

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 16-050

**APPROVING A MEMORANDUM OF AGREEMENT WITH
CAPITAL METRO AND THE CAPITAL AREA METROPOLITAN PLANNING
ORGANIZATION TO IMPLEMENT A PARK AND RIDE INITIATIVE**

WHEREAS, the Central Texas Mobility Authority's (Mobility Authority) mission is to implement innovative, multi-modal transportation solutions that mitigate congestion and create transportation choices that enhance the quality of life and the economic vitality in the Central Texas metropolitan region ("Central Texas"); and

WHEREAS, Capital Metro serves as the largest provider for the Central Texas area's public transportation, including commuter rail, bus rapid transit, express bus operations, local bus operations, rideshare programs, and paratransit services (collectively referred to as the "Services"); and

WHEREAS, the Capital Area Metropolitan Planning Organization ("CAMPO") produces and maintains both the Long-Range Transportation Plan and the Transportation Improvement Program for the 6-County region, including those activities involving Capital Metro and the Mobility Authority; and

WHEREAS, the Mobility Authority is advancing a program of projects that include managed/express lane elements, that shall provide reliable travel times and travel time savings to users; and

WHEREAS, these managed/express lanes are free to use for Capital Metro Services as specified under Section 370.177(a-1), Transportation Code and in Section 301.004 of the CTRMA Policy Code; and

WHEREAS, the Mobility Authority, Capital Metro and CAMPO seek to develop a Park and Ride Initiative to coordinate the integration of Park and Ride ("P&R") facilities to serve transit vehicles using the managed/express lane projects; and

WHEREAS, the Mobility Authority, Capital Metro and CAMPO have discussed and developed a proposed Memorandum of Agreement related to the Park and Ride Initiative to identify and develop a program of P&R facilities that will operate on existing and planned Mobility Authority project corridors; and

WHEREAS, the Memorandum of Agreement identifies the roles and responsibilities of each agency to allow them to cooperate and coordinate with each other to (i) avoid overlap or duplication of efforts, (ii) plan, develop, and construct P&R facilities in an efficient manner in

order to minimize costs while maximizing mobility, and (iii) allow projects to proceed in a timely and cost efficient manner; and

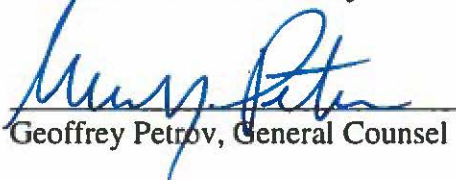
WHEREAS, the Executive Director recommends approval of the proposed Memorandum of Agreement in the form or substantially the same form attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed Memorandum of Agreement is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is directed and authorized to finalize and execute for the Mobility Authority the proposed Memorandum of Agreement in the form or substantially the same form attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of July, 2016.

Submitted and reviewed by:



Geoffrey Petrov, General Counsel

Approved:



Ray A. Willerson
Chairman, Board of Directors

Exhibit A

**MEMORANDUM OF AGREEMENT
PARK AND RIDE INITIATIVE**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY,
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY,
AND CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is made by and between the Central Texas Regional Mobility Authority (the “CTRMA”), the Capital Metropolitan Transportation Authority (“Capital Metro”), and the Capital Area Metropolitan Planning Organization (“CAMPO”). (Collectively referred to as the “Parties”)

The Parties hereto agree to the following regarding the planning and development of Park and Ride (P&R) facilities that will benefit transit vehicles exclusively to provide transportation to members of the public using the managed/express lane projects being developed by the CTRMA.

WITNESSETH

WHEREAS, the CTRMA’s mission is to implement innovative, multi-modal transportation solutions that mitigate congestion and create transportation choices that enhance the quality of life and the economic vitality in the Central Texas metropolitan region (“Central Texas”); and

WHEREAS, Capital Metro serves as the largest provider for the Central Texas area’s public transportation, including commuter rail, bus rapid transit, express bus operations, local bus operations, rideshare programs, and paratransit services (collectively referred to as the “Services”); and

WHEREAS, CAMPO produces and maintains both the Long-Range Transportation Plan and the Transportation Improvement Program for the 6-County region, including those activities involving Capital Metro and the CTRMA; and

WHEREAS, the CTRMA is advancing a program of projects that include managed/express lane elements, that shall provide reliable travel times and travel time savings to users; and

WHEREAS, these managed/express lanes are free to use for Capital Metro Services as specified under Section 370.177(a-1), Transportation Code and in Section 301.004 of the CTRMA Policy Code; and

WHEREAS, the Parties seek to coordinate the integration of P&R facilities to serve transit vehicles using the managed/express lane projects; and

WHEREAS, the Parties desire to cooperate and coordinate with each other to (i) avoid overlap or duplication of efforts, (ii) plan, develop, and construct P&R facilities in an efficient manner in order to minimize costs while maximizing mobility to all Parties, and (iii) allow the Parties to proceed with projects in a timely and cost efficient manner; and

WHEREAS, the agreement proposed by the Parties is more particularly described in the Roles and Responsibilities Section of this Agreement; and the initial listing of potential P&R Projects to be evaluated are identified as attachments to this Agreement; and

WHEREAS, the Parties represent that they have the authority to enter into this Agreement and the Parties intend to comply with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

I. Purpose

The purpose of this Agreement is to memorialize the responsibilities of the Parties regarding the planning for and the development of a P&R Initiative throughout Central Texas and to solidify the mutual relationship in developing a P&R Initiative between all Parties.

II. Description and Background

The CTRMA, Capital Metro, and CAMPO are major partners in the development of mobility solutions for the people of Austin and the surrounding metropolitan area. All Parties have worked collaboratively over the past several years in coordinating their respective projects and creating opportunities to improve mobility. Over the past two years, the Parties have identified the need to intensify their collaboration efforts and to focus on the strategic implementation of P&R facilities that will be located in optimal locations to access the managed/express lane projects being implemented by the CTRMA, to provide convenient access and travel time savings to Capital Metro customers, and addresses the planning needs of Central Texas identified by CAMPO. The P&R Initiative is a joint effort by all Parties to address mobility solutions in Central Texas. The CTRMA project corridors related to this agreement include the North MoPac Improvement Project, the South MoPac Improvement Project, US 183 North, US 183 South, SH 71 East, the Manor Expressway, and the Oak Hill Parkway. The initial listing of potential P&R project locations to be evaluated under the conditions of this agreement, are included as attachments to this agreement.

III. Roles and Responsibilities

The Parties agree to the following roles and responsibilities regarding the planning and development of P&R facilities that will benefit from the use of managed/express lanes being developed by the CTRMA.

- 1) CAMPO roles and responsibilities are agreed as follows:
 - a) Assist with the CTRMA and Capital Metro in the identification, evaluation, selection, and advancement of each P&R project; and
 - b) Include P&R projects identified in this effort in the development of the CAMPO Long-Range Transportation Plan and the Transportation Improvement Program; and amendments as needed; and
 - c) Work collaboratively with the CTRMA and Capital Metro to identify funding opportunities for P&R projects; and
 - d) Building on these efforts and other P&R projects in operation or being developed by Capital Metro and others, within their respective service areas, develop a Regional Park and Ride Plan for the 6-County CAMPO region.

- 2) Capital Metro roles and responsibilities are agreed as follows:
 - a) Coordinate with the CTRMA and CAMPO on P&R locations throughout Central Texas where transit services would benefit from the use of managed/express lane projects being undertaken by the CTRMA; and
 - b) Provide staff for project coordination on P&R site location, project development, and approval; and
 - c) Provide operating plans for each P&R location; and
 - d) Develop demand forecasting and service planning for each P&R location; and
 - e) Provide design standards and criteria for P&R facilities; and
 - f) Support public outreach for each P&R site location in conjunction with the CTRMA and CAMPO as appropriate; and
 - g) Serve as the liaison to the Federal Transit Administration as appropriate to maintain compliance with federal law and to retain project eligibility costs for federal funding support; and
 - h) Submit concepts and projects to CAMPO for inclusion in the region's long-range transportation plan and Transportation Improvement Program at the discretion of the Transportation Policy Board in accordance with a 3-C transportation planning process as specified in 23 CFR 450 and 49 CFR 613; and
 - i) Conduct operations and maintenance capacity analysis for each P&R location, and incorporate each approved P&R location into the Capital Metro operations and maintenance budget; and
 - j) Request Capital Metro board approval for all P&R locations as appropriate; and
 - k) Develop the branding logo and related marketing materials for the P&R Initiative; and
 - l) Provide Express Bus Service to each P&R location; and
 - m) Maintain operations and maintenance of each site after completion; and
 - n) Coordinate with CTRMA and CAMPO to develop and build upon this initial agreement by the development of a P&R guidelines document and corresponding policy to clearly link the P&R facility size, the managed/express lane travel time benefits, and the market assessment with a corresponding level of transit service for these P&R facilities.

- 3) The CTRMA roles and responsibilities are agreed as follows:
 - a) Coordinate with Capital Metro and CAMPO on P&R locations throughout Central Texas where transit services would benefit from the use of managed/express lane projects being undertaken by the CTRMA; and
 - b) Provide staff to lead efforts on P&R site location, project development, and approval; and
 - c) In coordination with local transit operators and/or local governments, provide site narratives, preliminary site assessments, existing conditions analysis, environmental studies, preliminary design, and other planning-level activities necessary to identify, select, and acquire property for each P&R location identified; and
 - d) In coordination with local transit operators and/or local governments, evaluate the proposed and future P&R locations for efficient travel and feasible connectivity between the points of origin and destination in relationship to the managed/express lane projects; and
 - e) Conduct public outreach for each P&R site location in conjunction with Capital Metro and CAMPO; and
 - f) Request CTRMA Board approval for all P&R locations as appropriate; and
 - g) Coordinate with CAMPO and submit concepts and projects for inclusion in the long-range Transportation Plan and Transportation Improvement Program at the discretion of the Transportation Policy Board in accordance with a 3-C transportation planning process as required under 23 CFR 450 and CFR 613; and
 - h) In coordination with local transit operators and/or local governments, lead the efforts to identify potential funding needs and alternative funding sources to advance the P&R Initiative.

- 4) Responsibilities for property acquisition, detailed design, and construction will be determined at a future time under a separate agreement when more specific information is available. Potential funding options for these efforts shall include, but not be limited to, federal and state grants, agency capital program budgeting, municipal bonding programs, and public private partnerships (P3 programs).

IV. Term

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement and end upon completion of the P&R Initiative. This Agreement shall remain in full force and effect unless superseded by a supplemental agreement. Any party may withdraw from this Agreement upon ninety (90) days notice to the other parties.

V. Termination

Any party may terminate this Agreement in whole or in part if one or both of the other parties fail to comply with any term or condition of the Agreement. The terminating party shall notify the other parties of the decision to terminate this Agreement at least ninety (90) days before the effective date of termination. The non-defaulting party may

avoid termination by correcting the reasons for termination prior to the effective date of termination stated in the notice to the satisfaction of the terminating party.

VI. Appropriations

If any of the Parties fail to receive sufficient appropriation of funds or authorization to provide for the continuation of the Agreement, or if a lawful order issued in or for any fiscal year reduces the funds appropriated or authorized in such amounts as to preclude performing the services set out herein, the Agreement shall terminate upon the delivery of written notice to the other parties that funds are no longer available without any termination charges or other liability incurring to the terminating party.

VII. Administrative Approval

The Executive Director(s) of CTRMA and CAMPO and the President/CEO of Capital Metro will have the authority to negotiate and execute amendments to this Agreement without further action of their governing bodies, but only to the extent necessary to implement and further the clear intent of the Parties governing body, and not in such a way as would constitute a substantive modification of the terms and conditions hereof or otherwise violate Chapter 791 of the Texas Government Code. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.

VIII. Miscellaneous

This Agreement represents the entire agreement between the CTRMA, Capital Metro, and CAMPO. Other agencies or municipalities may join into this MOA, as associated with future locations and in particular with the potential P&R projects included as an attachment to this agreement.

This Agreement supersedes all other agreements, understandings or commitments, written or oral, relative to the intent of this Agreement. Unless expressly provided for in this Agreement, this Agreement may not be amended or modified except pursuant to a mutual written agreement or supplemental written agreement executed by the CTRMA, Capital Metro, and CAMPO. This Agreement does not intend to, and nothing contained in this Agreement shall create any partnership, joint venture or other equity type agreement between the Parties. The Recitals set forth on Page 1 and 2 of this Agreement are incorporated herein for all purposes.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

Executed by:

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Name: Mike Heiligenstein
Title: Executive Director

Date: _____

Approved as to form:

By: _____

Date: _____

Title: _____

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Name: Linda Watson
Title: President/CEO

Date: _____

Approved as to form:

By: _____

Date: _____

Title: _____

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

By: _____
Name: Ashby Johnson
Title: Executive Director

Date: _____

Approved as to form:

By: _____

Date: _____

Title: _____

Attachment 1
Initial List of Potential Park and Ride Projects

1. North Mopac Improvement Project
 - a. Howard Lane

2. South Mopac Improvement Project
 - a. Escarpment Drive

 - b. South Bay Lane

 - c. Slaughter Lane

3. US 183 North
 - a. US 183 & 620

4. US 183 South
 - a. No P&R projects identified

5. SH 71 East
 - a. SH 71 (at SH 130 Toll)

6. Manor Expressway
 - a. US 290 (at SH 130 Toll)

7. Oak Hill Parkway
 - a. Oak Hill P&R (near ACC Pinnacle Campus)

Attachment 2 Map of Potential Park and Ride Projects

