

EXHIBIT

“A”

Memorandum of Understanding between the Capital Metropolitan Transportation Authority and the City of Round Rock Regarding the Provision of Federal Transit Administration Section 5307 Program Funds

This Memorandum of Understanding (“MOU”) regarding the provision of Federal Transit Administration Section 5307 Program Funds is executed by and between the City of Round Rock (“City”) a local government public entity and the 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.” Accordingly, the Parties set forth their intent and understandings as follows:

I. PURPOSE

Capital Metro is the designated recipient (“Designated Recipient”) of Section 5307 Program funding apportioned by the Federal Transit Administration (“FTA”) for the Austin urbanized area. This MOU outlines the Parties’ mutual intent and understanding with respect to Capital Metro’s authorization of City as a direct recipient of FTA Section 5307 Program funds. City and Capital Metro agree to work cooperatively and in good faith in the manner set forth herein.

II. KEY TERMS

- A.** The Parties will comply with the requirements of the Urbanized Area Formula Funding Program (49 U.S.C. 5307).
- B.** Since City is not a member city of the Capital Metro transit system, City would like to become a direct recipient (“Direct Recipient”) of a share of the Section 5307 Program funding apportioned to Austin urbanized area (“FTA Section 5307 Program Funds”).
- C.** During the term of this MOU, City is authorized to apply for a share of Section 5307 Program Funds apportioned and distributed to Capital Metro, as Designated Recipient for the Austin urbanized area, based upon the distribution formula established by the FTA for Section 5307 Apportionment Formula Distribution of Available Funds during FTA fiscal years 2021 (October 1, 2020 – September 30, 2021) and 2022 (October 1, 2021 – September 30, 2022) (each a “FTA Fiscal Year”).
- D.** The distribution of any amounts payable to City as a Direct Recipient is contingent upon the successful apportionment and distribution of Section 5307 funds to Capital Metro as the Designated Recipient for the Austin urbanized area for FTA Fiscal Years 2021 and 2022. If the FTA does not apportion or distribute Section 5307 Program Funds to Capital Metro as the Designated Recipient, City will not be eligible to receive Section 5307 Program Funds as a Direct Recipient. If the FTA reduces the amount of Section 5307 Program Funds available to Capital Metro as the Designated Recipient, City’s share of funding will be based upon the reduced amount. Capital Metro will not be liable to City for any damages, which are caused or associated with

any FTA changes to the amounts apportioned or distributed to the Austin urbanized area under the Section 5307.

- E. Capital Metro is not obligated to provide any technical assistance or technical support to City beyond the requirements of FTA Circular 9030.1E.
- F. City's designation as a Direct Recipient requires the approval by the Capital Metro Board of Directors and the Round Rock City Council.
- G. Capital Metro will not provide technical support or assistance beyond any that may be required by the FTA when a Designated Recipient authorizes another public entity to be a Direct Recipient.

B. Capital Metro's Responsibility:

- A. Capital Metro will remain the Designated Recipient of Section 5307 Program Funds apportioned by the FTA for the Austin urbanized area;
- B. Capital Metro authorizes City to be a Direct Recipient of a share of the Section 5307 Program Funds apportioned to the Austin urbanized area based on the distribution formula established by the FTA for Section 5307 Apportionment Formula Distribution of Available Funds during FTA Fiscal Years 2021 and 2022; and
- C. Capital Metro's authorizes this designation once to include all grant applications for FTA Section 5307 Program Funds submitted by City to FTA during the term of this MOU.

C. Round Rock Responsibility:

- A. City will remain an eligible FTA grantee for the provision of transit services and construction of transit facilities;
- B. As a Direct Recipient, City will use FTA Section 5307 Program Funds to support the planning, capital development and operation of transit services for the Round Rock community;
- C. City shall comply with all provisions of FTA Circular 9030.1E, Urbanized Area Formula Program: Program Guidance and Application Instructions, Chapter II, Section 8, Applicants Other than Designated Recipients, including but not limited to providing its local share of matching; and
- D. City shall comply with all applicable requirements set forth in state or federal law, regulations, policies, and administrative practices.

III. TERM OF MOU

This MOU will be executed and effective as of the date of the last Party to sign (the "Execution Date") and expire on the last day of the FTA Fiscal Year 2022. The Parties may mutually agree, in writing, to extend the term of this MOU. This MOU may be terminated or modified by thirty (30) day advanced written notice by either Party. In the event that either Party shall be in default of its material obligations under this Agreement

and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this MOU may be terminated at the option of the Party not in default upon expiration of the thirty (30) day period.

IV. INCORPORATION OF DOCUMENTS

This MOU incorporates by reference the following attachments:

- A.** Attachment A, resolution of the Capital Metro Board of Directors approving this MOU.
- B.** Attachment B, Resolution of the Round Rock City Council approving this MOU.

V. MISCELLANEOUS

- A.** This MOU constitutes the entire MOA between Capital Metro and City. No other terms and conditions are applicable, unless amended and agreed to by both Parties.
- B.** By execution of this MOU, neither Party waives or relinquishes any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

VI. SIGNATORY

This MOU 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

City of Round Rock

By:_____

Randy Clarke
President/CEO

Date:_____

By:_____

Craig Morgan
Mayor

Date:_____

Approved as to form:

CMTA Legal Department

Attachment A
Capital Metro Board of Directors Resolution

[To be attached after approval.]

Attachment B
Round Rock City Council Resolution

[To be attached after approval.]