible money market mutual funds, and local government investment pools. Securities may be liquidated to meet unanticipated cash requirements or to adjust the portfolio as needed.

e. Enhancing and Achieving Yield Objectives

1. Fund managed as part of the Corporation's Operating Portfolio either by investment officers, designated officials, or an Investment Advisor if one is contracted by the Corporation, shall be actively managed to enhance overall interest income. This shall be conducted within the context of the "prudent person rule" as defined in Section 3(g).
2. Competitive Bidding
 - a. It is the Corporation's policy to require competitive bidding (no less than 3 bids) in all transactions involving individual securities. Bids can be solicited via any method provided by law. In situations where obtaining multiple bids is impractical or unreasonable due to market conditions, comparable security prices may be documented or an explanation of the circumstances surrounding the decision must be included with the trade documentation. All bids must be documented and kept for auditing purposes. Transactions executed under the following conditions are exempt from competitive bid requirements:
 - i. transactions entered into with a money market mutual fund or local government investment pool which are considered to be made at prevailing market rates; and
 - ii. government securities purchased at issue through a primary dealer at auction price

6. RESPONSIBILITIES AND CONTROLS

a. Authority to Invest

1. The authority to invest Corporation funds and the execution of any documentation necessary to evidence the investment of Corporation funds is granted to the Treasurer of the Board as documented in Section 3.6 of the Corporation's Bylaws. The Treasurer of the Board will designate in writing those Treasury Office personnel and Finance Officers ("Investment Officers") authorized to invest on behalf of the Corporation. The foregoing notwithstanding, proceeds of public securities shall be invested in a manner consistent with the proceedings authorizing the issuance of the public securities.
2. The Corporation may contract with an investment advisor, whom shall adhere to this Policy and invest funds with the same Standard of Care as outlined in Section 3(g). The investment advisor must be registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 as well as with the Texas State Securities Board. The investment advisors' responsibilities may consists of, but not be limited to:
 - a. management of Corporation's funds
 - b. review of the investment policy
 - c. development of investment strategy within the constraints outlined in the investment policy
 - d. trade execution
 - e. security analysis, clearance, and documentation
 - f. broker dealer compliance
 - g. investment reporting

b. Internal Controls

1. The Treasurer of the Board, in conjunction with the Treasurer and Controller of the Corporation, shall establish a system of internal controls and document these controls in the Investment Procedures Manual.

c. Investment Management Indemnification

1. The Investment Officers, as designated by this Policy, shall act and perform their duties in accordance with the Investment Procedures Manual and adopted Investment Policy. Investment Officers acting in good faith and in accordance with the policy and procedures manual shall be relieved of personal liability.

d. Ethics and Conflicts of Interest

1. The Investment Officers, as designated by this Policy, shall adhere to the Corporation's Ethics, Conflicts and Nondisclosure Policy as approved by the Corporation's Board. Investment Officers involved in administering the investment program shall not have a personal business relationship with a business organization offering to engage in an investment with the Corporation.
2. As defined within the Act, Section 2256.005 (i), an Investment Officer has a personal business relationship with a business organization if:
 - a. the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
 - b. funds received by the investment officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
 - c. the Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.
3. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Corporation shall file a statement disclosing the relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and Corporation pursuant to the Act.

e. Investment Training

1. As required per section 2256.008 of the Act the Chief Financial Officer, the Treasurer and those personnel authorized to execute investment transactions, shall attend at least one investment training session, containing at least 10 hours of instruction within 12 months after taking office or assuming duties. State law requires that training relating to investment responsibilities must be provided by an independent source as approved by the Investment Committee. For these purposes, courses or seminars offered by First Southwest Company/Hilltop Securities, Government Finance Officers Association, Government Finance Officers Association of Texas, Government Treasurers Organization of Texas, PFM Asset Management, Public Trust Advisors, Texas Municipal League, Texpool, or University of North Texas will satisfy the training requirements. Independent sources not listed may be approved by the Investment Committee at regularly scheduled Quarterly Investment Committee meetings. Personnel authorized to execute investment transactions must receive at least 8 hours of investment training within a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. Recognizing that the training and education of the Investment Officers contributes to efficient and effective investment management, the Corporation will encourage its Investment Officers to obtain appropriate professional certifications and provide training toward such certifications from available funds.

f. Investment Committee

1. An Investment Committee shall be formed to determined investment guidelines, general strategies, and monitor performance. The Committee shall be comprised of the Chief Financial Officer (as chair), the Corporation’s Treasurer (as Vice Chair), the Corporation’s Budget Director, a representative from the Law Department, and a representative from Corporation’s Financial Advisor. The Investment Committee shall meet at minimum semi-annually to review performance, strategy and procedures.

g. Reporting

1. As required per Section 2256.023 of the Act, the Treasurer of the Corporation will provide detailed reports to the Chief Financial Officer, the Investment Committee and the Corporation’s Board on a quarterly basis. The report must include the following:
 - a. describe in detail the investment position of the Corporation on the date of the report;
 - b. be prepared by the Investment Officers and designated officials;
 - c. be signed by the Investment Officers and designated officials;
 - d. contain a summary statement for each pooled fund group that states the
 - i. beginning market value for the reporting period;
 - ii. ending market value for the period; and
 - iii. fully accrued interest for the reporting period;
 - e. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
 - f. state the maturity date of each separately invested asset that has a maturity date;
 - g. state the account or fund or pooled fund group in the state agency or local government which each individual investment was acquired; and
 - h. state the compliance of the investment portfolio as it relates to;
 - i. the investment strategy expressed in the Corporation’s investment policy; and
 - ii. relevant provisions of the Act.
2. An independent auditor will perform a formal annual review of the quarterly reports with the results reported to the Corporation’s Board.

h. Certification

1. Any bank, dealer, or broker wishing to transact investment business with the Corporation will be provided a copy of this investment policy. Firms must acknowledge receipt and review the Corporation’s Investment Policy before business is transacted. Before transacting with a Local Government Investment Pool, a certification must be signed by a qualified representative assigned to the Corporation’s account.

i. Compliance Audit.

1. In conjunction with its annual financial audit, the Corporation shall perform a compliance audit of management controls on investments and adherence to this Policy. The results of the compliance audit shall be reported to the Investment Committee and the Corporation's Board.

DISCUSSION ITEMS:

Briefing on Records Management Policy and Records Management Officer Appointment

Approval of Records and Information Management Policy

- ATP as a local government corporation must comply with the Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code)
- ATP Board must adopt a Records and Information Management Policy (“RIM Policy”) (See Loc. Gov’t Code Sec. 203.026)
- The RIM Policy will provide for the efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of the organization
- The RIM Policy must be adopted within 1 year of ATP’s incorporation

Designation of Records Management Officer

- ATP must also designate an individual or position as its Records Management Officer (“RMO”) (see Loc. Gov’t Code Sec. 203.025)
- ATP proposes to designate the Legal Department’s Legal Services Coordinator (currently staffed by Lynn Trumbul) as our RMO
 - Lynn served as the Senior Assistant City Secretary for Hutto, Texas for 2 years and is pursuing state certification in Records Management
- After ATP Board approval of the RIM Policy and RMO designation, the appropriate paperwork will be filed with the Texas State Library and Archives Commission

Questions?

DISCUSSION ITEMS:

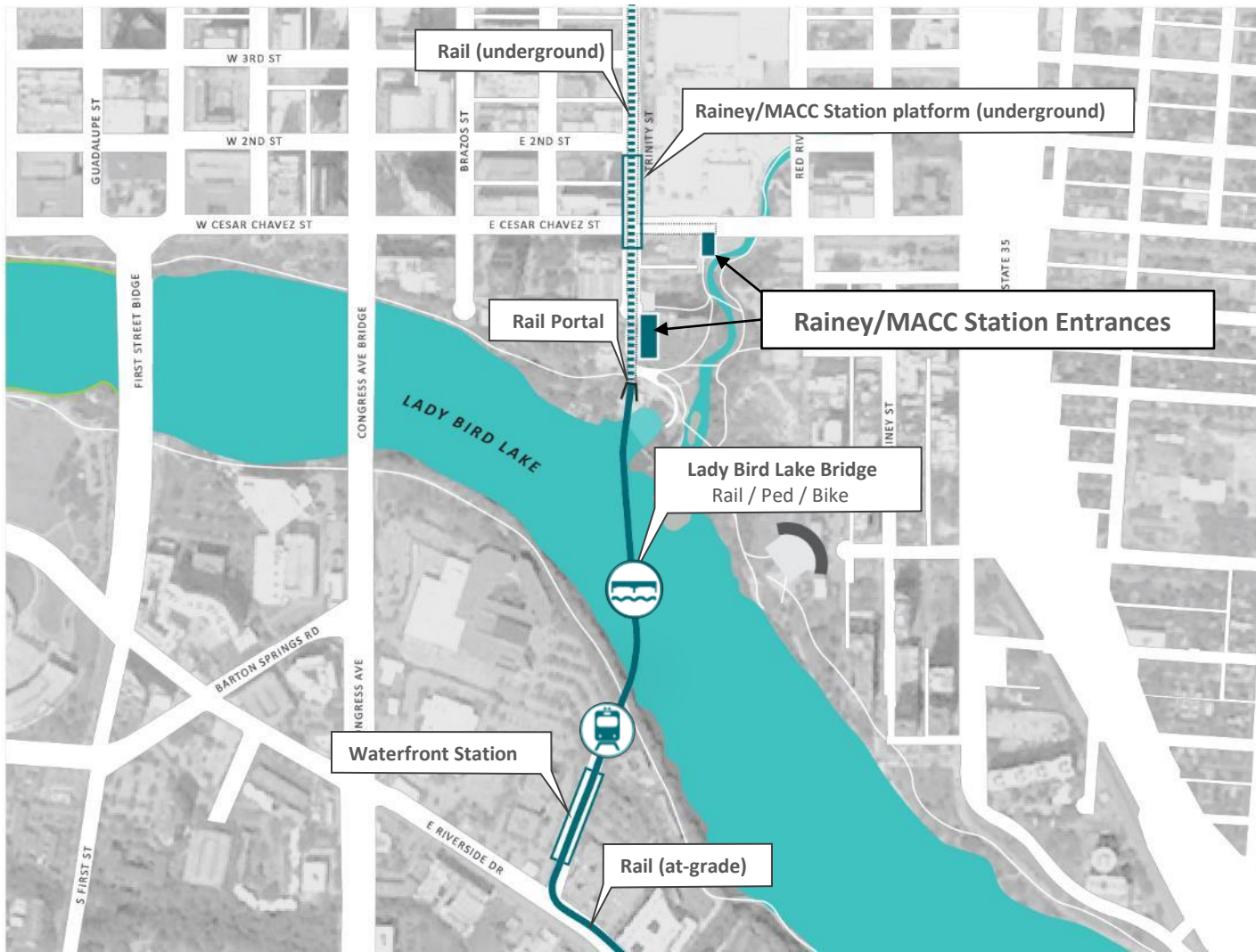
Community Design Workshop Update



Blue Line Bridge Community Design Workshop



Blue Line Bridge



Key Rail Connections:

- South Shore: Above-ground station (“Waterfront”)
- North Shore: underground station (“Rainey/MACC”)

Bridge modes:

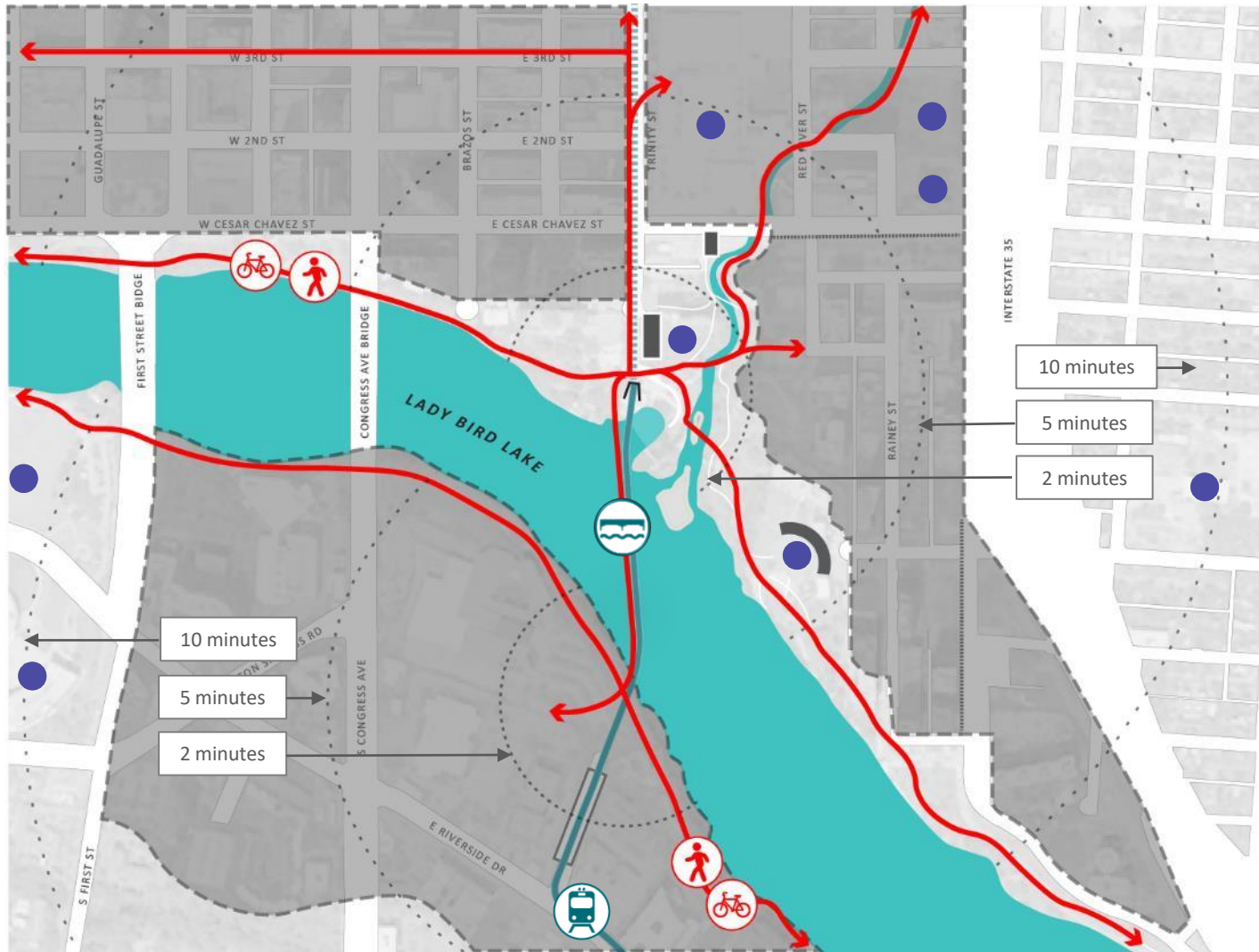
1. Light rail (Blue Line) – electric vehicles
2. Cyclists
3. Pedestrians

Other considerations:

- Connections to Butler Hike and Bike Trail and Waterloo Greenway
- Waller Creek Tunnel outfall structure
- Waller Creek Boathouse impacts



Blue Line Bridge: Connections



Pedestrian Connections

Walking time across the bridge: **<5 minutes**

- Within 2 minutes walking distance from bridge:
 - Rainey/MACC & Waterfront Station Entrances
 - South Central Waterfront
 - Waterloo Greenway Trails
 - Butler Hike/Bike Trail
- Within 5 minutes walking distance from bridge:
 - ESB-MACC
 - Rainey Street District
 - Convention Center
 - 6th Street & Congress Avenue
- Within 10 minutes walking distance from bridge:
 - Long Center
 - Auditorium Shores
 - Palm School
 - Sanchez Elementary School



Blue Line Bridge: Landscape



Context: Waterloo Greenway and Pontoon Bridge*



*included in Council Approved Waller Creek Design Plan



Opportunity



- In addition to being an important mobility corridor connecting north and south Austin, this new bridge can be a community connector - an inclusive PLACE serving the community broadly.
- A rare chance to create a new symbol for our community and our community's values.



History: Lady Bird Lake



Congress & Drake Bridges (1981)



Downtown Austin Flood (1935)



Town Lake Hike & Bike Trail (1972)



Context: Natural Elements



Context: Human Use



Context: Bats!



Context: Austin's Pedestrian Bridges



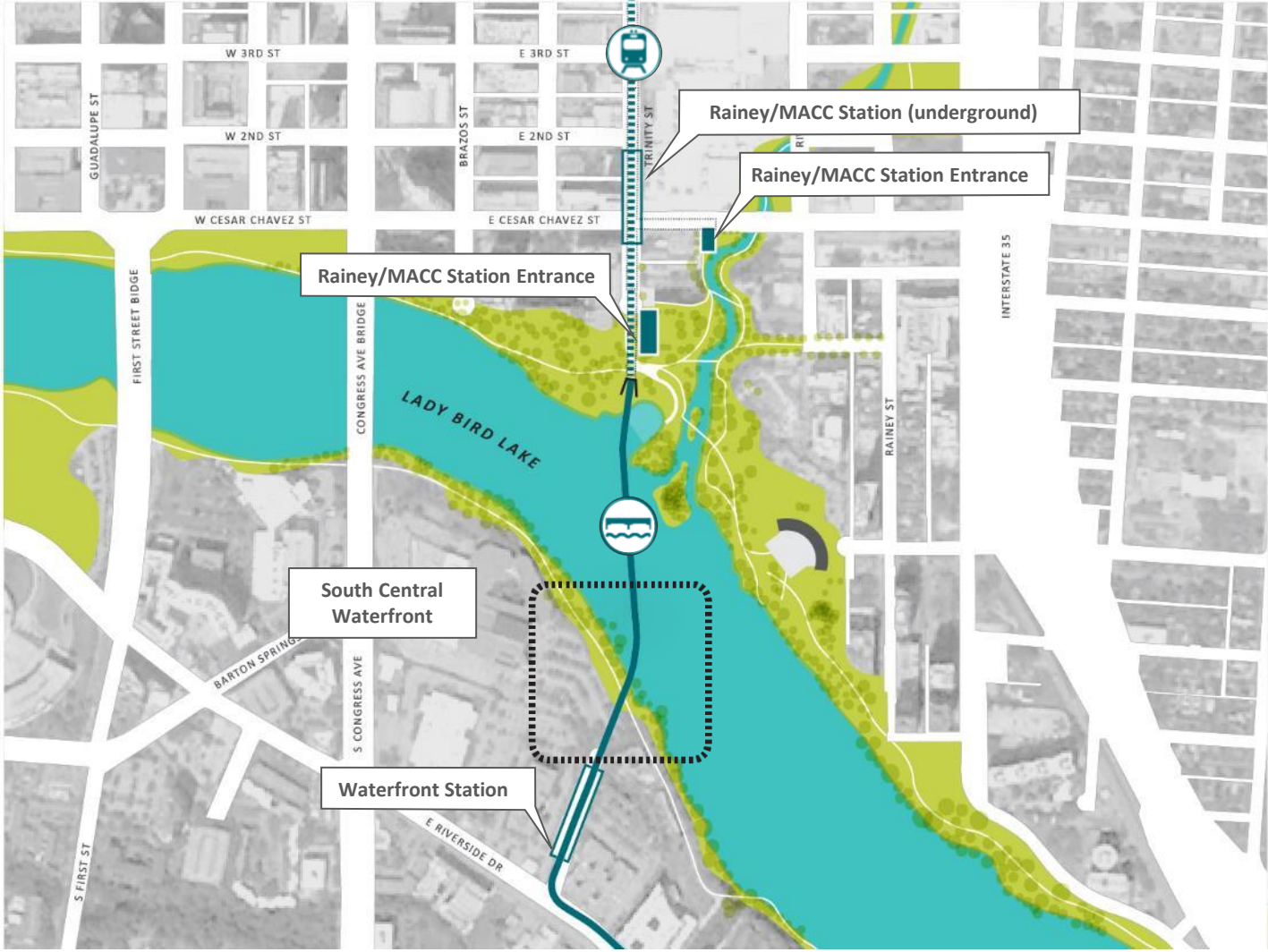
New Longhorn Dam Pedestrian Bridge



Pfluger Pedestrian Bridge



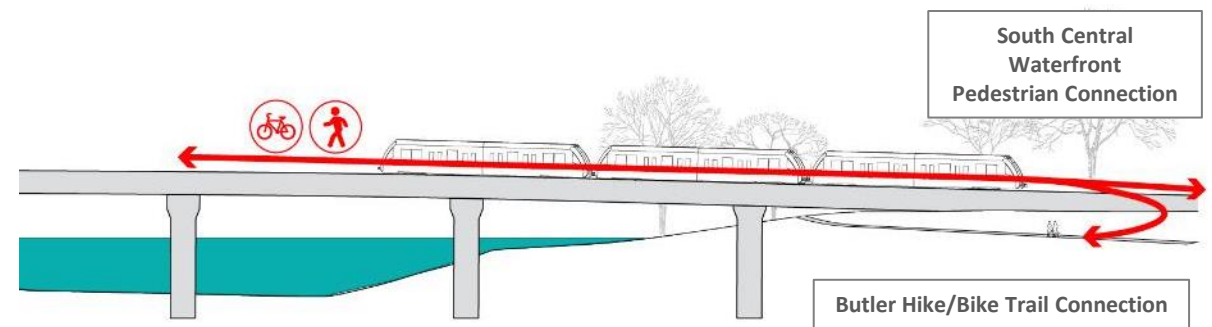
The Bridge: South Lake Shore



Precedents



The Bridge: South Lake Shore Ped & Bike Connections



The Bridge: North Lake Shore Portal



The Bridge: North Shore Connections



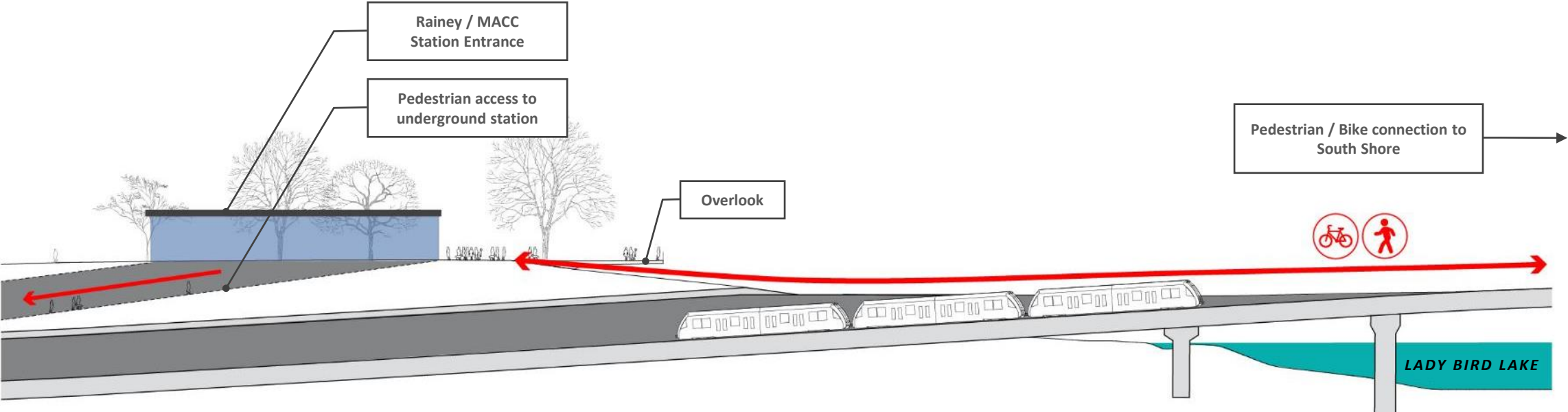
Butler Hike/Bike Trail



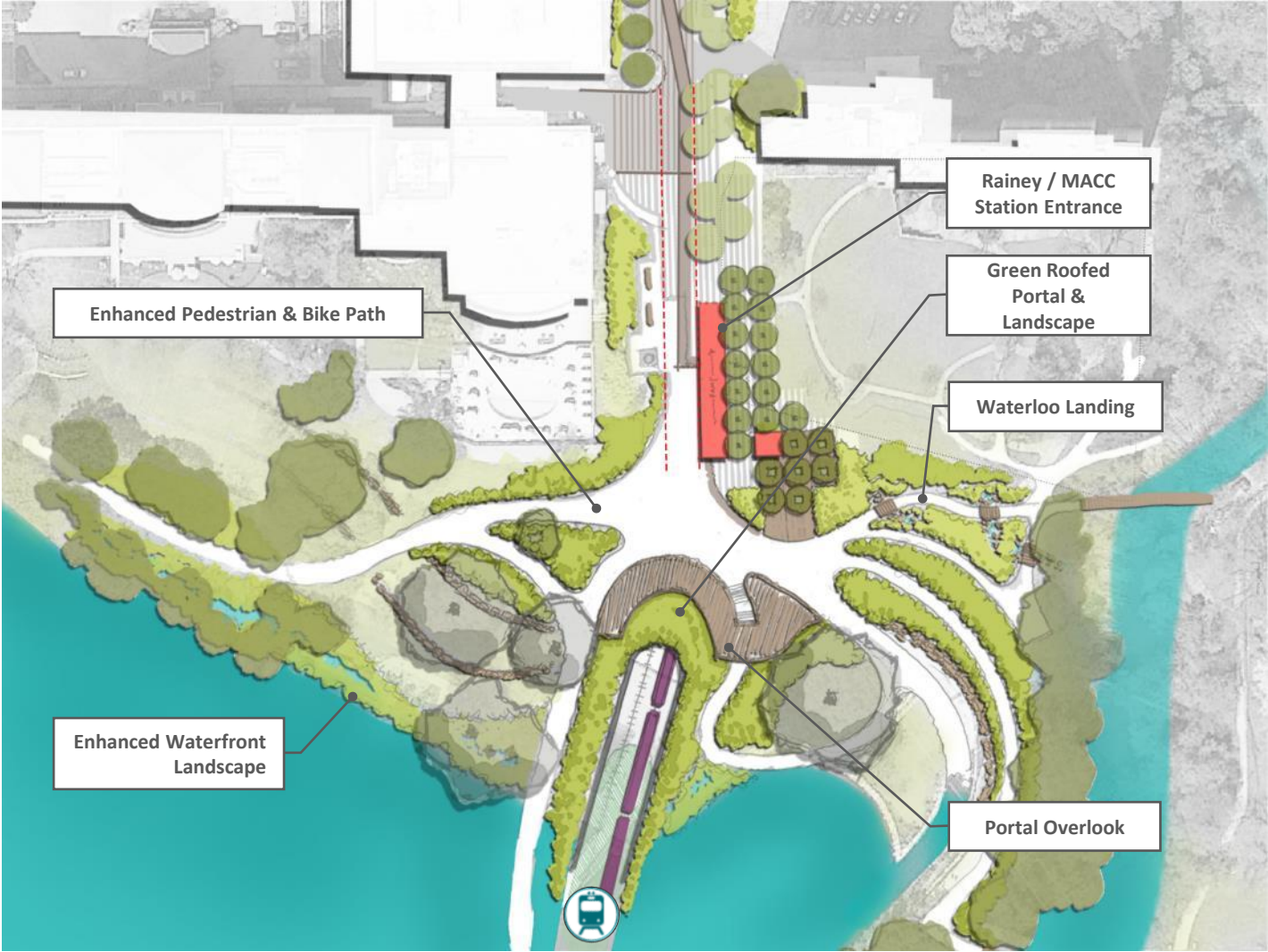
New Waterloo Greenway Bridge



The Bridge: North Portal



Landscape Opportunities: Overview



Precedents



Lady Bird Lake Bridge Workshop: Discussion Question Takeaways

Experience “of” the Bridge (from city, water, trail)

- Local character and aesthetic (*music, art “funkiness”*)
- Lighting
- Connections to boardwalk, trails, water, amenities
- Framed downtown views
- Consideration of bridge piers on rowing lanes (*water traffic safety, visual sightlines, travel lanes*)
- Accessibility to the bridge

Experience “on” the Bridge

- Places for people to sit, play congregate, enjoy music / art
- Overlooks (*bats, skyline*)
- Greenery
- Attractive barriers between train and bicycles / pedestrians
- Separated and ample space for both bicycles and pedestrians
- Safe
- Address potential conflicts of multiple modes (*i.e. scooters, bicycles, pedicabs, wheelchairs*)
- ADA Accessible

Amenities on the Bridge

- Lighting (*wildlife friendly*)
- Informational signage / wayfinding
- Shade / protection from weather
- Scooter parking / storage
- Viewing areas for events
- Seating
- Emergency call phone
- Water fountains and cooling water features
- Restrooms (*however some expressed concerns*)





North Lamar Transit Center Community Design Workshop



Context: Existing Bus Routes

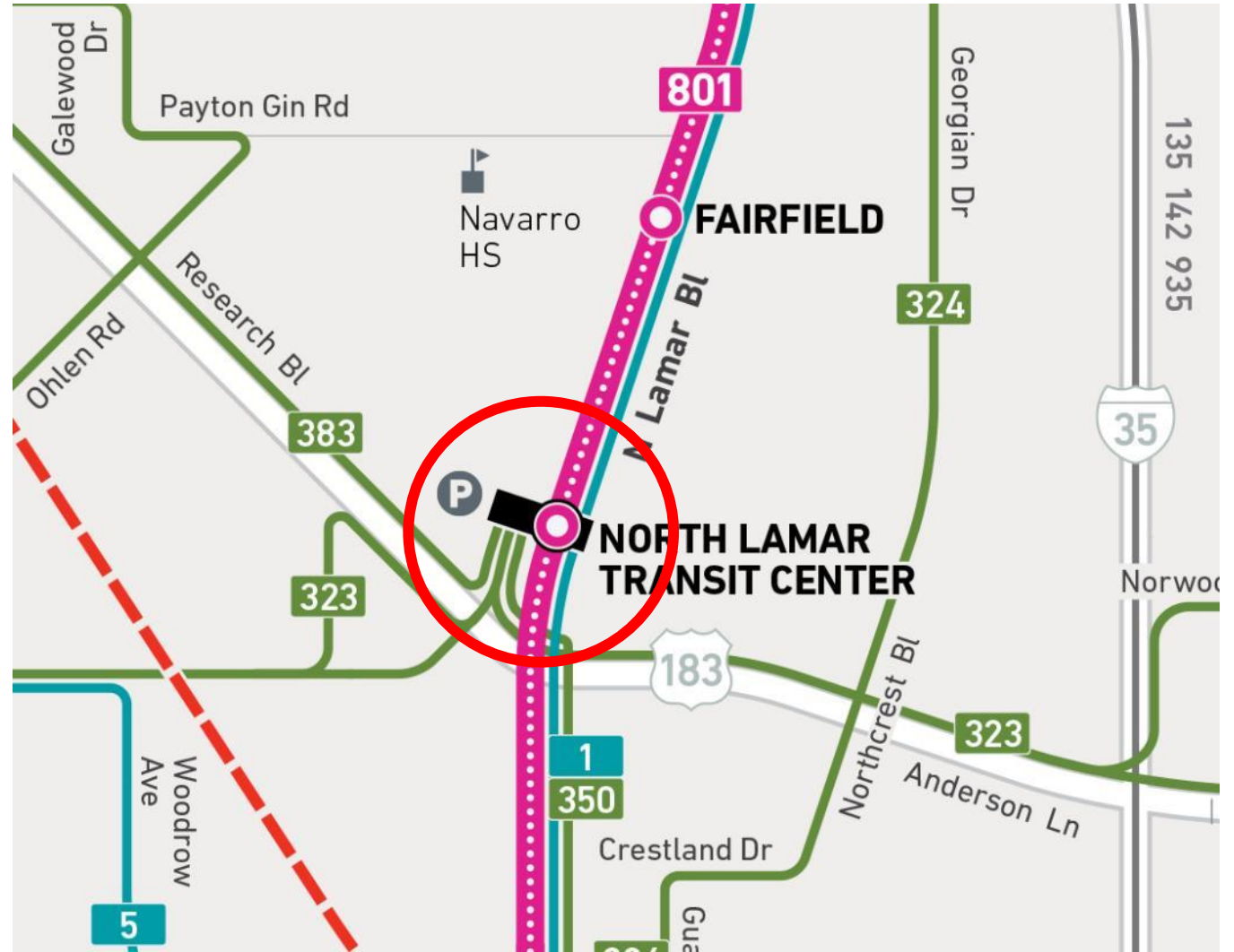
North Lamar Transit Center is already an important connecting point for transit in North Austin:

On-Street Routes

- Route 1 (Local)
- Route 801 (Rapid)

Transit Center Routes

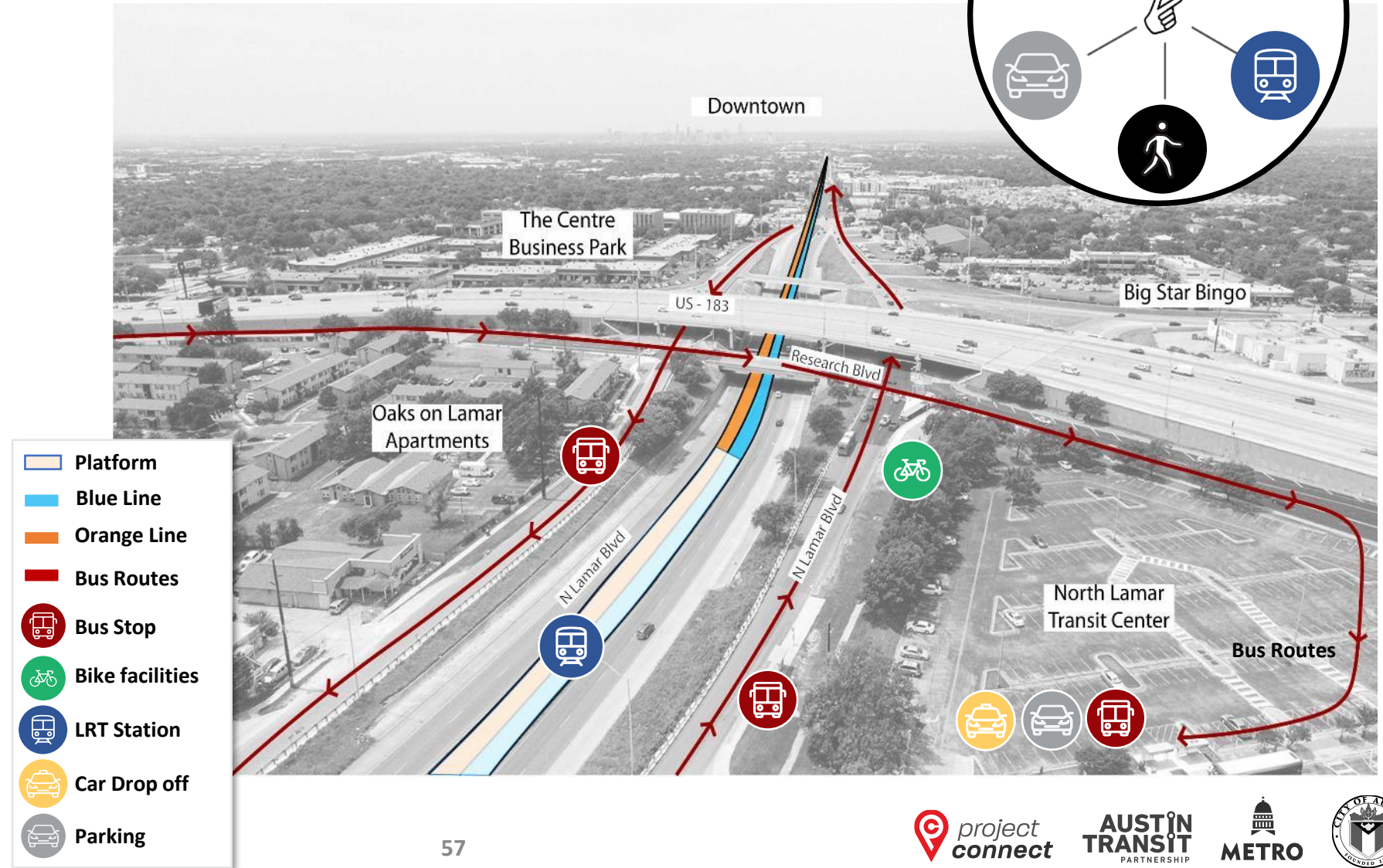
- Route 323 (Local)
- Route 350 (Local)
- Route 383 (Local)



Station Design Considerations: Seamless Transfers

- Center rail platform
- Various bus stops
- Transit Center
- Others: MetroBikes, cars, and taxis

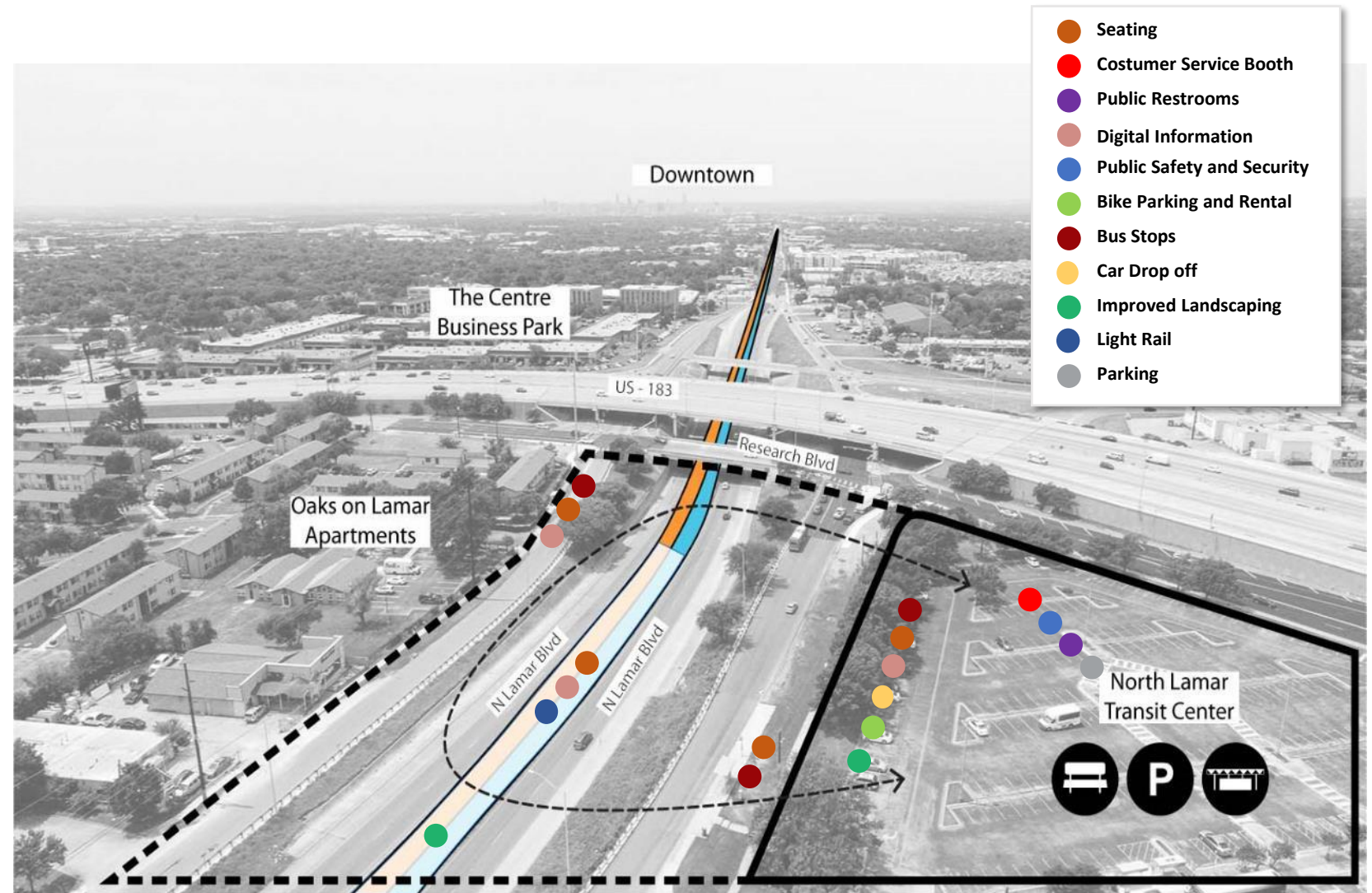
How can we create seamless transfers that make this location feel like a single, unified Transit Center, rather than a series of separate facilities?



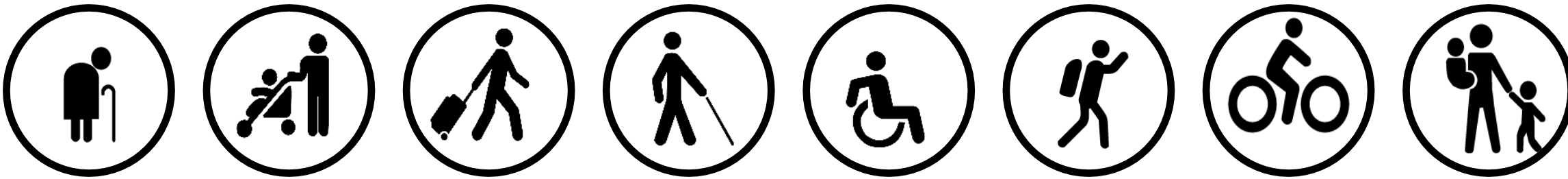
Station Design Considerations: Improved Amenities at Transit Center

The existing Transit Center, serving as a park and ride has a shelter that provides shade and seating. The integration of Light Rail will bring further amenities expand the facilities and improve the passenger experience.

How can we create a better experience at the Transit Center?



Highest Priority for Station Design: Creating a High-Quality Mobility Experience for All Ages and Abilities

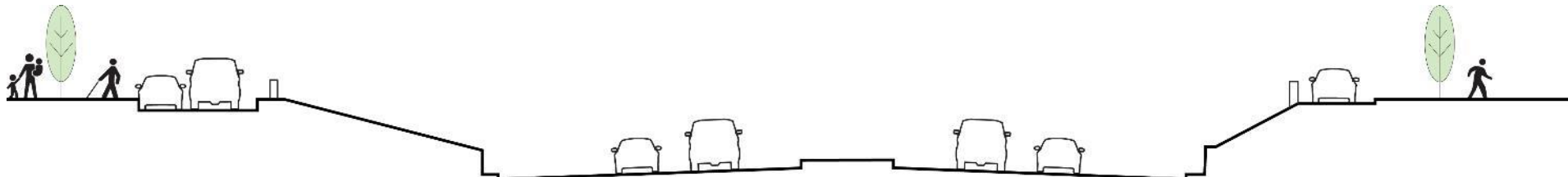


Station Design Considerations: Dealing with Grade Change

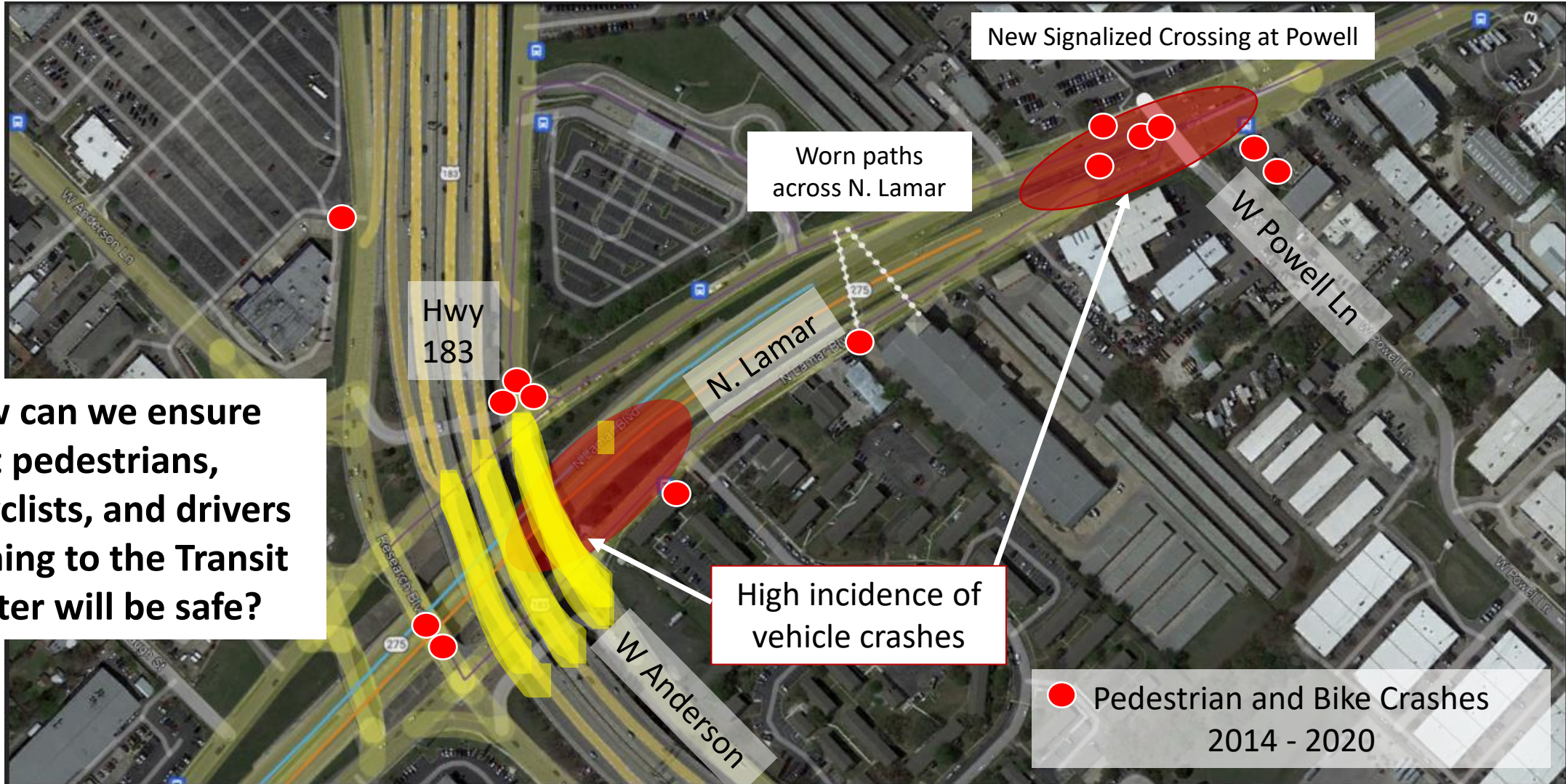


N. Lamar Blvd dips to go under US-183 and then rises again as it passes by the Transit Center.

What is the best way to cross this depressed roadway to get to the NLTC?



Station Design Considerations: Pedestrian and Bicycle Safety

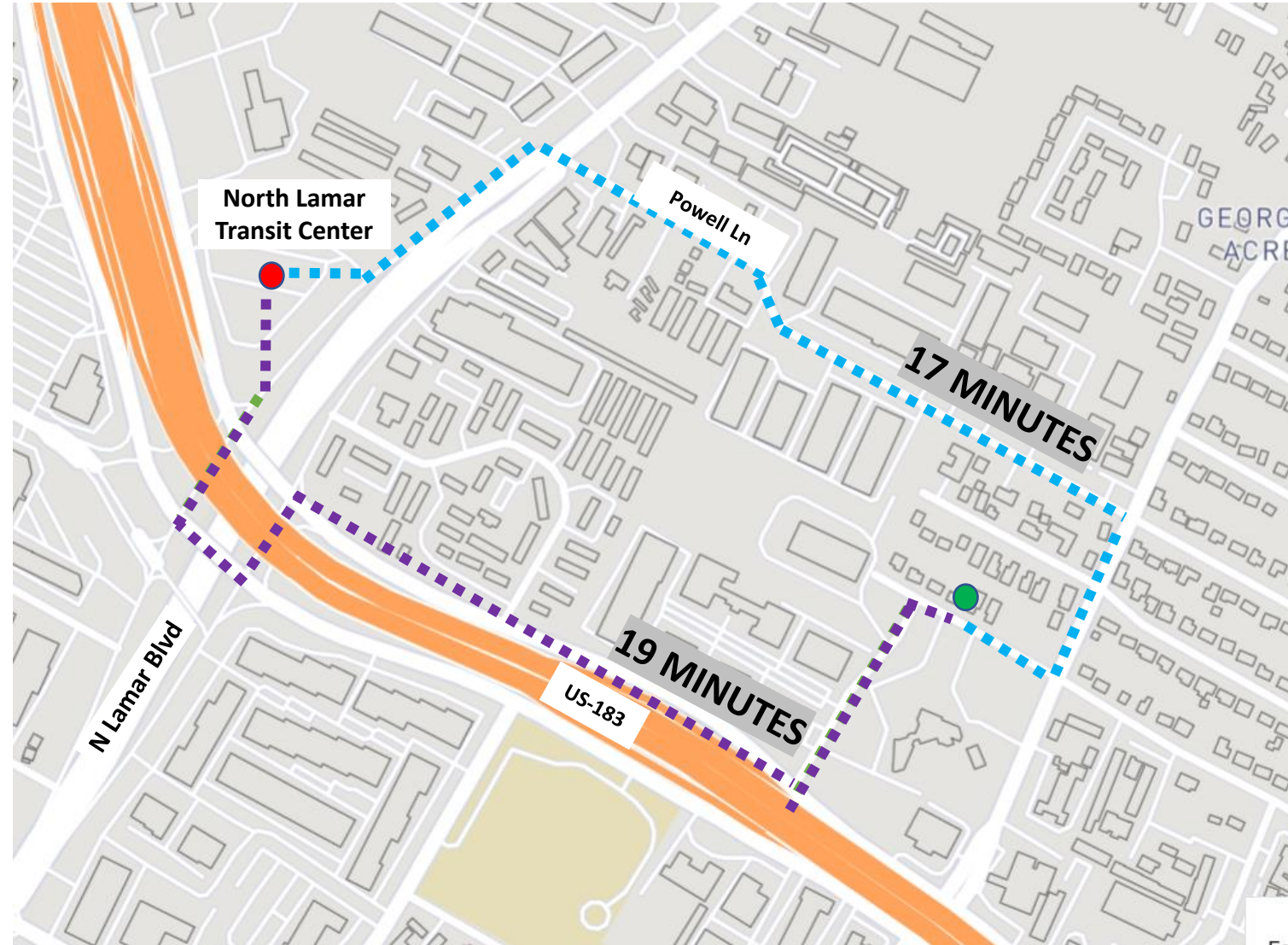


Station Design Considerations: Neighborhood Connectivity

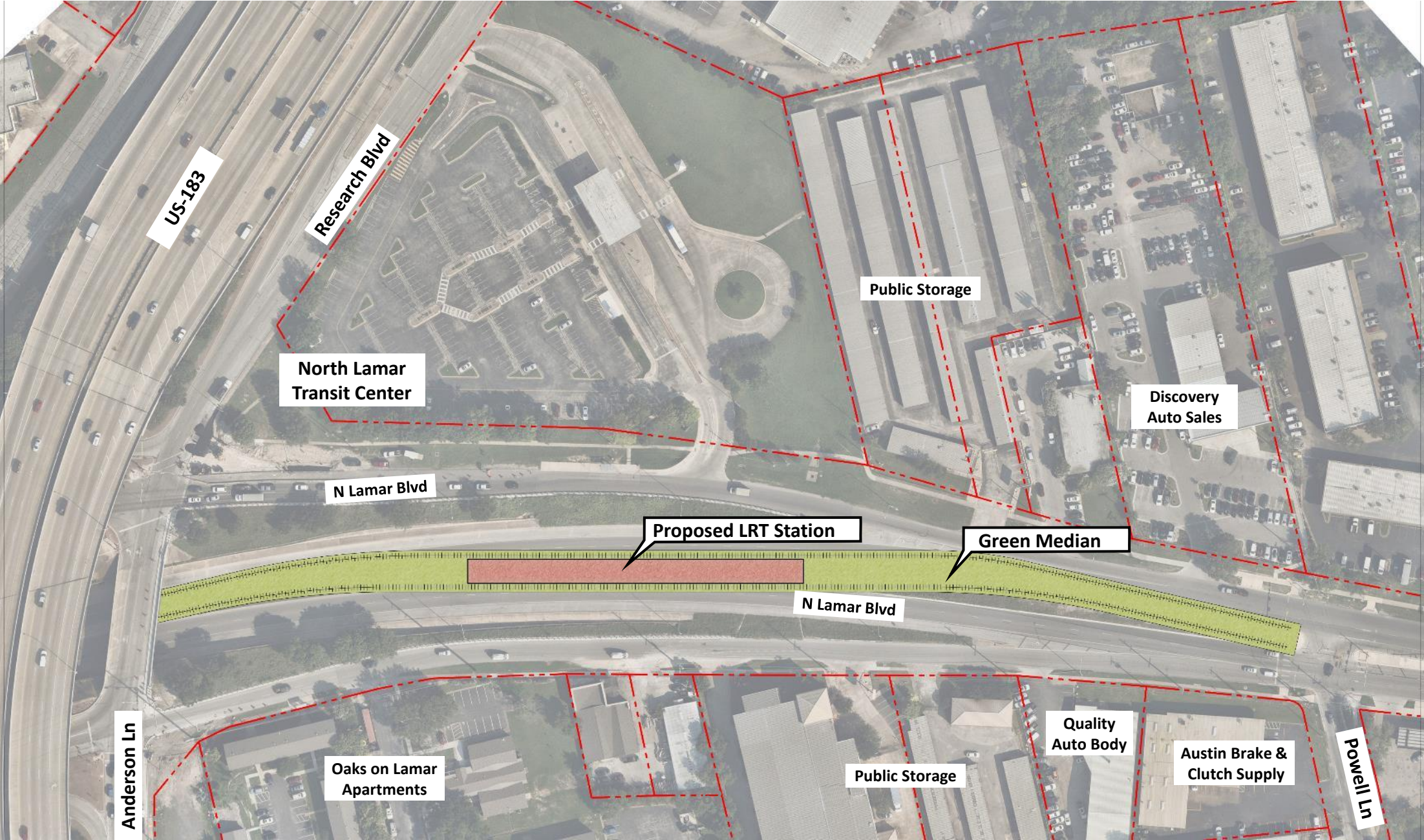
Creating an asset

- Currently, getting to the NLTC on foot can be a challenge with the highway infrastructure and major street crossings.
- Adding assets like MetroBike stations and pedestrian bridges may help shorten commute times.

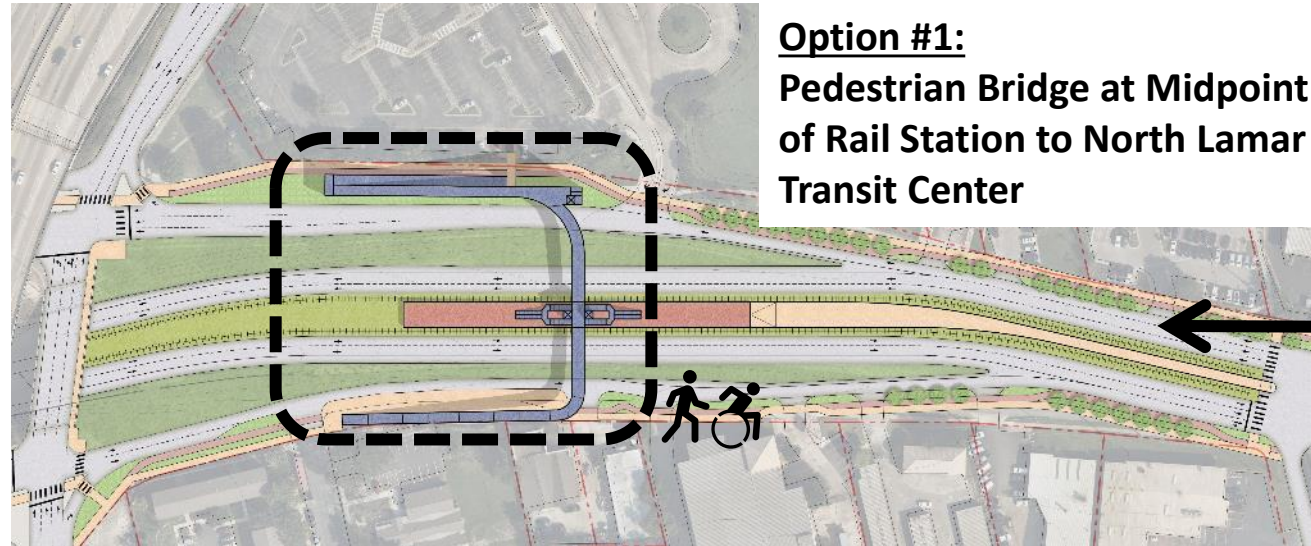
What are the best ways to connect the surrounding areas to the NLTC?



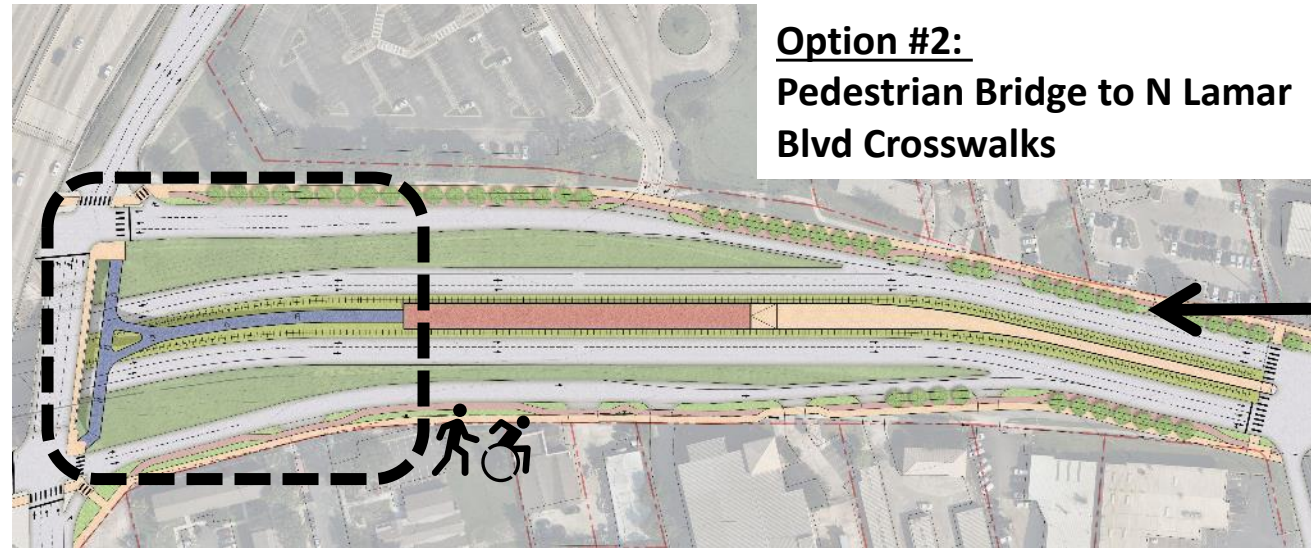
Station Platform: Location and Track Alignment



Station Platform: Overview of Connection Options

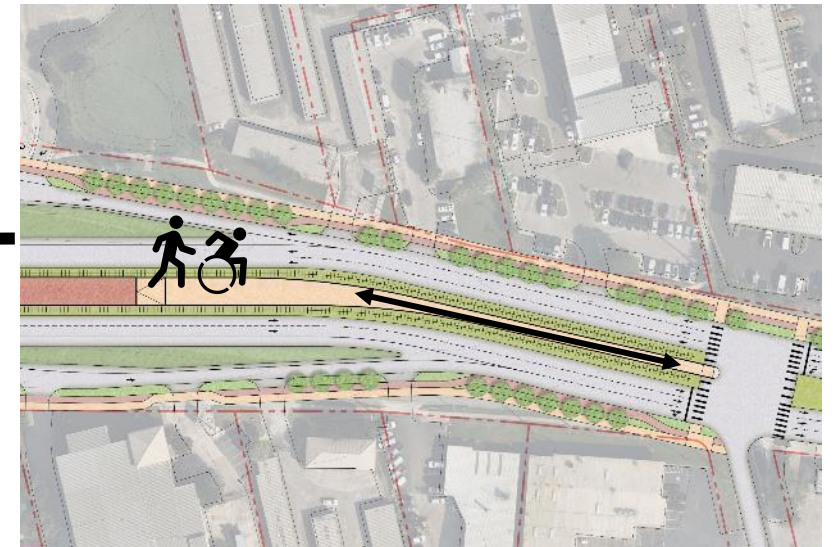


Option #1:
Pedestrian Bridge at Midpoint
of Rail Station to North Lamar
Transit Center

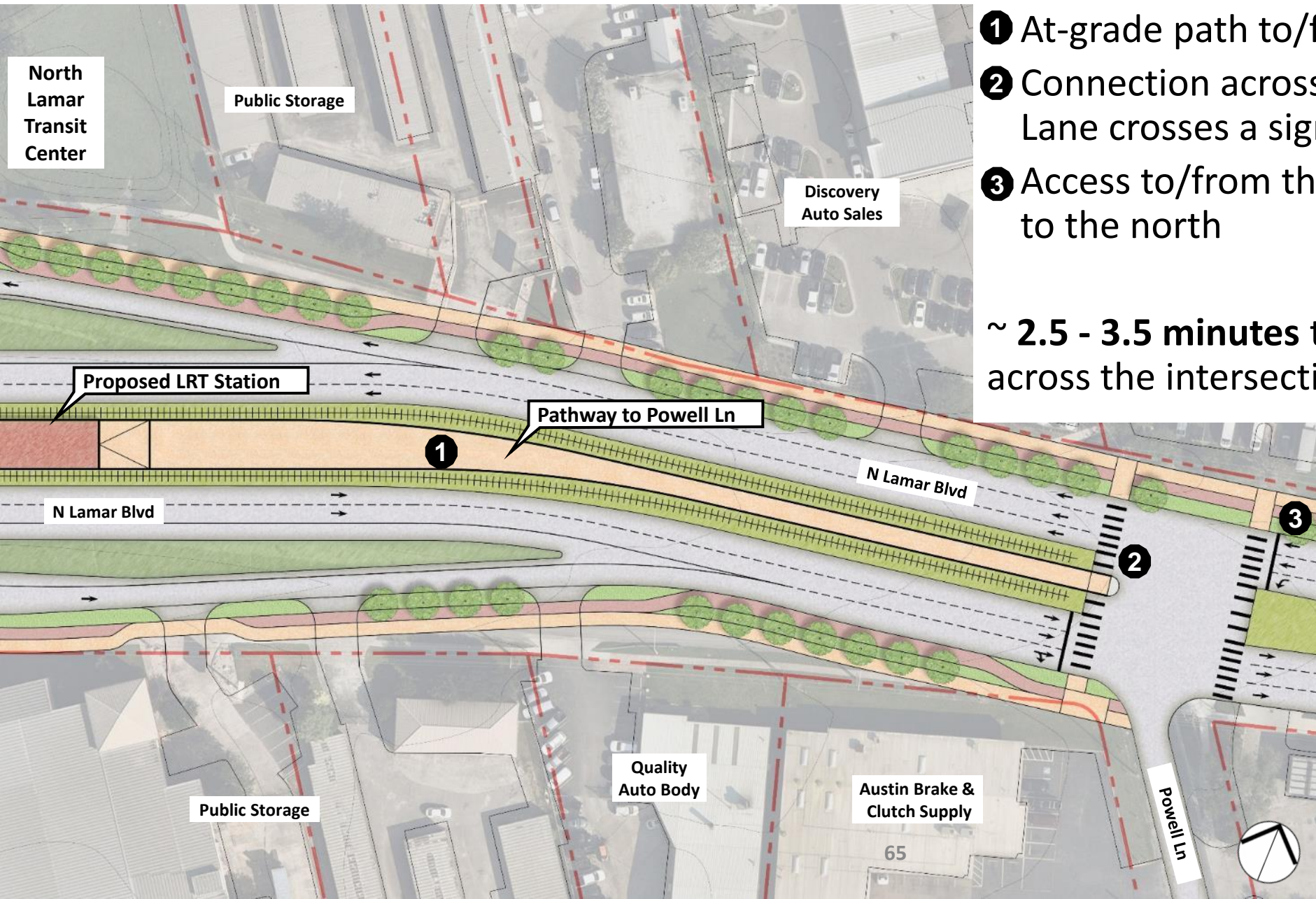


Option #2:
Pedestrian Bridge to N Lamar
Blvd Crosswalks

Both options include a pedestrian pathway from the north end of the station to Powell Ln, the nearest signalized crosswalk. Constraints mean that an at-grade crossing cannot be any closer to the station.



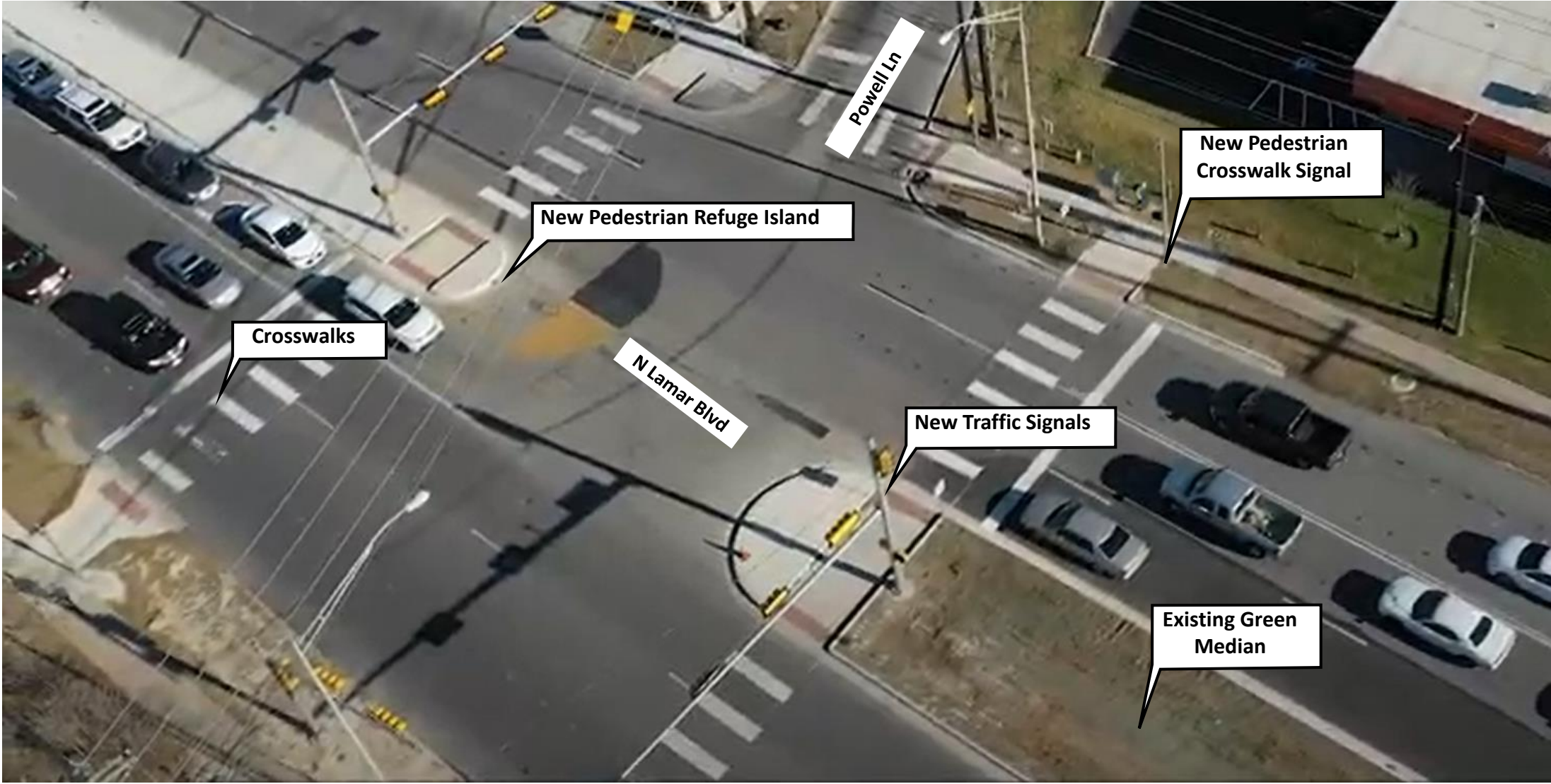
Station Connection (included in both options): Pedestrian Pathway to Powell Lane



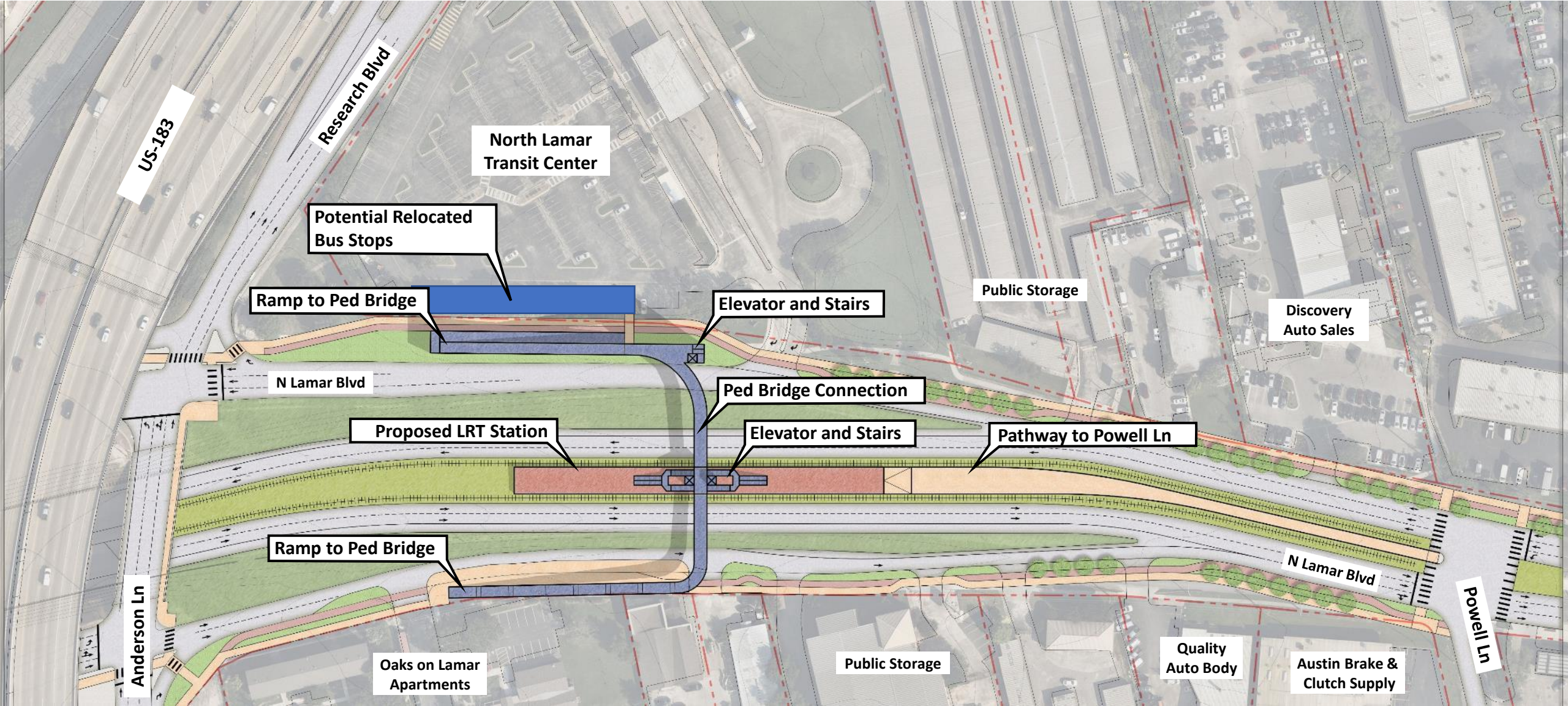
- 1 At-grade path to/from LRT station platform
- 2 Connection across N Lamar Blvd at Powell Lane crosses a signalized intersection
- 3 Access to/from the station for communities to the north

~ **2.5 - 3.5 minutes** to walk from the platform across the intersection crosswalk

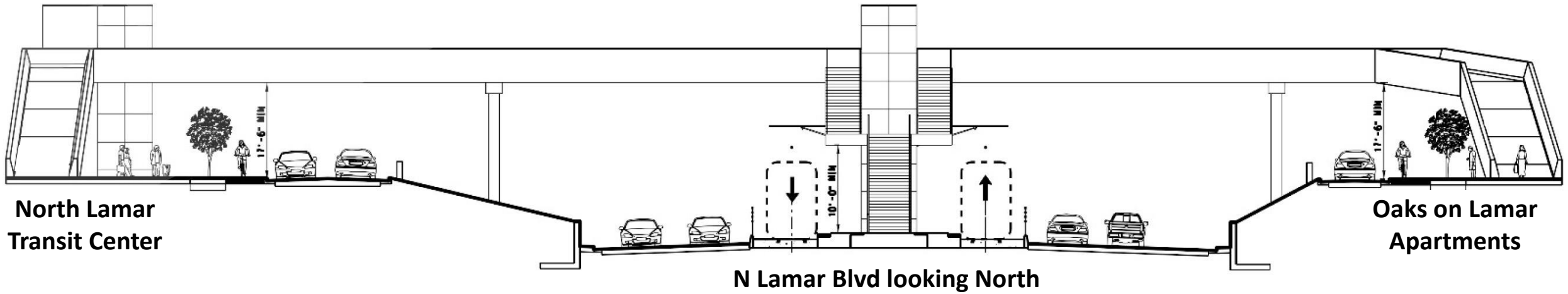
Station Connection (included in both options): Pedestrian Pathway to Powell Ln



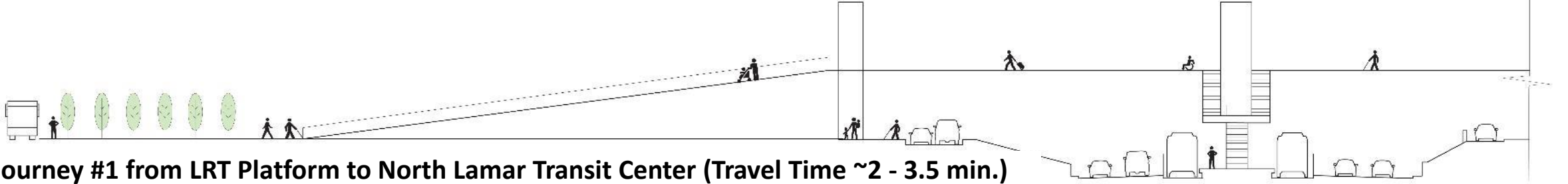
Station Connection Option #1 – Midpoint Bridge to NLTC



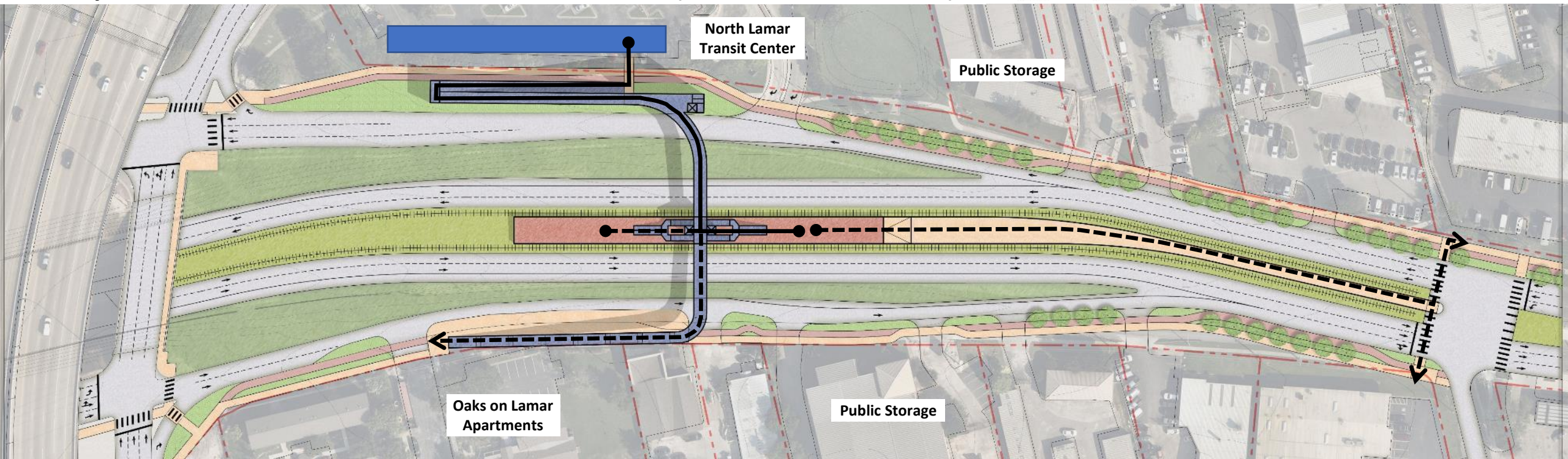
Station Connection: Pedestrian Bridge to NLTC



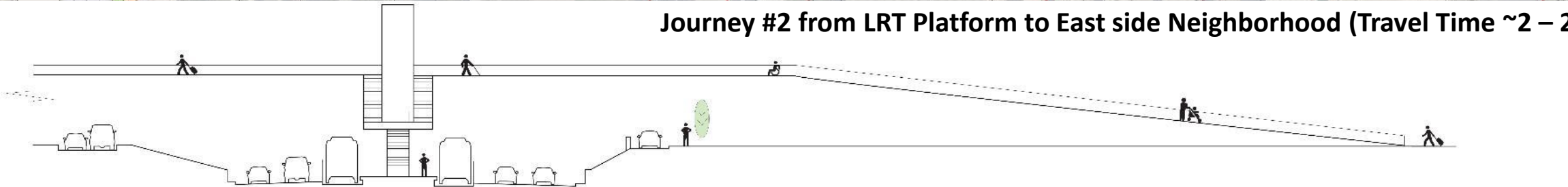
Station Connection Option #1 – Journeys to NLTC and Neighborhood



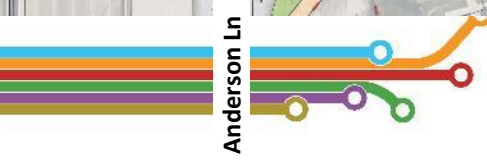
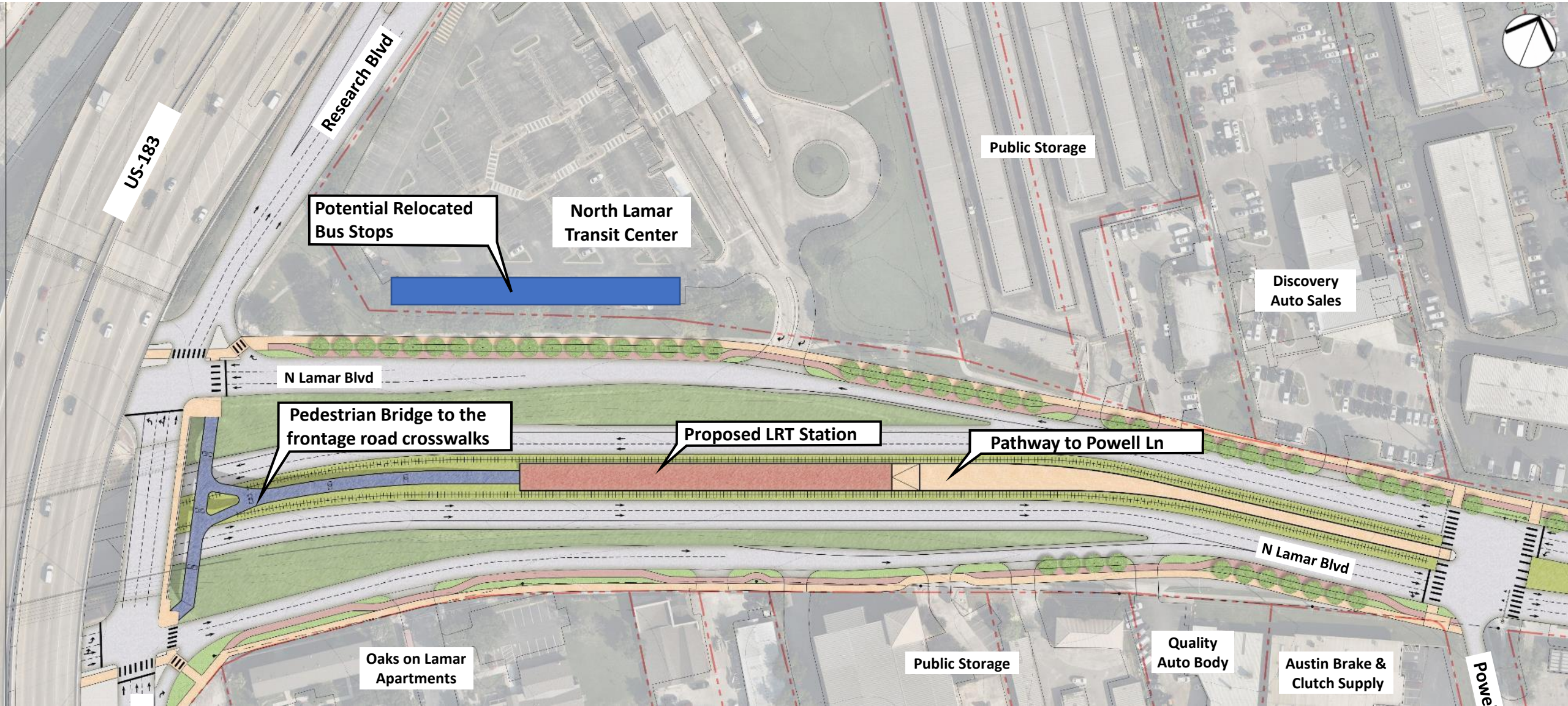
Journey #1 from LRT Platform to North Lamar Transit Center (Travel Time ~2 - 3.5 min.)



Journey #2 from LRT Platform to East side Neighborhood (Travel Time ~2 – 2.5 min.)

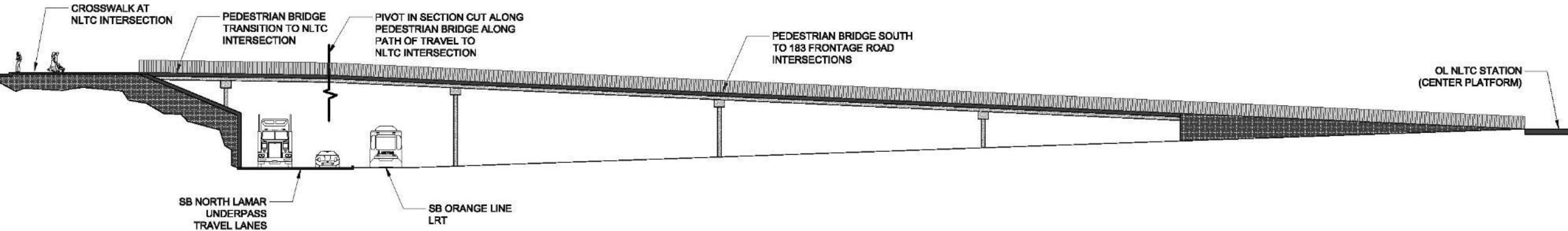


Station Connection Option #2 – Pedestrian Bridge to N Lamar Crosswalks

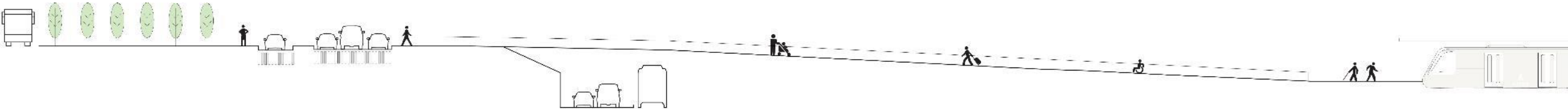


Anderson Ln

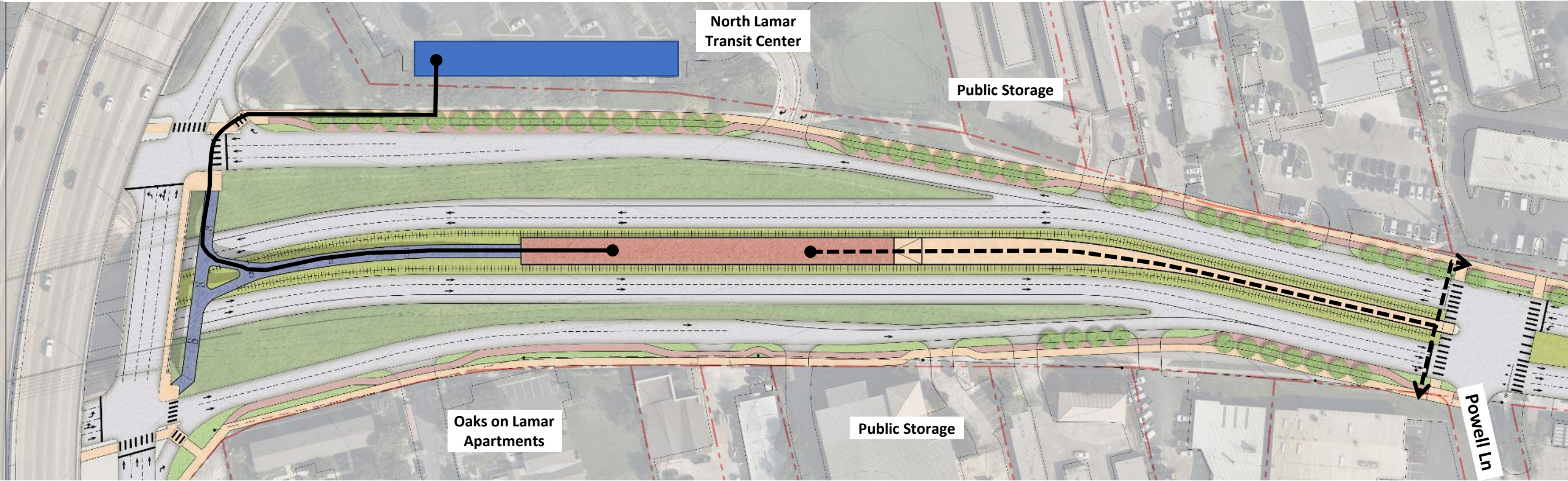
Station Connection: Pedestrian Bridge to N Lamar Crosswalk



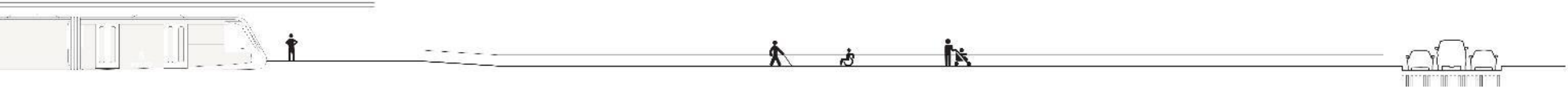
Station Connection Option #2 – Journeys to NLTC and Neighborhood



Journey #1 from LRT Platform to North Lamar Transit Center (Travel Time ~3 – 3.5 minutes)



Journey #2 from LRT Platform to Powell Lane and Neighborhood (Travel Time ~2.5 -3.5 minutes)



NLTC CDW: Breakout Room Discussion Take-Aways

OPTION 1 CONSIDERATIONS

- Pedestrian bridge was positively received and described as an opportunity for a 'signature station' or gateway
- Concerns for bridge's exposure to weather, limited visibility in an emergency
- Concerns for elevators; capacity, duration and reliability
- Concerns for stairs; safety, effort, and for those with wheels
- Desire for better connectivity to the south and along 183 frontage road

OPTION 2 CONSIDERATIONS

- Seen as best option for connectivity southward and along 183 frontage road
- Eliminating need for stairs, elevators, seen as best choice for safe and easy accessibility
- Concern for longer, less-safe travel for riders transferring to NLTC bus services
- Less convenient for riders east of the station
- Safety concerns for crossing N. Lamar at frontage



NLTC CDW: Breakout Room Discussion Take-Aways

GENERAL CONCERNS

- Travel length and time for transferring riders
- Area would still feel car-first, not on human scale
- Crossing N. Lamar at either side of station feels unsafe, paths in N. Lamar need barriers for safety
- Need for ped/bike upgrades in entire neighborhood, not just near station
- Concerns for imbalance in station serving the neighborhood versus serving transferring riders
- Desire for and concerns about redevelopment, densification, ETOD, and displacement

AMENITIES AND VISION

- Acute focus on meeting/exceeding ADA requirements
- Protection from weather, lighting at night
- Need to mitigate noise from N. Lamar and 183
- Multi-lingual wayfinding and signage
- Seating, tables, bathrooms, water fountains
- Art, architecture, landscaping, beautification
- Small shops, food and coffee options at NLTC
- Playground, picnic tables, amenities for children
- ETOD; make the NLTC area a destination itself





Thank you!



EXECUTIVE SESSION

