

Community Comments on Joint Powers Agreement

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

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

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

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

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

Email

Hello,

In advance of this Friday's session I wanted to write to voice my thoughts:

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

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

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

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

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

Please don't let us down on public transportation yet again. We need these improvements but it needs to be done right!

Thank you,
Jennifer Pennington

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

Email

My name is Catherine Medlock and I am a resident of Austin, TX. I am writing in regards to the Joint Powers Agreement (JPA). I support Independent Executive Leadership for all parties involved in the JPA.

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

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

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

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

Thank you,
Catherine Medlock

Email

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

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

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

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

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

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

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

Sincerely,
Jen Lucas

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

To whom it may concern,

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

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

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

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

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

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

Sincerely,
Nicole Meitzen

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

Email

Hello Cap Metro Board of Directors, Austin City Council, and ATP Board,

I live in Austin, TX and in the past several years have lived in South Austin, East Austin, and now North Austin. As someone who has seen and lived in various parts of town, I was excited to hear about the vision of Project Connect and also weary of the potential impacts that could result from this project if not thought through with the intent to establish stronger equity parameters, particularly for BIPOC communities that have historically lived in Austin.

I am reaching out to you all about the Joint Powers Agreement (JPA) as a cornerstone document in standing up Project Connect, and to ask for your support in ensuring that changes are made to the JPA to ensure that Project Connect delivers on the promises made to Austin voters.

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

To make this possible I am urging you all to be accountable for establishing a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee. Please take action to support and further establish an Equity Analysis matrix that is co-created with the Project Connect Community Advisory Committee in order to evaluate the design, construction, and operation of all Project Connect transit projects. This would include but is not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning. In addition, the Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.

Thank you,
Jordyn Middlebrooks

	<p>To City Council, The Cap Metro Board of Directors, and ATP Board</p> <p>As it stands, the proposed draft of the JPA does not give me confidence that Project Connect will fully live up to the spirit and intent of the promises made to the voters. That's why I support the ATX Mobility Coalition and their recommendations and edits for the Joint Powers Agreement to City Council, CapMetro, and the Austin Transit Partnership.</p> <p>More specifically, I support Independent Executive Leadership for all parties involved in the JPA.</p> <p>I support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.</p> <p>I urge a clear process for community review and feedback for all future supplemental agreements between the three parties, including review by the Community Advisory Committee.</p> <p>I support an Equity Analysis matrix, co-created with the Project Connect Community Advisory Committee, so as to evaluates the design, construction, and operation of all Project Connect transit projects, including, but not limited to, assessing wider community impacts, and helping to guide station planning, eminent domain, accessibility planning.</p> <p>The Joint Commitments must include a clear commitment to supporting an equitable transit system to benefit the whole community, including equity in considerations of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you for your consideration,</p>
Email	Angela K. Pires

Email

Hi all,

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

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

Thanks,
Lauren Cadell

Email

Good morning all,

I am emailing you to express my support of Independent Executive Leadership for all parties involved in the JPA. I also support strong worker protections and safe working conditions for all workers involved in building the project. This means that the commitment to the Better Builder® Program outlined must provide clarity and specificity in alignment with the intent in the contract with the voters.

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

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

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

Thank you,

Daniela Silva (she/they/ella)
District 3 Resident

Email	<p>Hello,</p> <p>I am writing to convey my support for equity, independence, and worker protections in the Project Connect JPA. Specifically:</p> <ul style="list-style-type: none"> - All parties involved in the the JPA should have independent Executive Leadership - Strong worker protections are needed for all workers involved in building. This includes safe working conditions, and that the commitment to the Better Builder Program needs to provide clarity and specificity to protect workers. -We need a clear process for review and feedback on all future supplemental agreements between the parties. This needs to include both community review and review by the Community Advisory Committee. -Please support an Equity Analysis matrix, co-created with the Community Advisory Committee, to evaluate transit projects for community impacts, and to guide station planning, eminent domain, and accessibility planning. -The Joint Commitments should explicitly support an equitable transit system that benefits the whole community, from design to operations, and including details like station location and project timelines. All these aspects affect the broader community and must be viewed by all parties with an equity lens. <p>Thank you in advance for supporting these important pieces of the Project Connect puzzle.</p> <p>Sincerely, Elizabeth Roehm District 5 Resident, 78704</p>
Email	<p>Dear Gina,</p> <p>I understand that the JPA will be reviewed and signed this coming Friday, and as an Austin resident I'm writing to express my support for Independent Executive Leadership for all parties involved in the JPA, strong worker protections and safe conditions for all workers involved, and a clear process for community review and feedback for all future supplemental agreements between the three parties (including review by the Community Advisory Committee). I also support an Equity Analysis matrix to evaluate the design, construction, and operation of all Project Connect transit projects, and a clear commitment to supporting equity in terms of design, accessibility, implementation, operations, station location, and project timelines.</p> <p>Thank you for your help in making these things possible.</p> <p>Best, Mandy Blott, 78702</p>

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

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

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

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

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

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

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

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

ATP Board Member Randy Clarke,

Dear ATP Board Members,

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

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

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

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

Jeremy Hendricks

Email

Dear Cap Metro Board,

I am writing today to let you know that I:

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

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

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

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

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

Thank you,
Terry Martinez
Austin Resident, District 7

Email

ATP Board Member Randy Clarke,

Dear ATP Board Members,

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

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

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

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

Garcia Ana

Email

ATP Board Member Randy Clarke,

Dear ATP Board Members,

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

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

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

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

karla peredo

Email

ATP Board Member Randy Clarke,

Dear ATP Board Members,

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

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

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

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

Susan Zakaib

Email



**Workers Defense
Action Fund**



**Austin Area
Urban League**

*Empowering Communities.
Changing Lives.*

October 19th, 2021

Re: Project Connect Joint Powers Agreement Recommendations

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

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

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

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



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

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

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

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

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



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

Sincerely,

ATX Mobility Coalition Members:

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

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

This Joint Powers Agreement (“Agreement”) is entered into between Austin Transit Partnership (“ATP”), a joint local government corporation created under Ch. 431 of the Texas Transportation Code, the City of Austin, Texas (the “City”), a home-rule municipality incorporated by the State of Texas, and Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, each a “Party” and collectively referred to within this Agreement as the “Parties”.

RECITALS

The City Council and the Capital Metro Board recognized the benefits of a high-capacity transit system and determined that implementation of the Project Connect System Plan will create an integrated transit system that addresses transit needs for safer, faster, and more reliable transportation that will improve access to essential services, such as education, health care, food access, childcare, jobs, and open space especially in historically underserved and underrepresented communities, and which will manage congestion, create jobs, improve the environment, and better connect people in our community; and

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

- 1.1.1. "Agreement" means this agreement between ATP, the City, and Capital Metro, entered into together with all Attachments thereto.
- 1.1.2. "ATP" means the Austin Transit Partnership, sometimes referred to as the Joint LGC or Corporation. ATP is a local government corporation, incorporated on December 22, 2020, created in compliance with Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431"), Chapter 394, Texas Local Government Code. ("Chapter 394"), and Chapter 22, Business Organizations Code ("Chapter 22")
- 1.1.3. "ATP Board" means the Austin Transit Partnership Board of Directors, as provided for in the Articles of Incorporation and Bylaws.
- 1.1.4. "Capital Metro Board" means the Board of Directors for the Capital Metropolitan Transportation Authority.
- 1.1.5. "City Council" means the City Council of the City of Austin, Texas.
- 1.1.6. "Executive Leadership" means the City of Austin City Manager, the Capital Metro President & CEO, and the ATP Executive Director.

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

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

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

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

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

SECTION 2. GENERAL TERMS

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

“The Corporation is to be the principal entity responsible for financing, designing, building, implementing, and contracting with Capital Metro to operate and maintain assets funded by the Joint LGC in a manner independent of the City and Capital Metro. The implementation of Project Connect is comprised of the financing, design, engineering, and construction of a fixed rail and bus transit system, including customer technology, park & ride hubs, on-demand neighborhood circulators, and associated improvements to roadways, bikeways, sidewalks and street lighting. Project Connect also comprises transit-supportive anti-displacement strategies for the purpose of preventing displacement and encouraging transit-oriented affordable housing along Project Connect transit corridors. The Corporation shall implement Project Connect in accordance with the Initial Investment Map and associated Implementation Sequence Plan, as modified from time to time jointly by Capital Metro and the City.”

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

- 2.4. **Entire Agreement.** All oral agreements between the Parties to this Agreement relating to ATP that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement. In accordance with the Foundational Texts, this Agreement, along with the following attachments, which are hereby incorporated, constitute the entire Joint Powers Agreement between the Parties:

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

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

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

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

- 2.5. **Agreement Communications.** The Parties agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Agreement must initially be presented by and through the Executive Director of ATP, President & CEO of Capital Metro and the City Manager for the City or their designees.
- 2.6. **Amendments.** Any Party may propose an Amendment to this Agreement. Requests for alterations, additions or deletions of the terms of this Agreement will be submitted to the Executive Director of ATP for consideration and possible action by the ATP Board, President & CEO of Capital Metro for consideration and possible action by the Capital Metro Board, and to the City Manager for consideration and possible action by City Council. An Amendment to this Agreement is effective upon execution, or as otherwise mutually agreed, of a written agreement by all Parties.
- 2.7. **Supplemental Agreements.** The Parties also recognize that, in addition to this Agreement, the implementation of Project Connect will require the Parties to subsequently address a variety of matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate ATP, City and Capital Metro staffs, and, when necessary, adopted by the governing bodies of the Parties. These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues in property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. Before final adoption by the governing bodies of the parties, all proposed language in supplemental agreements must be submitted for review by the

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

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

SECTION 3 COMMITMENTS OF THE PARTIES

3.1 Joint Commitments

The Parties agree to the following commitments and responsibilities:

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

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

3.2 Community Engagement and Inclusion Commitments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. ROLES AND RESPONSIBILITIES OF AUSTIN TRANSIT PARTNERSHIP

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

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

4.2 Governance of ATP.

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

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

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

- Developing and implementing a business impact mitigation strategy that includes approaches for establishing robust business outreach and communications, supporting business access and operations, and creating effective project scheduling and sequencing that minimizes the length of construction impacts.
- Developing and implementing a Disadvantaged Business Enterprise Program to meet and comply with federal regulations to ensure that maximum opportunities are available to women, minority, and small businesses, including veteran-owned businesses, to participate.
- Developing and implementing a policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program ~~which includes City of Austin hiring goals as allowed by federal law and regulations,~~ including but not limited to: wages no less than the City of Austin living wage, completion of OSHA 10-hour training, workers' compensation, hiring goals from craft training programs, independent third party on-site monitoring accredited by a local, community organizations that is independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws. In addition, procurement policy will include City of Austin hiring goals as allowed by federal law and regulations.
- Developing and implementing a procurement policy that ensures ensure a living wage as established by the City of Austin or prevailing wage under the Davis-Bacon Act for all workers under the contract, ensure access to health care and paid sick leave to the extent possible, and that promote the hiring of local workers where allowed by federal law and regulation.
- Notify the City Manager or City Manager's designee of substantive changes to the above Workforce and Equity Policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. TERMINATION

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

SECTION 7. DEFAULT AND REMEDIES

7.1 **Events of Default.**

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

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

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

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

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

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

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

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

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

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

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

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

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

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

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

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

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

- 8.4 **Force Majeure.** No Party will be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting unforeseeable and impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of

this clause shall endeavor to notify the other Party or Parties within five (5) business days of the occurrence of the force majeure event , unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

- 8.5 **Liability.** To the extent allowed by Texas law, the Parties agree that each Party is responsible for its own proportionate share of any liability for the negligent or grossly negligent acts or omissions of its employees, agents, contractors or subcontractors arising out of, connected with, or as a consequence of its performance under this Agreement. Neither Party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages (including, but not limited to loss of business, revenue, profits, or other economic advantage) however it arises, whether in an action of contract, negligence or gross negligence, tort or other action, arising out of or in connection with this Agreement, even if advised of the possibility thereof.
- 8.6 **Notice of Claim.** Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against any Party, arising under this Agreement, the Party will give written notice to the other Party of such claim, demand, suit or other action. Said notice will include: (a) the name of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person or persons against whom such claim is being made.
- 8.7 **Third Party Beneficiary.** This Agreement sets out the agreements and obligations between the Parties only, and no provision in this Agreement creates any rights in any person or entity that is not a Party to this Agreement. The rights to performance in this Agreement are only enforceable by ATP, the City and Capital Metro.
- 8.8 **Legal Authority.** The person or persons signing this Agreement on behalf of each Party warrant that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement and to perform the services that Party has obligated itself to perform under this Agreement.
- 8.9 **Invalid Provision.** Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.
- 8.10 **Public Information Act.** The Parties are subject to the Public Information Act and any information shared between the Parties may be subject to disclosure pursuant to Texas Government Code Chapter 552, as amended.

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

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

8.12 **Order of Precedence.** To the extent there is a conflict between the terms of this Agreement and any Attachment, the following shall be the order of precedence for interpreting a conflict in terms: 1) this Agreement and any subsequent amendments to this Agreement; 2) any Attachments to this Agreement, as amended.

8.13 **Appropriation.** Other than as provided in Attachment C and Attachment D, all funding commitments under this Agreement are subject to annual appropriation by the City, Capital Metro, and ATP.

8.14 **Recitals.** The recitals contained in the preamble are not made a part of this Agreement.

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

AUSTIN TRANSIT PARTNERSHIP:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Casey Burack, General Counsel

CAPITAL METRO:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Ashley Glotzer, Chief Counsel

CITY OF AUSTIN:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Deborah Thomas, Acting City Attorney

ATTACHMENTS:

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

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

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

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



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ATX Mobility Coalition Community Engagement Guiding Principles

Primary Objective

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

Guiding Principles for Outreach

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

Guiding Principles for Process

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

Guiding Principles for Information Sharing

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

Coalition Expectations

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



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**Austin Area
Urban League**

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October 27, 2021

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

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

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

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

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

Sincerely,
ATX Mobility Coalition

Austin Area Urban League

Austin Justice Coalition

Planning Our Communities

People United for Mobility Action

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ATX Mobility Coalition Responses to Staff Comments and Recommendations

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



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



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



MEMORANDUM

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

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

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

DATE: October 19, 2021

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

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

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

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

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

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

Date of Approval: October 19, 2021

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

Attest: , Project Connect Community Advisory Committee Chair

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

This Joint Powers Agreement (“Agreement”) is entered into between Austin Transit Partnership (“ATP”), a joint local government corporation created under Ch. 431 of the Texas Transportation Code, the City of Austin, Texas (the “City”), a home-rule municipality incorporated by the State of Texas, and Capital Metropolitan Transportation Authority (“Capital Metro”), a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code, each a “Party” and collectively referred to within this Agreement as the “Parties”.

RECITALS

The City Council and the Capital Metro Board recognized the benefits of a high-capacity transit system and determined that implementation of the Project Connect System Plan will create an integrated transit system that addresses transit needs for safer, faster, and more reliable transportation that will improve access to essential services, such as education, health care, food access, childcare, jobs, and open space especially in historically underserved and underrepresented communities, and which will manage congestion, create jobs, improve the environment, and better connect people in our community; and

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

- 1.1.1. "Agreement" means this agreement between ATP, the City, and Capital Metro, entered into together with all Attachments thereto.
- 1.1.2. "ATP" means the Austin Transit Partnership, sometimes referred to as the Joint LGC or Corporation. ATP is a local government corporation, incorporated on December 22, 2020, created in compliance with Subchapter D, Chapter 431, Texas Transportation Code ("Chapter 431"), Chapter 394, Texas Local Government Code. ("Chapter 394"), and Chapter 22, Business Organizations Code ("Chapter 22")
- 1.1.3. "ATP Board" means the Austin Transit Partnership Board of Directors, as provided for in the Articles of Incorporation and Bylaws.
- 1.1.4. "Capital Metro Board" means the Board of Directors for the Capital Metropolitan Transportation Authority.
- 1.1.5. "City Council" means the City Council of the City of Austin, Texas.
- 1.1.6. "Executive Leadership" means the City of Austin City Manager, the Capital Metro President & CEO, and the ATP Executive Director.

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

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

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

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

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

SECTION 2. GENERAL TERMS

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

“The Corporation is to be the principal entity responsible for financing, designing, building, implementing, and contracting with Capital Metro to operate and maintain assets funded by the Joint LGC in a manner independent of the City and Capital Metro. The implementation of Project Connect is comprised of the financing, design, engineering, and construction of a fixed rail and bus transit system, including customer technology, park & ride hubs, on-demand neighborhood circulators, and associated improvements to roadways, bikeways, sidewalks and street lighting. Project Connect also comprises transit-supportive anti-displacement strategies for the purpose of preventing displacement and encouraging transit-oriented affordable housing along Project Connect transit corridors. The Corporation shall implement Project Connect in accordance with the Initial Investment Map and associated Implementation Sequence Plan, as modified from time to time jointly by Capital Metro and the City.”

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

- 2.4. **Entire Agreement.** All oral agreements between the Parties to this Agreement relating to ATP that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement. In accordance with the Foundational Texts, this Agreement, along with the following attachments, which are hereby incorporated, constitute the entire Joint Powers Agreement between the Parties:

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

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

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

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

- 2.5. **Agreement Communications.** The Parties agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Agreement must initially be presented by and through the Executive Director of ATP, President & CEO of Capital Metro and the City Manager for the City or their designees.
- 2.6. **Amendments.** Any Party may propose an Amendment to this Agreement. Requests for alterations, additions or deletions of the terms of this Agreement will be submitted to the Executive Director of ATP for consideration and possible action by the ATP Board, President & CEO of Capital Metro for consideration and possible action by the Capital Metro Board, and to the City Manager for consideration and possible action by City Council. An Amendment to this Agreement is effective upon execution, or as otherwise mutually agreed, of a written agreement by all Parties.
- 2.7. **Supplemental Agreements.** The Parties also recognize that, in addition to this Agreement, the implementation of Project Connect will require the Parties to subsequently address a variety of matters. Therefore, supplemental agreements will be necessary to address specific interagency topics, and will be developed by the appropriate ATP, City and Capital Metro staffs, and, when necessary, adopted by the governing bodies of the Parties. These supplemental agreements must be taken by the appropriate parties and may be bilateral, such as for services or functions provided by the City or Capital Metro to ATP or to address specific project issues in property acquisition, financing, design, construction, operations or maintenance of the Project Connect system. Before final adoption by the governing bodies of the parties, all proposed language in supplemental agreements must be submitted for review by the

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

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

SECTION 3 COMMITMENTS OF THE PARTIES

3.1 Joint Commitments

The Parties agree to the following commitments and responsibilities:

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

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

3.2 Community Engagement and Inclusion Commitments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. ROLES AND RESPONSIBILITIES OF AUSTIN TRANSIT PARTNERSHIP

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

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

4.2 Governance of ATP.

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

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

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

- Developing and implementing a business impact mitigation strategy that includes approaches for establishing robust business outreach and communications, supporting business access and operations, and creating effective project scheduling and sequencing that minimizes the length of construction impacts.
- Developing and implementing a Disadvantaged Business Enterprise Program to meet and comply with federal regulations to ensure that maximum opportunities are available to women, minority, and small businesses, including veteran-owned businesses, to participate.
- Developing and implementing a policy that ensures worker protections and workforce development through participation in the Better Builder Program® or a similar program ~~which includes City of Austin hiring goals as allowed by federal law and regulations,~~ including but not limited to: wages no less than the City of Austin living wage, completion of OSHA 10-hour training, workers' compensation, hiring goals from craft training programs, independent third party on-site monitoring accredited by a local, community organizations that is independent of construction companies and their affiliates, and in compliance with all applicable state, federal, and local laws. In addition, procurement policy will include City of Austin hiring goals as allowed by federal law and regulations.
- Developing and implementing a procurement policy that ensures ensure a living wage as established by the City of Austin or prevailing wage under the Davis-Bacon Act for all workers under the contract, ensure access to health care and paid sick leave to the extent possible, and that promote the hiring of local workers where allowed by federal law and regulation.
- Notify the City Manager or City Manager's designee of substantive changes to the above Workforce and Equity Policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. TERMINATION

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

SECTION 7. DEFAULT AND REMEDIES

7.1 **Events of Default.**

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

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

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

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

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

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

SECTION 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

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

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

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

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

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

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

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

- 8.1.5. **Change of Address.** Each Party may change the address for notice to it by giving written notice of the change. Any change of address by a Party, including a change in the Party's authorized representative, must be reported to the other Parties within twenty (20) days of the change.
- 8.2 **Dispute Resolution/Mediation.** Initial disputes and unresolved questions or issues of Parties must initially be presented by submission in writing in accordance with the Notice provisions above. If satisfactory resolution cannot be achieved between the representatives of the Parties within a reasonable time, and should mediation be acceptable to all Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless all Parties (or if the dispute is between two Parties, both Parties) are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless the involved Parties agree, in writing, to waive the confidentiality.
- 8.3 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas.
- 8.4 **Force Majeure.** No Party will be financially liable to the other Party for delays or failures to perform under the Agreement where such failure is caused by force majeure (i.e. those causes generally recognized under Texas law as constituting unforeseeable and impossible conditions). Such delays or failures to perform will extend the period of performance until these exigencies have been removed or until the Parties agree in writing to either amend or terminate the Agreement. The Party seeking to avail itself of this clause shall endeavor to notify the other Party or Parties within five (5) business days

of the occurrence of the force majeure event , unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible.

- 8.5 **Liability.** To the extent allowed by Texas law, the Parties agree that each Party is responsible for its own proportionate share of any liability for the negligent or grossly negligent acts or omissions of its employees, agents, contractors or subcontractors arising out of, connected with, or as a consequence of its performance under this Agreement. Neither Party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages (including, but not limited to loss of business, revenue, profits, or other economic advantage) however it arises, whether in an action of contract, negligence or gross negligence, tort or other action, arising out of or in connection with this Agreement, even if advised of the possibility thereof.
- 8.6 **Notice of Claim.** Within five (5) business days of receiving notice of any claim, demand, suit, or any action made or brought against any Party, arising under this Agreement, the Party will give written notice to the other Party of such claim, demand, suit or other action. Said notice will include: (a) the name of the claimant; (b) the basis of the claim, action or proceeding; (c) the court, if any, where such claim, action, or proceeding was instituted; and (d) the name or names of any person or persons against whom such claim is being made.
- 8.7 **Third Party Beneficiary.** This Agreement sets out the agreements and obligations between the Parties only, and no provision in this Agreement creates any rights in any person or entity that is not a Party to this Agreement. The rights to performance in this Agreement are only enforceable by ATP, the City and Capital Metro.
- 8.8 **Legal Authority.** The person or persons signing this Agreement on behalf of each Party warrant that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement and to perform the services that Party has obligated itself to perform under this Agreement.
- 8.9 **Invalid Provision.** Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.
- 8.10 **Public Information Act.** The Parties are subject to the Public Information Act and any information shared between the Parties may be subject to disclosure pursuant to Texas Government Code Chapter 552, as amended.

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

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

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

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

AUSTIN TRANSIT PARTNERSHIP:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Casey Burack, General Counsel

CAPITAL METRO:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Ashley Glotzer, Chief Counsel

CITY OF AUSTIN:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Deborah Thomas, Acting City Attorney

ATTACHMENTS:

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

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

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

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



AUSTIN CHAMBER



**Statement on the Project Connect Joint Powers Agreement
October 28, 2021**

On behalf of the Austin Chamber of Commerce and Downtown Austin Alliance, we want to thank all three entities that have made the Austin Transit Partnership (ATP) a reality. We appreciate the coordination you all have shown and are excited about what you will accomplish, together. Coordination among these three parties is critical to ensuring that Project Connect is a success.

One area of Project Connect that we will continue to advocate for is independence. The ATP was created to be an independent body to control and be good stewards of public dollars and per the Joint Powers Agreement, “be the lead organization implementing Project Connect independent of the City of Austin and Capital Metro.” In the current JPA draft, we appreciate you all recognizing that the ATP executive director role lies solely within the domain of the board of the ATP. We ask that you continue to keep independence front of mind as you continue implementation of Project Connect.

We also encourage you to begin identifying areas for further discussion and agreement (such as permitting approvals, real estate transactions, etc) to be outlined within forthcoming interlocal agreements among ATP and the City of Austin and Capital Metro. Interagency cooperation will be a key factor in delivering the project on schedule and within budget.

We will continue to be a productive and supportive partner in this endeavor because Project Connect is vital to our long-term success as a community.



Contacts: Carmen Llanes Pulido, Executive Director; Monica Guzmán, Policy Director
Phone: 737-228-3691 Website: www.goaustinvamosaustin.org

Statement on Project Connect Joint Powers Agreement

GAVA urges City Council, CapMetro Board of Directors, and the ATP, to ensure the following, today:

1. **The Joint Powers Agreement (JPA) must include wording that formally includes the Community Advisory Committee (CAC) in the review and decision making process for key policies *before* it moves to the governing bodies for approval,** ensuring opportunities for residents to address and be heard by the CAC.
2. **The \$7B connecting the infrastructure funding (e.g. actual rail lines, stops, shelters, eTODs) must be subjected to the same equity principles as the \$300M in anti-displacement funding.** Other cities' experiences with transit-induced displacement demonstrates that the building of the transportation structure has a major impact on displacement. The JPA needs its own equity tool and accountability for budgeting decisions, clearly stating how to minimize or prevent transit-induced displacement in all decisions, and not simply with "bandaid" projects funded by the \$300M.
3. **The JPA must include a commitment that Project Connect work is in alignment with the Civil Rights Act protections, specifically Titles VI, VI, and VIII (Fair Housing Act).** Of particular concern is the preservation of existing affordable housing and mixed-income communities.
4. **Recommend language to honor the commitment to the 2% disparate impact threshold as a way to ensure equity.** Without your commitment to a proactive approach that mitigates and minimizes displacement, Project Connect would become another chapter of Austin's racist and classist legacy: providing critical amenities to areas where working class communities and families have been displaced, and further segregating those residents to areas where such amenities remain underfunded.