

**INTERLOCAL AGREEMENT
BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
&
WILLIAMSON COUNTY**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Interlocal Agreement (Agreement) is entered into by and between Williamson County, a political subdivision of the State of Texas,, acting by and through its duly authorized commissioner, judge or their designee (hereinafter "Williamson County") and Capital Metropolitan Transportation Authority (Capital Metro) a transportation authority and political subdivision organized under Chapter 451 of the Texas Transportation Code, collectively referred to as the "Parties".

I. Recitals

Whereas, this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code;

Whereas, each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas or its charter;

Whereas, on or about December 4, 2009 the Parties executed an Interlocal Agreement for the Build Central Texas Program (BCT) – Suburban Communities Program to use Fiscal Year 2008 BCT funding allocated to Williamson County to complete the BCT project submitted by Williamson County;

Whereas, Capital Metro agreed to fund regional mobility and transportation projects in Williamson County Precinct 1 and Precinct 2 for a four year period (2001 through 2004) using a quarter of the revenue from its one percent sales tax (Quarter-Cent Fund);

Whereas, Capital Metro's outstanding obligation to Williamson County Precinct 2 has been fulfilled (see Exhibit D);

Whereas, Capital Metro still owes an obligation to Williamson County Precinct 1 for the Quarter Cent Fund (see Exhibit D) and Williamson County Precinct 1 would like to use the proceeds of the outstanding Quarter Cent Fund obligation and the BCT funds remaining from the 2009 BCT ILA to complete the project outlined on Exhibit A, Revised Funding Allocation and Project List.

Whereas, the Parties now desires to enter into a mutually beneficially agreement that meets the transportation mobility needs of both Parties;

Whereas, the Parties agree that the compensation paid to Williamson County in this Agreement are in amounts that fairly compensate Williamson County Performing for the services or functions described herein, and are made from current revenues available to Capital Metro; and

NOW THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

II. Build Central Texas

A. Incorporation of Documents

1. The following documents are incorporated by reference:
 - a. Exhibit A, Revised Funding Allocation and Project List;
 - b. Exhibit B, Suburban Communities Program Procedures and Guidelines
 - c. Exhibit C, Williamson County and Capital Metropolitan Transportation BCT Interlocal Agreement executed between the Parties including the BCT – Funding Allocation for FY 2008; and
 - d. Exhibit D, December 20, 2010 Letter from Linda Watson to the Honorable Dan Gattis (Williamson County Judge) discussing the Annual Report on Financial Obligation of the Capital Metropolitan Transportation Authority to Williamson County.
2. In case of conflict this ILA has priority over the Exhibits.

B. Allocation of funds and Scope of Work

1. Exhibit A includes the revised funding allocation and project list for Williamson County. Exhibit A incorporates the outstanding Quarter Cent Fund amounts and BCT funding allocated to Williamson County by the Capital Metro Board of Directors (Capital Metro Board).
2. Exhibit B sets forth the: 1. Project Criteria; 2. Schedule of Project Submittal; 3. Funding; and 4. Administration. Capital Metro, reserves the right, in its sole discretion to make amendments to the Suburban Communities Program Procedures and Guidelines, as applicable. The Parties may mutually agree to amend the project list submitted by the Suburban Communities, as applicable. The amended project list is within the scope of this agreement if it meets the Project Criteria set forth in Exhibit B and if the funding is available.

B. Roles and Responsibilities

1. Joint Responsibilities. The Parties mutually agree to work together to determine realistic program criterion and establish a list of projects that can reasonably be accomplished within the program period and funding. Projects must be completed within two (2) years of being approved by the Capital Metro Board to receive the full BCT funding. Projects not completed within two years must be re-submitted to the Capital Metro Board and re-approved to retain BCT funding.
2. Williamson County's Responsibility: In addition to the responsibilities included above, Williamson County agrees to:
 - a. Provide the Capital Metro project manager all documentation pertaining to any construction contracts; pre-construction or construction meeting minutes; copies of pay applications; change orders; progress reports; photographs; payment vouchers; and project close-out documents at the time of the project inspection.
 - b. Provide detailed reports to support all project billings and project changes.

Any request for any change in cost or the project must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables or any other aspect of the project. Capital Metro shall not be obligated to pay for services related to changes in time, scope, cost, or contractual obligations until Capital Metro and Williamson County agree in writing to the proposed change in an amendment to this Agreement or the applicable exhibit.

Williamson County shall provide Capital Metro information regarding proposed project changes and cost overruns. Project changes and cost overruns are subject to approval by Capital Metro prior to implementation of any of the work associated with the category of expense that is impacted by the cost overrun. Williamson County shall be responsible for all supplemental funding needed complete the project if it fails to obtain Capital Metro's written approval of revised cost estimates prior to implementation of the work.

Capital Metro, in its reasonable discretion, will determine the appropriate use of any cost savings associated with the project or program.

- c. Maintain regular communication with Capital Metro or Capital Metro representatives.
 - d. Provide an annual report on the program's progress will be provided to Capital Metro. Capital Metro, in its sole discretion, reserves the right to conduct an annual audit of any project funded through Capital Metro. The audit may be conducted by an independent auditor to assure maximum effective use of available funds. One (1) percent of the annual allocation from Capital Metro will be retained by Capital Metro to fund an annual audit or other administrative expenses associated with this Agreement. The yearly audit will address fiscal matters, accounting practices, and engineering practices involved in implementation of the previous year's program. In addition to the independent audit, Capital Metro reserves the right, in its sole discretion, to conduct more frequent audits using Capital Metro Internal Audit Department.
 - e. Provide the Capital Metro, or Capital Metro's representative, all requested documentation needed to conduct a project audit; this includes, but is not limited to construction contracts, change orders, payment vouchers, supply invoices, and timesheets.
 - f. Ensure all pedestrian projects and policies developed under the Project are in accordance with the requirements of the Americans with Disabilities Act.
 - g. Notify Capital Metro or its representative when the Project is complete or substantial completed.
 - h. Arrange a site visit to allow Capital Metro or its representative an opportunity to inspect the Project.
3. Capital Metro Responsibilities. In addition to the responsibilities included in Section II.B, above, Capital Metro agrees to:
- a. Provide the funding set forth in Exhibit A to Williamson County for transit-related street projects and capital mobility improvement projects.
 - b. Conduct an annual review of the funding needed to support the BCT Suburban Communities Program referenced in this Agreement. Capital Metro, in its sole discretion, reserves the right to make adjustment in the funding allocated to the BCT Suburban Communities Program if funding the BCT Suburban Communities Program has a detrimental impact to other major initiatives funded by Capital Metro. Capital metro reserves the right to reduce or suspend funding to the BCT Suburban Communities Program, as applicable. If Capital Metro deems necessary to reduce its level of funding to the BCT Suburban Communities Program in a given year, ongoing projects will have the highest priority for funding during the reduced payment years. The Parties mutually agree to amend the Agreement or Exhibits, as applicable, to address the change in funding contributed by Capital Metro.

III. Review and Development of Transit Regulations

Williamson County and Capital Metro agree to review and consider changes to the current land development regulations of the City, County or Village as necessary to ensure transit friendly or transit oriented development.

IV. Disadvantaged Business Enterprise Goals

In order to advance efforts by Capital Metro and Williamson County to increase the participation of women and minority owned businesses in publicly funded projects, Disadvantaged Business Enterprise (DBE) participation is strongly recommended. Since Capital Metro is not procuring individual contractors, the DBE participation will be implemented by Williamson. Williamson County should set its DBE participation goals using their "Small Minority Business Program" goal- setting process.

V. Payments

- A. Capital Metro shall make payments to Williamson County, under this agreement, in accordance with the schedule listed below.
 - 1. 50% of the BCT funding will be made available to Williamson County at the execution of this ILA. Funding is subject to the Capital Metro Board of Directors approving Williamson County's annual project list.
 - 2. 50% of the BCT funding will be made available upon the completion of the Project by Williamson County and Capital Metro's written acceptance of the project completion. Williamson County will notify Capital Metro when the project or construction is substantially complete or complete. Williamson County will submit its invoice to Capital Metro for the remaining 50% of the funding upon receipt of Capital Metro written acceptance of the completed project or construction.
 - 3. The amounts owed under the Quarter Cent Fund will be made available to Williamson County upon the completion of the Project by Williamson County and Capital Metro's written acceptance of the project completion. Williamson County will notify Capital Metro when the project or construction is substantially complete or complete. Williamson County will submit its invoice to Capital Metro for the total amount upon receipt of Capital Metro written acceptance of the completed project or construction.
- B. Williamson County shall submit invoices to Capital Metro to receive payment in accordance with the intervals listed above. Capital Metro shall pay all invoices in accordance with Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
- C. Capital Metro shall pay all invoices from revenue that is currently available to Capital Metro.

VI. Term and Termination

- A. The initial term of this Agreement is from the date of the last Party to sign ("Effective Date") through 09/30/2013. Capital Metro may, in its sole discretion, exercise the option to renew this Agreement for up to four (4) additional one (1) year periods contingent upon the availability of funding. Each optional additional year would start automatically on the anniversary of the effective date if the Capital Metro Board of Directors approves the funds for the Program. Capital Metro will notify Williamson County of

any changes in funding prior to the expiration of the then-current period. Notwithstanding the termination or expiration of the Agreement, certain provisions *e.g.*, indemnification, right to audit, shall survive the termination or expiration of the Agreement. Any subsequent optional renewal will be mutually agreed to by the Parties. Notwithstanding anything to the contrary, the Parties may mutually agree to terminate this Agreement at any time.

- B. This Agreement is subject to termination or cancellation, without penalty to either Party, either in whole or in part, subject to the availability of funds. If for any fiscal year, funds are not appropriated or allocated by one of the Parties to this Agreement, for such Party's performance of its obligations under this Agreement, this Agreement shall become void and the Party shall promptly give notice to the other Party that funds were not appropriated or allocated.
- C. If Capital Metro becomes subject to a legislative change, revocation of statutory authority, or lack of funds which would render Capital Metro's performance under this Agreement impossible or unnecessary, this Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Part, Capital Metro will not be liable to Williamson County for any damages, which are caused or associated with such termination, or cancellation

Pursuant to the Transit Plan update, if this Agreement is terminated before the completion of the final deliverables, Williamson County will own and be entitled to all interim work products and supporting documentation. Capital Metro will be entitled to a complete set of copies of all work products and supporting documentation.

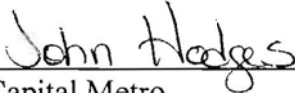
VII. General Provisions

- A. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns, including without limitation, any receivers, administrators, or trustees in bankruptcy.
- B. Severability. If any provision of the Agreement will, for any reason, be held to violate any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision will not be held to invalidate any other provisions, which other provisions will remain in full force and effect unless removal of said invalid provisions destroys the legitimate purpose of the Agreement, in which event the Agreement will be canceled.
- C. Cooperation. The Parties to this Agreement agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- D. Independent Contractor. This Agreement will not be construed as creating an employer- employee relationship, a partnership, or a joint venture between the Parties.
- E. Entire agreement. This Agreement, together with the Exhibit A and Exhibit B, represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Capital Metro, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Capital Metro Board of Directors and Williamson County.
- F. No Amendment of Other agreements. Unless otherwise expressly stipulated in this Agreement, this Agreement is separate from and is not an amendment or modification of any other agreement between the Parties.

- G. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law provisions. Both parties recognize that Williamson County and Capital Metro are subject to the Texas Open Records Act and unless accepted by that Act, documents and information in Williamson County's and Capital Metro's possession are subject to public disclosure.
- H. Venue. Venue for any action arising under this Agreement will be in Travis County, Texas.
- I. Interpretation of Laws and Authorities. All federal and state contractual provisions, as applicable, will be included in any corresponding contracts or procurements by the Parties. The Parties shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into by the individual Party in support of the contract work. The Parties will retain responsibility for ensuring that the performances rendered under any subcontracts comply with all requirements of this Agreement as if the respective Party, entering into the subcontract, rendered such performances. In no event does this provision relieve each Party of its individual responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement.
- J. Notices. Any notice given hereunder by either Party to the other will be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

Williamson County: Williamson County Commissioner Pct. 1
1801 E. Old Settlers Boulevard #110
Round Rock, TX 78664
(512) 244-8610

Capital Metro:


Capital Metro
2910 East 5th Street
Austin, Texas 78702

- K. **THE PARTIES AGREE THAT EACH GOVERNMENTAL ENTITY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE 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, TORT OR OTHER ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

VI. Signatories

This Agreement is hereby accepted and agreed to by the following individuals or officers who are duly authorized to bind the Parties as set forth above:

**Capital Metropolitan
Transportation Authority**

By: [Signature]

Linda S. Watson

President/CEO

Date: 9/2/11

Approved as to form:

By: [Signature] 9/22/11

Denise S. Young, Staff Attorney

Williamson County

By: [Signature]

Name: _____

Title: _____

Date: 09-14-2011

Approved as to form:

By: _____

(Authorized County Official)

EXHIBIT A
PROJECT LIST AND FUNDING ALLOCATION
WILLIAMSON COUNTY PRECINCT 1
HB586478

FISCAL YEAR	PROJECT LIST	ALLOCATION AMOUNT	ALLOCATION TYPE
2001	Construction of a prefabricated steel pedestrian bridge along with bridge abutments and necessary trail improvements to connect with an existing pedestrian trail and sidewalks. Additionally funds may be used for the installation of new sidewalk, sidewalk repair, or transit roadway repaving	\$17,231.00	Quarter Cent
2002		\$13,709.00	Quarter Cent
2003		\$4,866.00	Quarter Cent
2004		\$8,184.00	Quarter Cent
2009		193,172 .00	BCT
TOTAL		\$237,162.00	Combined

EXHIBIT B
BUILD CENTRAL TEXAS –
SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES
HB586478

INTRODUCTION

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Suburban Communities Program project proposals. Capital Metro Capital Projects Group Department staff will be available to assist with any questions that may arise regarding the Suburban Communities Program by calling Capital Projects Group at 512.389.7444.

PROJECT DEVELOPMENT GUIDELINES

Project Criteria

1. Projects must be Capital in nature and transportation-related.
2. Strong preference is given to projects that are directly on a transit route.
3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
4. Joint funding of projects between Capital Metro, the Suburban Community, and other financing sources is encouraged.
5. Project categories include Street Resurfacing and Improvements, Mobility Improvements, and Transit Capital Improvements.
6. Transit street projects are given priority for resurfacing over non-transit streets. Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last five years and are in good condition. Written verification of resurfacing must be submitted.
7. **Transit Capital Improvements:** Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows. To be eligible, projects must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the individual Suburban Community that the projects submitted to Capital Metro meet the eligibility requirements of being along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.

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8. **Street Resurfacing and Improvements:** Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on former, current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition, as determined by Capital Metro staff.
9. **Mobility Improvements:** Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related pedestrian and bicycle projects are defined as those projects which use various transportation methods to providing multi-modal access to homes, business, public facilities and which provide improved access to transit facilities or services.

Project Submittal

The project manager will inform each Suburban Community of any significant changes that have occurred to the Suburban Communities Program – Procedures and Guidelines. Upon notification from Capital Metro to the Suburban Community that the Suburban Communities Program has been approved and funded by the Capital Metro Board for the current fiscal year, the Suburban Community will submit its projects list for that year. The Suburban Community's projects list must include all new projects as well as any previously approved unfinished projects and their status. The Capital Metro project manager will review the proposed projects and provide guidance to the respective Suburban Communities as applicable. Final project proposals should be in letter form and directed to the Capital Metro project manager at the following address:

Capital Metropolitan Transportation Authority
Capital Projects Group
2910 East Fifth Street
Austin, Texas 78702

The Capital Metro project manager will submit proposed project lists for the Suburban Communities to the Board of Directors for consideration and approval.

Requests for modifications to project lists or any substitution of the projects previously approved by the Capital Metro Board of Directors must be submitted in writing to the Capital Metro project manager. Written approval by the Capital Metro's project manager of proposed changes is required for Build Central Texas funding to be applied.

EXHIBIT B
BUILD CENTRAL TEXAS –
SUBURBAN COMMUNITIES PROGRAM PROCEDURES AND GUIDELINES
HB586478

Funding

1. Capital Metro will review funding of the Program annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by that year's Suburban Communities Program allocation. If in any year Capital Metro's funding of the Suburban Communities Program is less than originally anticipated at the time of the agreement's adoption, ongoing projects will have the highest priority for funding during reduced payment years. Funding will be allocated annually as approved by the Capital Metro Board of Directors.
2. **Interest:** All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to which the funding will be allocated and submit in writing a project modification request to the Capital Metro project manager.

Administration

1. Each Suburban Community shall provide either a press release or public relations event annually to communicate the start of the program to the public.
2. For a project over \$10,000.00 in cost, a "BCT – CAPITAL METRO FUNDED PROJECT" sign must be posted on the site during construction identifying Capital Metro as the funding source during the construction phase.
3. The Suburban Community is responsible for billing Capital Metro upon completion or substantial completion of the project in accordance with the terms of the then current ILA. The bill should be in letter form to the Capital Metro project manager and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc. A photograph of the completed project(s) is also recommended.
4. The Suburban Community is responsible for notifying the Capital Metro project manager upon completion or substantial completion of a project. The Suburban Community is also responsible for arranging a site visit with the Capital Metro project manager to inspect the project.
5. The Suburban Community shall provide the Capital Metro project manager with any documentation pertaining to the construction contract, pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents, at the time of project inspection.
6. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project

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development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released. Emergency projects deemed by the Suburban Community to be of grave public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.

7. The Suburban Community is responsible for informing the Capital Metro project manager in a timely manner of any substantial delays or alterations in the project scope of work.

Exhibit C
Williamson County and Capital Metropolitan Transportation BCT Interlocal Agreement
Funding Allocation for FY 2008
HB586478

INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
STATE OF TEXAS
COUNTY OF TRAVIS

This agreement is made by and between Williamson County, a political subdivision of the State of Texas, acting by and through its duly authorized County Commissioner, Judge or their designee, (hereinafter "the Suburban Community") and Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas, created and exercising its authority in accordance with Chapter 451, Texas Transportation Code, acting by and through its duly authorized President/CEO, or their designee, (hereinafter "Capital Metro").

WITNESSETH:

WHEREAS, Capital Metro has developed a program called the Build Central Texas Program (BCT) – Suburban Communities Program (the "Suburban Communities Program") and desires to enter into an agreement to meet the transportation mobility needs to the mutual benefit of Capital Metro and the individual communities in the Capital Metro service area; and

WHEREAS, Capital Metro and the Suburban Community intend to enter into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, it is agreed as follows:

ARTICLE I

PURPOSE AND TERM

Section 1. The Suburban Communities Program is a commitment to the transportation infrastructure needs between the Suburban Community and Capital Metro, to be funded by Capital Metro subject to Article I, Section 6. This Agreement replaces any previous Agreements and the associated approved projects lists. Exhibit "A", BCT- Funding Allocation for FY 2008, which is attached hereto is made part of this Agreement provides the

Exhibit C
Williamson County and Capital Metropolitan Transportation BCT Interlocal Agreement
Funding Allocation for FY 2008
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amount of funding allocated to the Suburban Community by the Capital Metro Board of Directors (hereinafter "Board") for Fiscal Year 2008.

Section 2. Exhibit "B", Suburban Communities Program Procedures and Guidelines which is attached hereto is made part of this Agreement provides information regarding: 1.) Project Criteria, 2.) Schedule of Project Submittal, 3.) Funding, 4.) Payments, and 5.) Administration. The Suburban Communities Program Procedures and Guidelines may be amended as deemed necessary by Capital Metro.

Section 3. Capital Metro and the Suburban Community agree to work closely together in determining a realistic program and list of projects which can reasonably be accomplished within the program period and funding. Projects which are still outstanding after two years from approval by the Board will require resubmittal in order to retain funding.

Section 4. As part of the Suburban Communities Program, Capital Metro agrees to provide funding to the Suburban Community for both transit-related street and capital mobility improvement projects as defined in Exhibit B.

Section 5. All pedestrian projects and policies developed through the Suburban Communities Program will be developed in keeping with the requirements of the Americans with Disabilities Act (ADA).

Section 6. Capital Metro funding will be reviewed annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by that year's Suburban Communities Program allocation. If in any year Capital Metro's funding of the Suburban Communities Program is less than originally anticipated at the time of the agreement's adoption due to a significant need for the funds for another major initiative, ongoing projects will have the highest priority for funding during the reduced payment years.

Section 7. Capital Metro and the Suburban Community agree to work together to pursue federal and state funds to support the Suburban Communities Program and projects.

**ARTICLE II: REVIEW AND DEVELOPMENT OF TRANSIT
REGULATIONS**

The Suburban Community and Capital Metro agree to review and consider changes to the current land development regulations of the City, County or Village as necessary to ensure transit friendly or transit oriented development.

Exhibit C
Williamson County and Capital Metropolitan Transportation BCT Interlocal Agreement
Funding Allocation for FY 2008
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ARTICLE III: DISADVANTAGED BUSINESS ENTERPRISE GOALS

In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of women and minority owned businesses in publicly funded projects, Disadvantaged Business Enterprise (DBE) participation is strongly recommended. Since Capital Metro is not procuring individual contractors the DBE participation will be implemented by the individual Suburban Communities. Each Suburban Community should set its DBE participation goals using their "Small Minority Business Program" goal-setting process.

ARTICLE IV: PAYMENTS

Section 1. A 50% payment will be made to the Suburban Community within 60 days following the completion of all the following conditions:

- Commencement of the new fiscal year;
- Approval by the Capital Metro Board of Directors of the Suburban Community's annual project proposals; and
- Staff determination that project lists are complete.

The Suburban Community agrees to notify the Capital Metro project manager upon completion or substantial completion of a project. The Suburban Community agrees to arrange a site visit with the Capital Metro project manager to inspect the project. The Suburban Community also agrees to provide the Capital Metro project manager with any documentation pertaining to the construction contract, pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents, at the time of the project inspection.

The Suburban Community will provide detailed reports to support all project billings. Any cost overruns on projects or programs funded by Capital Metro are subject to approval by Capital Metro prior to implementation of any of the work associated with the category of expenses which are impacted by the cost overrun. Failure to acquire Capital Metro approval of revised cost estimates prior to implementation will require the Suburban Community to provide the supplemental funding as needed to complete the project at the revised level. If there are any cost savings associated with a Capital Metro funded project or program,

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Capital Metro has the sole right to determine the appropriated use of the cost savings. Capital Metro will not unreasonably withhold approval.

Capital Metro agrees that upon substantial completion of the project and satisfactory receipt of billing information the remaining 50% payment will be made to the Suburban Community within 45 days.

Section 2. Payments made by Capital Metro in meeting Capital Metro's obligation under this Agreement shall be made from current revenue funds available to Capital Metro.

ARTICLE V: NOTICE AND AUDITS

Section 1. Any notice given pursuant to this Agreement by either party to the other shall be in writing and may be by hand delivery or by registered certified mail, postage prepaid, return receipt requested and delivered or mailed to the proper party at the following address:

WILLIAMSON COUNTY THE HONORABLE LISA BIRKMAN
Williamson County, Precinct 1
400 West Main Street, Suite #216
Round Rock, Texas 78664

CAPITAL METRO PRESIDENT/CEO
Capital Metro Transportation Authority
2910 East Fifth Street
Austin, Texas 78702

Any of the above may change their designated address by giving notice as provided in this subsection. Written notice hand delivered pursuant to this agreement will be deemed effective immediately. Written notice sent by registered mail or certified mail pursuant to this agreement will be deemed effective three(3) days after deposit in a U.S. Post Office or in a U.S. Mail box.

Section 2. In addition to regular communications at a staff level, a report on the program's progress will be provided to Capital Metro. An annual audit of projects funded by Capital Metro through the Build Central Texas Program may be conducted by an independent auditor to assure maximum effective use of available funds. The audit expense will be funded from Capital Metro's annual contribution to the Suburban Communities Program. One (1) percent of the annual allocation from Capital Metro will be retained by Capital Metro to fund an annual program audit and/or other expenses associated with program administration. Each year's audit will address fiscal, accounting and engineering practices involved in implementation of the previous year's Program. In addition to

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the independent audit, Capital Metro reserves the right to conduct more frequent audits through the Capital Metro Internal Audit Department.

The Suburban Community agrees to provide the Capital Metro project manager, Capital Metro internal auditor, or Independent auditor any documentation necessary to conduct a project audit such as construction contracts, any change orders, payment vouchers, supply invoices, and timesheets.

ARTICLE VI: INDEMNITY

The Suburban Community, its contractors, subcontractors and suppliers shall to the extent permitted by law, defend, indemnify and save harmless Capital Metro, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for, or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of the Suburban Community or any of its contractors, subcontractors, or anyone directly or indirectly employed by or under the supervision of them in the performance of this contract, and shall in all ways hold Capital Metro, its officers, agents and employees harmless from any such claims, losses or damages.

Capital Metro and its staff, shall to the extent permitted by law, defend, indemnify and save harmless the Suburban Community, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for, or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of Capital Metro and their staff, or anyone directly or indirectly employed by or under the supervision of them in the performance of this contract, and shall in all ways hold the Suburban Community, its officers, agents and employees harmless from any such claims, losses or damages.

ARTICLE VII: MISCELLANEOUS PROVISIONS

Section 1. This agreement shall be governed by the law of the United States of America, and the laws of the State of Texas. Any law suit and litigation arising out of or related to this agreement by law will take place in Williamson County, Texas.

Section 2. In case any one or more provisions contained in the agreement shall for any reason be held to be unconstitutional, void, illegal or

Exhibit C
Williamson County and Capital Metropolitan Transportation BCT Interlocal Agreement
Funding Allocation for FY 2008
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unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect any remaining portions of the Agreement, and this Agreement shall be construed as if such unconstitutional, void, illegal or unenforceable provision had never been contained herein.

Section 3. In the event the performance by the Suburban Community or Capital Metro of any of its obligations or undertakings hereunder shall be interrupted or delayed by an occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct by a jurisdiction other than the Suburban Community or Capital Metro or the act or conduct of any person or persons not a party to this Agreement, then it shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects of such occurrence on the obligations in question.

Section 4. Except as otherwise expressly provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

Section 5. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein for the term of this Agreement. This Agreement may not be amended, modified, discharged, or changed in any respect whatsoever except by a further Agreement in writing duly executed by the parties hereto.

Section 6. This Agreement may be terminated by either party upon delivery of written notice, effective the beginning of the next fiscal year, with notice delivered no later than March 31st of the previous Capital Metro fiscal year. In no event will such termination effect the obligation of the Suburban Community to diligently pursue completion of projects previously approved for funding, nor shall the decision to terminate this Agreement effect Capital Metro's obligation to make payments for work completed on projects previously approved for funding.

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IN TESTIMONY WHEREOF, the parties have caused these presents to be executed in duplicate, to be effective as of the last party to sign.

WILLIAMSON COUNTY

CAPITAL METROPOLITAN
TRANSPORTATION AUTHORITY

By: 

By: 

NAME: DAN A. GATTIS _____

NAME: Fred Gilliam _____

TITLE: COUNTY JUDGE _____

TITLE: President / CEO _____

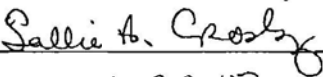
DATE: 12-4-07

DATE: 11-30-2007

Approved as to Form:

Chief Counsel: Sallie Crosby





Date: 12-10-07

Date: 11-30-07

Attest: Nancy E. Renter

Date: 12-5-09

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EXHIBIT A

BCT- FUNDING ALLOCATION FOR FY 2008

SUBURBAN COMMUNITY	FY08
WILLIAMSON COUNTY PCT. 1	\$139,057

NOTE: The funding allocation for FY 09 will be determined by the Capital Metro Board of Directors in September of 2008.

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EXHIBIT B

BUILD CENTRAL TEXAS – SUBURBAN COMMUNITIES PROGRAM
PROCEDURES AND GUIDELINES

INTRODUCTION

The Build Central Texas – Suburban Communities Program was established by Capital Metro to finance transportation projects that are of mutual benefit to Capital Metro and the respective communities in the Capital Metro service area. The Capital Metro Board of Directors created the Suburban Communities Program to ensure that the suburban cities and portions of counties in the Capital Metro service area also benefit from the Build Central Texas Program.

The following procedures and guidelines are provided to assist the Suburban Communities in Capital Metro's service area with developing and administering their annual Suburban Communities Program project proposals. Capital Metro Capital Projects Group Department staff will be available to assist with any questions that may arise regarding the Suburban Communities Program by calling 512.389.7444 or 512.389.7448.

PROJECT DEVELOPMENT GUIDELINES

Project Criteria

1. Projects must be Capital in nature and transportation-related.
2. Strong preference is given to projects that are directly on a transit route.
3. Strong preference is given to projects that directly improve transit service, traffic safety, or passenger convenience.
4. Joint funding of projects between Capital Metro and the Suburban Community, and/or other financing sources, is encouraged when financially feasible.
5. Project categories are Street Resurfacing and Improvements, Mobility Improvements and Transit Capital Improvements.
6. Transit streets have a priority for resurfacing over non-transit streets, Funding may be applied to the repair of non-transit streets provided all of a Suburban Community's transit streets have been resurfaced in the last

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five years and are judged to be in good condition. Written verification of resurfacing must be submitted.

7. **Transit Capital Improvements:** Includes sidewalks, sidewalk curb ramps, safety signage, electronic pedestrian signals, walkway lighting and hike and bike facilities, passenger amenities such as shelters, benches, landscaping, bus stop lighting, concrete bus pads, and roadway improvements that improve traffic safety or traffic flows. To be eligible, projects must be along a transit route or directly leading to a transit route or transit facility, unless otherwise approved by Capital Metro. A statement from the individual Suburban Community that the projects submitted to Capital Metro meet the eligibility requirements of being along or directly leading to a transit route must be included in the proposed project list when submitted to Capital Metro.
8. **Street Resurfacing and Improvements:** Includes asphalt and concrete resurfacing of streets, street reconstruction, and construction of new streets which will serve as transit corridors. Street repair and maintenance should focus on former, current and future transit routes. Street projects may only include non-transit related roadways when all transit roadways are in an improved condition, as determined by Capital Metro staff.
9. **Mobility Improvements:** Includes planning, review, and implementation of programs and projects which have a benefit to transit service and include the planning for, review of, and implementation of intersection improvements, signal timing changes, widening of roadways, signage, lighting, bicycle and pedestrian improvements, and other mobility enhancement projects and programs. Transit-related pedestrian and bicycle projects are defined as those projects which use various transportation methods to providing multi-modal access to homes, business, public facilities and which provide improved access to transit facilities or services.

Project Submittal

The project manager will also inform each Suburban Community of any significant changes that have occurred to the Suburban Communities Program – Procedures and Guidelines. Upon notification from Capital Metro to the Suburban Community that the Suburban Communities Program has been approved and funded by the Capital Metro Board for the current fiscal year, the Suburban Community will be requested to submit a "new" projects list for that year. The purpose of the project list is to allow the Capital Metro project manager to review the proposals and provide guidance to the respective Suburban Communities before submittal for approval to the Capital Metro Board of Directors. Final project proposals should be in letter form and directed to the Capital Metro project manager at the following address:

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Capital Metropolitan Transportation Authority
Capital Projects Group
2910 East Fifth Street
Austin, Texas 78702

The Capital Metro project manager will submit proposed project lists for the Suburban Communities to the Board of Directors for consideration and approval.

Requests for modifications to project lists or any substitution of the projects previously approved by the Capital Metro Board of Directors must be submitted in writing to the Capital Metro project manager. Written approval by the Capital Metro's project manager of proposed changes is required for Build Central Texas funding to be applied.

Funding

1. Funding for the Suburban Communities Program has been established by the proportion of the Capital Metro service area population that resides outside the City of Austin. Each Suburban Community is allocated a base funding level of \$30,000.00. An additional level of funding will be distributed on a per capita allocation to each Suburban Community based on the 2000 Census from the United States Department of Commerce.
2. Capital Metro funding will be reviewed annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by that year's Suburban Communities Program allocation. If in any year Capital Metro's funding of the Suburban Communities Program is less than originally anticipated at the time of the agreement's adoption due to a significant need for the funds for another major initiative, ongoing projects will have the highest priority for funding during reduced payment years.
3. Projects are funded on an annual basis. Projects which are still outstanding after two years from Board approval will require resubmission in order to retain funding, unless otherwise agreed in advance.
4. **Interest:** All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to

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which the funding will be allocated and submit in writing a project modification request to the Capital Metro project manager.

Payments

1. A 50% payment will be made to the Suburban Community within 60 days following the completion of all the following conditions:
 - Commencement of the new fiscal year;
 - Approval by the Capital Metro Board of Directors of the Suburban Community's annual project proposals; and
 - Staff determination that project lists are complete.
2. The Suburban Community is responsible for notifying the Capital Metro project manager upon completion or substantial completion of a project. The Suburban Community is also responsible for arranging a site visit with the Capital Metro project manager to inspect the project.
3. The Suburban Community is responsible for billing Capital Metro upon completion or substantial completion of the project. The bill should be in letter form to the Capital Metro project manager and have attached photocopies of any documentation pertaining to the cost of the project such as construction contracts, supply invoices, timesheets, change orders, contractor pay vouchers, etc. A photograph of the completed project(s) is also recommended.
4. Projects that are not competitively contracted will only be reimbursed for directly related costs. No indirect costs will be covered. It is a requirement under this Agreement that the Suburban Community will so state in their submitted projects list that all projects will be competitively bid noting any exceptions for emergency projects. Direct costs that are covered include the categories of project development, project design, and project construction. A letter or agreement detailing eligible costs will be required for projects that are not competitively contracted before final payment is released. Emergency projects deemed by the Suburban Community to be of grave public necessity and necessary to meet unusual and unforeseen conditions are exempt from the competitive contracting requirement.
5. The Suburban Community shall provide the Capital Metro project manager with any documentation pertaining to the construction contract, pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents, at the time of project inspection.

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6. Upon substantial completion of the project and satisfactory receipt of billing information the remaining 50% payment will be made to the Suburban Community within 45 days.

Administration

1. Each Suburban Community shall provide either a press release or public relations event annually to communicate the start of the program to the public.
2. For a project over \$10,000.00 in cost, a "BCT – CAPITAL METRO FUNDED PROJECT" sign must be posted on the site during construction identifying Capital Metro as the funding source during the construction phase.
3. The Suburban Community is responsible for informing the Capital Metro project manager in a timely manner of any substantial delays or alterations in the project scope of work.

Exhibit D
December 20, 2010 Letter from Linda Watson to the Honorable Dan Gattis
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CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

2910 East Fifth Street, Austin, Texas 78702 | tel 512.389.7400 | fax 512.369.6596 | www.capmetro.org



December 20, 2010

The Honorable Dan Gattis, Jr.
County Judge
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

Re: Annual Report on Financial Obligation of the Capital Metropolitan Transportation Authority to the Williamson County

Dear JudgeGattis:

Section 451.460 of the Texas Transportation Code, which was added during the 2009 regular session of the Texas Legislature, requires Capital Metro to provide an annual report to each municipality or county in the Authority regarding "the status of any financial obligation of the authority to the municipality or county." I am writing to provide that report.

Capital Metro and Williamson County currently work together through three separate Interlocal Agreements which create ongoing financial obligations of the Authority to the County. These are (1) the Interlocal Agreements for Regional Mobility and Transportation Projects for Williamson County, Precinct 1; (2) the Interlocal Agreements for Regional Mobility and Transportation Projects for Williamson County, Precinct 2; and (3) the Interlocal Agreements for the Build Central Texas Programs. This report shows current obligations under these agreements.

The first of these agreements—for regional mobility and transportation projects—is the result of a 2003 agreement under which Capital Metro agreed to share a quarter of the revenue from its one percent sales tax for a four-year period under what was called the Quarter-Cent Fund. The quarter-cent funds are paid out when the city sends an invoice to show that the approved project work has been completed. The table on the following page shows the schedule of Capital Metro's obligations to Williamson County, Precincts 1 and 2 under the agreement. As you can see, Capital Metro has an outstanding obligation of \$43,990 to Williamson County, Precinct 1 and no outstanding obligation to Precinct 2 under this agreement.

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	Williamson County Precinct 1	Williamson County Precinct 2
2001	\$17,231	\$17,231
2002	\$13,709	\$13,709
2003	\$4,866	\$4,866
2004	\$8,184	\$8,184
Total Allocated	\$43,990	\$43,990
Payments as 9/30/2010	\$0	-\$43,990
Total Remaining	\$43,990	\$0

Second, the ten suburban communities within the Capital Metro service area, including Williamson County, are participants in the Build Central Texas (BCT) program. The program is dedicated to investing in infrastructure that supports transportation, such as funding street rehabilitation and reconstruction, transit corridor improvements, sidewalks, curb ramps and hike-and-bike trails.

BCT funds are paid out by Capital Metro when an invoice is presented, and the work has been complete and inspected by Capital Metro. A county is advanced 50 percent of the funds after the BCT allocation is approved by the Board. The county must request the 50 percent funding.

Under this interlocal agreement between Capital Metro and Williamson County, Precinct 1, Capital Metro had a total obligation of \$193,172 outstanding as of September 30, 2010.

Capital Metro appreciates the opportunity to work with the County to promote safe, efficient and effective transportation within the County and the Central Texas area, and the Authority particularly appreciates your leadership and that of the Commissioners' Court on this vital economic issue. I look forward to continuing to work with you for the benefit of our community and region.

If you have questions about this report or need further information, please do not hesitate to contact me.

Yours truly,

Linda Watson
President/CEO

c: The Honorable Lisa Birkman, Commissioner, Precinct 1
The Honorable Cynthia Long, Commissioner, Precinct 2