Greg Canally

Company: Capital Metropolitan Transportation Authority (CMTA)
Address: 2910 E 5th Street, Austin, TX 78702 USA

Requisition: Chief Financial Officer/Chief Development Officer (req139)
Email: [redacted]
Phone: 5127917674 552.101
Address: [redacted]
United States

Application Received: 12/4/2020
Source: ATP Career Site
Applicant Type: External

Application Contents

Resume/CV: Canally_CV_Dec_2020.pdf	2
Cover Letter: Cover Letter	5
Structured Resume	6
Prescreening Questions	7
CERTIFICATION	10

GREG CANALLY

[redacted] • Austin, Texas 78704 • [redacted]
Cell: (512) 791-7674

552.101

SUMMARY OF QUALIFICATIONS

Executive-level management for City of Austin, Texas
Deputy Chief Financial Officer / Interim Chief Financial Officer, Budget Officer, Capital Improvement Program Budget Manager

Focused, driven and strategic leader with a keen interest and comprehensive understanding of organizational policies, operations and processes

- Qualifications:
  - Financial and operational functions, such as Budgeting, Purchasing, Controller's, Capital Contracting, Performance Management, Treasury, Building Services, and Economic Development
  - Innovative driver for the use of technology to improve efficiency, effectiveness, and transparency
  - Highly focused in assessing, training, motivating and retaining high quality staff at all levels who are aligned toward strategic outcomes
  - Trusted as a strategic thinker about organizational systems
  - Clear communicator about tasks, goals, and vision

- Lead on major City/Community initiatives:
  - *Project Connect, Austin's High Capacity Transit Plan*
  - *Austin's first-ever P3 transactions to deliver 500,000 sf of new build-to-suit City office facilities*
  - *City effort to bring Major League Soccer team to Austin resulting in Austin FC*
  - *The University of Texas placemaking study on Convention Center district*
  - *$925 million General Obligation Bond Program election*
  - *City's new Strategic Plan, SD23*
  - *Waller Creek Chain of Parks $400 million P3 effort with Waterloo Greenway*
  - *City's new Chapter 380 Economic Incentive Policy*
  - *Collaborative community-wide team building as Austin's ARRA Stimulus "Czar"*

PROFESSIONAL EXPERIENCE

City of Austin, Austin, TX — 1997-1998, 2000 – Present

Deputy Chief Financial Officer — 2008 – 2016, 2018 - Present
Interim Chief Financial Officer — *2016 - 2018*

Provide supportive executive leadership for City's Financial Services Department, with a $40 million budget and 256 employees; and for Economic Development Department (2017-2019) consisting of 74 employees with a $49 million budget

- Cash & investment management services for $1 billion investment pool, and debt issuance/management on $1.0 billion outstanding general obligation debt and $4.5 billion in outstanding utility debt
- Total bond issuances of $8.4 billion
- Conduct annual meetings with Credit Rating agencies
- Oversee city-wide procurement with 500+ annual new contracts totaling over $1billion in authorization
- Launched on-line "eCatalog" and "eCheckbook" providing transparent reporting on City's contracts and expenses; and "Vendor Connection", an on-line portal for vendors to register, track solicitations and contracts
- Initiated implementation of business intelligence financial reporting system

- Executive lead on city's first-ever Strategic Facility Plan & Roadmap for nearly 250 facilities, and created the Strategic Facility Governance Team to oversee corporate facility and real estate actions, leading to city's first ever P3 transactions for build-to-suit City administrative facilities
- Provide financial leadership for economic development efforts such as Green Water Treatment Plant, Seaholm District, and Mueller Redevelopment
- Led and conducted Tax Increment Financing studies for transit/mobility/special districts
- Financing and strategic leadership for various large infrastructure projects including Project Connect, Mobility Bonds and New Central Library
- Oversaw Building Services Office, consisting of Building Services Officer and 145 employees, with a $9.5 million budget, providing custodial, maintenance and property management for city facilities
- Executive Lead / City Point person for ARRA Federal Stimulus, securing over $80 million across twenty programs, providing oversight and reporting, and lead the effort to create an Intergovernmental Stimulus Steering Committee consisting of the City, School District, County and other local governmental entities

Budget Officer 2005 – 2008

Lead staff of 20+ in the annual development, delivery, monitoring, and reporting of the city's $2.8 billion operating budget and $500 million capital budget

- Annually produced and presented five-year integrated financial forecast to City Council
- Developed annual budget process for City Manager, including processes and evaluation criteria for budget "adds" and budget "cuts"
- Provided structurally balanced proposed budget to City Council four consecutive years, all unanimously approved
- Created strategic process for eliminating $8 million budget 2008 mid-year budget deficit, $25 million 2009 budget deficit, and an additional $20 million 2009 mid-year shortfall
- Conducted first-ever citizen focus group during budget development, to compliment annual citizen survey, and on-line budget exercises
- City's executive lead on the successful $567 million 2006 general obligation bond election, including needs assessment, staffing the citizen bond committee, City Council approval, and implementation oversight
- Implemented eCOMBS, a custom-built web-based budget development and monitoring system, fully integrated with the financial and payroll systems

CIP Budget Manager 2000 – 2004

- Responsible for annual development of the city's five-year Capital Improvement Program plan, working with finance and project staff throughout the organization
- Monitored and reported on capital improvement projects; and provided creative financial and operational solutions for projects
- Lead implementation of eCAPRIS, a GFOA award winning custom-built web-based integrated capital planning and monitoring system consisting of project related financial data, schedule data, performance data, solicitations and contracts

Other Employment

- HDR Engineering, project manager/economist for water resource planning, Austin, TX 1998 – 2000
- City of Austin, Budget Analyst, Budget Office, Austin, TX 1997 – 1998
- ABN-AMRO, Equity Research Analyst, New York, NY 1993 – 1995

EDUCATION

- MS, Economics, The University of Texas at Austin 1997
- BS, Economics, Villanova University 1993

AFFILIATIONS / PRESENTATIONS / PUBLICATIONS

- Harvard Kennedy School of Government, Cambridge, MA — 2016 - Present
  Guest Lecturer
- Austin Convention Enterprises (Downtown Hilton Hotel) — 2012 – 2020
  Vice President
- Downtown Austin Alliance Vision Steering Committee — 2017
- GFOA National Conference, Toronto, Canada — May 2016
  Presenter: Local Government Finance and the Sharing Economy
- Elected member of City of Austin Deferred Compensation Committee — 2002 – 2015
- Member, GFOA Committee on Economic Development & Capital Planning — 2005 - 2011
- GFOA National Conference, San Antonio, TX — May 2011
  Presenter: Capital Planning After Stimulus
- GFOA-Texas, State-wide Conference, Austin, TX — April 2009
  Presenter: Budget Strategies / Public Safety Costs
- LBJ School of Public Affairs, The University of Texas at Austin, Austin, TX — 2006, 2007, 2008
  Guest Lecturer
- St Edwards University — October 2008
  Guest Lecturer
- GFOA Training, Chicago, IL — March 2008
  Trainer: Budget for Budget Analysts
- GFOA National Conference, San Antonio, TX — June 2005
  Presenter: Making Performance Measurement Measure-Up
- "Capital Planning & Evaluation", GFOA — September 2007
  Contributing Author: Chapter on Public Participation
- Government Finance Review — December 2005
  Author: "Using Technology to Enhance Capital Planning & Budgeting"

552.101

GREG CANALLY

[redacted] Austin, Texas 78704 • [redacted]
Cell: (512) 791-7674

Austin Transit Partnership
Austin, TX 78701

Re: Chief Financial Officer/Chief Development Officer

December 4, 2020

Sir/Madame:

Please accept this letter in application for the position of Chief Financial Officer & Chief Development Officer for the Austin Transit Partnership. My sixteen years of executive level financial management for the City of Austin demonstrate successful implementation of sound – and creative – financial strategies. Throughout my career, I have focused on building integrated and connected finance teams, as well as leading corporate-wide real estate initiatives to support the entire organization. This skillset uniquely positions me to lead the finance and development functions for the implementation of the Project Connect program.

In my current role as Deputy Chief Financial Officer, prior stint as Interim Chief Financial Officer for the City of Austin, as well as other executive roles over my career, I have excelled as a strategic, proactive leader, who works effectively across the organization with executive colleagues *and* employees, members of public boards, and the broader community. I am often in the position of providing executive leadership on efforts of which I was not the topic expert in the room, but have continually demonstrated my capacity to learn, absorb, and clearly communicate about all aspects of the underlying issues. This was especially true during the last 12 months as I, and others at the City, partnered with Capital Metro to develop a funding and governance recommendation for Project Connect – one that was successfully approved by Austin voters this past November.

Whether designing and implementing new IT systems for capital projects, establishing financial policies, re-imagining procurement processes, issuing more than $8 billion of debt for various credits, visioning and implementing new P3 initiatives to deliver real estate assets – I am driven, day-in and day-out, to lead innovative and efficient service delivery within government. And I have achieved this by creating and sustaining partnerships with stakeholders, both inside and outside the organization. This diverse set of financial competencies will be beneficial in building a strong financial and development team that will be necessary to implement the Project Connect program over the next decade.

After 20 years of service here in Austin, I remain passionate about *public* service and the community I call home. Project Connect's impact on Austin will go beyond just the much-needed enhancements to our transit network; but will help improve the fabric and feel of our community by knitting each of us closer together. The opportunity to continue my work on Project Connect is an exciting one.

I look forward to discussing my interest and qualifications for the Chief Financial Officer / Chief Development Officer position at the Austin Transit Partnership.

Respectfully,

Greg Canally

Professional Experience

Company	Company City, State and Phone Number	Job Title	Position Dates	Responsibilities / Key Accomplishments	Full or Part Time

Education

Institution	Degree	Degree in Progress	Highest Degree	Area of Study

Skills / Certifications

Skill / Certification	Type

Austin Transit Partnership Board of Directors Resolution
Meeting Date: 03/01/2023
ATP-2023-004
Resolution appointing Gregory Canally as Executive Director of the Austin Transit Partnership and authorizing the Board Chair to negotiate and execute an employment contract for the same.

SUBJECT: Approval of a resolution appointing Gregory Canally as Executive Director of the Austin Transit Partnership and authorizing the Board Chair to negotiate and execute an employment contract for the same.

FISCAL IMPACT: To be determined based on any change to executive compensation.

BUSINESS CASE: Does not apply.

EXECUTIVE SUMMARY: On January 27, 2023, the ATP Board of Directors indicated unanimous interest in considering ATP Interim Executive Director, Greg Canally, as their recommended candidate for the permanent ATP Executive Director position. Following guidance from the ATP Board of Directors to conduct community engagement to help inform such decision, ATP has gathered stakeholder feedback to inform the Board of Director's consideration of Mr. Canally's candidacy. ATP;s engagement process included two community forums, held on February 16, 2023 and February 22, 2023, and additional meetings with members of the Community Advisory Committee, business community and ATP workforce. The engagement process culminated on March 1, 2023 at the ATP Board Meeting where the public also had an opportunity to provide comment on his candidacy. The purpose of this resolution is to appoint Gregory Canally as permanent Executive Director of Austin Transit Partnership and authorize the Board Chair to negotiate and execute an employment contract with Mr. Canally.

RESPONSIBLE DEPARTMENT: Legal.

PROCUREMENT SUMMARY: Does not apply.

AUSTIN TRANSIT PARTNERSHIP

RESOLUTION

OF THE

AUSTIN TRANSIT PARTNERSHIP

BOARD OF DIRECTORS

STATE OF TEXAS

COUNTY OF TRAVIS

Resolution ID: ATP-2023-004

Approval of a resolution appointing Gregory Canally as Executive Director of the Austin Transit Partnership and authorizing the Board Chair to negotiate and execute an employment contract for the same.

WHEREAS, pursuant to Section 4.2.2 of the Joint Powers Agreement (the "JPA") among the City of Austin (the "City"), the Capital Metropolitan Transportation Authority ("Capital Metro"), and Austin Transit Partnership ("ATP"), the ATP Board of Directors (the "ATP Board") has been directed to appoint an Executive Director of ATP; and

WHEREAS, on April 20, 2022, the ATP Board adopted Resolution No. 2022-004, appointing Gregory Canally as Interim Executive Director of ATP; and

WHEREAS, on January 27, 2023, the ATP Board of Directors unanimously expressed its interest in recommending that Mr. Canally be presented as the sole candidate for the permanent executive director position; and

WHEREAS, after having conducted community engagement and receiving community and stakeholder feedback regarding the candidacy of Mr. Canally, as well as the Executive Director position overall, the feedback gathered throughout the engagement process may be used by the Board of Directors to inform their decision to appoint Mr. Canally, as well as inform the Executive Director job description and performance evaluation goals and metrics; and

WHEREAS, the ATP Board desires to proceed with the appointment of Mr. Canally as the permanent Executive Director of ATP;

NOW, THEREFORE, BE IT RESOLVED THAT, the ATP Board hereby appoints Gregory Canally as the Executive Director of ATP, effective March 1, 2023 (the "Effective Date"). From and after the Effective Date, the Executive Director shall generally supervise and control all the business and affairs of ATP in accordance with Section 3.4 of ATP's Bylaws; and

AUSTIN TRANSIT PARTNERSHIP

BE IT FURTHER RESOLVED THAT, the ATP Board hereby authorizes the Board Chair to negotiate and execute an employment contract with Gregory Canally for the position of Executive Director, incorporating the terms set forth in Exhibit A attached hereto; and

BE IT FURTHER RESOLVED THAT, the General Counsel, and the ATP Board Chair (or their respective designees) are hereby authorized to take all actions as are necessary and appropriate to carry out the purposes of this Resolution.

Date: 3/1/23

Brandon Carr
Secretary of the Board

EXHIBIT A

ATP Executive Director
Contract Terms

Term:	Three one-year terms, automatically renewing each year; Board Action required by November 30 to not renew; termination without cause or by mutual consent subject to severance of remainder of annual contract, but no less than 6 months
Base Salary:	$365,000 per year; annual increase (amount and timing) same as ATP employees
Bonus:	None
Deferred Compensation:	$1,875 per month
Other:	vacation, sick days, retirement plan, health insurance, cell phone commensurate with other ATP employees; 100% vested retirement

DocuSign Envelope ID: 7768CF78-0DCE-44E2-8C1F-AD5FAE4A222C

AUSTIN TRANSIT PARTNERSHIP

Personal Cell Phone Reimbursement Request

In accordance with IT Policy 205 (Cell Phone Utilization Policy) I hereby request reimbursement for business usage of my personal cell phone. I understand that cell phone allowances are at the sole discretion of my department manager and must be fully budgeted for by my associated department. I also understand that I will be reimbursed a flat amount each month for my appropriate level of business usage. All actual phone charges are my personal responsibility and Austin Transit Partnership takes no responsibility for my usage of my personal cell phone service. Further I understand that usage of my personal cell phone for business purposes may result in future Public Information Act requests for details about my call activities. I also understand that Austin Transit Partnership does not recommend any cell phone model or carrier and that all such choices are my own. Questions about phone and data compatibility should be directed to IT prior to purchasing specific phones or plans.

I agree to make my personal cell phone number available to Austin Transit Partnership staff, employees, and contractors for business purposes. I also certify that I currently have an active cell phone plan and service that will be partially utilized for Austin Transit Partnership business. If for any reason I discontinue my personal cell phone plan (with the exception of transfer to another cell carrier) I will immediately notify Austin Transit Partnership so that reimbursements can be adjusted accordingly. I further understand that Austin Transit Partnership's payment for this service will be added to my paycheck and in accordance with IRS regulations will be taxed as a fringe benefit. All tax implications for this reimbursement are my responsibility and I should seek professional assistance for any related questions that I may have.

Today's Date: 12/9/21

Requesting Department: 820 Finance

Requestor's Name & Signature: Greg Canally DocuSigned by: Greg Canally 9E030C40B994406...

Department Manager's Signature: Juliana Harris

Voice Plan Only ($15 monthly): ☐ **Voice and Data Plan ($40 monthly):** ■

Account Number to Charge Payment to: _____

Canally. Greg Cell phone reimbursement 12/13/21

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement") is entered into by and between **GREGORY CANALLY** ("Executive" or "Executive Director") and **AUSTIN TRANSIT PARTNERSHIP**, a Texas local government corporation ("ATP" or the "Corporation"). Executive and the Corporation are referred to herein individually as a "Party" and, collectively, as the "Parties."

RECITALS:

WHEREAS, Corporation was created by the City of Austin (the "City") and the Capital Metropolitan Transportation Authority ("Capital Metro") as the independent entity required in the City of Austin's November 3, 2020 Proposition A ballot measure approved by voters; and

WHEREAS, ATP is principal entity responsible for the implementation of the Project Connect System Plan, including financing of acquisition, construction, equipping and operations; and

WHEREAS, the Corporation desires to employ the Executive Director to carry-out the duties as described by Section 3.4 of ATP's Bylaws to generally manage the day-to-day affairs of the Corporation, on the terms and subject to the conditions set forth in this Agreement, and the Executive has agreed to be so employed; and

WHEREAS, in February of 2023, the Corporation Board of Directors oversaw a community engagement process, whereby the Corporation gathered stakeholder feedback to inform the Corporation Board of Directors' consideration of Executive's candidacy for the executive director position, and a summary of the feedback received from community stakeholders is attached hereto as Exhibit A; and

WHEREAS, on March 1, 2023, pursuant to Resolution No. ATP-2023-004, the ATP Board of Directors (the "ATP Board"), approved negotiating and executing and employment agreement to serve as Executive Director, and authorized the chair to execute said agreement with Executive Director with terms reflected herein; and

WHEREAS, this Agreement sets fort the terms and conditions of Executive Director's employment with ATP;

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants, terms, conditions, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties, voluntarily and knowingly intending to be legally bound, agree as follows:

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

AGREEMENT

1. Employment.

1.1 Employment. ATP agrees to employ Executive Director, and Executive Director agrees to be employed by ATP, subject to the terms and conditions of this Agreement, beginning of the Effective Date, and continuing for the Term hereof, unless earlier terminated pursuant to the terms of this Agreement.

1.2 Title and Duties. Subject to the terms and conditions set forth in this Agreement, Executive is employed in the position of Executive Director. Executive Director will perform such duties as are customary in that position, or as otherwise directed by the Corporation. Except for absences or leave permitted or excused under the Corporation's policies and procedures or under applicable law, Executive will, throughout Executive's employment, devote Executive's full working time, attention, and skill set to Executive's duties and will perform Executive's duties loyally and faithfully, and to the best of Executive's ability, in furtherance of the business affairs and activities of Corporation and in the Corporation's best interest.

1.3 Policies and Procedures. The employment relationship between the Corporation and Executive is governed by, and Executive will at all times be subject to, comply with, observe, and carry out: (1) this Agreement; and, (2) the Corporation's rules, regulations, policies and codes of ethics and/or conduct applicable to its Executives generally and in effect from time to time. The Parties acknowledge and agree that this Agreement governs their relationship to the extent there are any conflicts between this Agreement and any Corporation rules, regulations, policies, plans, programs, procedures, and codes of ethics and/or conduct, directions, instructions, orders, and restrictions, including any Executive handbooks.

2. Compensation.

2.1 Base Salary. During Executive's employment with the Corporation, the Corporation will pay Executive a base salary of THIRTY THOUSAND FOUR HUNDRED SIXTEEN Dollars and 67/100 Cents ($30,416.67) per month, which annualizes to THREE HUNDRED SIXTY-FIVE THOUSAND Dollars and No Cents ($365,000.00), less applicable and authorized taxes, deductions, withholdings and payable in accordance with the Corporation's regular payroll practices. In this Agreement, Executive's "Base Salary" means the base salary amount stated this Section. Executives Base Salary is subject to annual increases according to the amount and timing or annual increases for other employees of the Corporation, and Executive's Base Salary may be modified from time to time in the ATP Board's sole discretion.

2.2 Deferred Compensation. During Executive's employment with the Corporation, the Corporation will provide Executive deferred compensation in the amount of One THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS ($1,875.00) per month ("Deferred Compensation"). Executive's Deferred Compensation shall be governed by, in accordance with, and subject to all applicable plans, policies, and procedures which the Corporation may establish, approve, implement, modify, or amend from time to time (in its sole discretion) for the compensation at issue.

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

2.3 Paid Time Off. During Executive's employment with the Corporation, Executive is eligible for paid time off ("PTO") commensurate with Executive's position and in no case less than what is established for other Executives of the Corporation in accordance with the Corporation's policy related to PTO. Accrued, but unused PTO shall carry over from one leave year (January 1 – December 31) without limit and shall be paid upon separation of employment in accordance with the Base Salary in effect at time of separation. Executive may request to take and schedule any PTO pursuant to and in accordance with Corporation policies, plans, and procedures applicable to the same, subject to the business needs of the Corporation and provided that Executive otherwise complies with this Agreement and performs all Executive's job duties and responsibilities as adequately and satisfactorily.

2.4 Sick Leave. During Executive's employment with the Corporation, Executive is eligible for Sick Leave commensurate with Executive's position and in no case less than what is established for other Executives of the Corporation at the same level as Executive, in accordance with the Corporation's policy related to Sick Leave. Accrual of Sick Leave shall be commensurate with the Executive's position, in accordance with the Corporation's policy related to Sick Leave. Accrued, but unused Sick Leave shall be paid upon separation of employment in accordance with the Base Salary in effect at time of separation.

2.5 General Benefits. During Executive's employment with the Corporation, Executive is eligible to participate in the Corporation's Executive benefits program(s), including health insurance and retirement benefits (with immediate vesting of such retirement benefits and holdings), for which other Corporation Executives are generally eligible to participate. The Corporation may change or terminate the benefits it offers to Executives of the Corporation, including Executive, from time to time, and this Agreement does not restrict, limit, or preclude Corporation's right to make such changes or terminate such benefits, except that in no case will other Corporation Executives of the same level as Executive be offered benefits greater than may be offered to Executive. Executive's eligibility and actual participation in such benefits will be governed by, in accordance with, and subject to all applicable plans, policies, and procedures which the Corporation may establish, approve, implement, modify, or amend from time to time for the benefit(s) at issue.

2.6 Business Expenses. During Executive's employment with the Corporation, Executive is eligible seek reimbursement for all reasonable and necessary business expenses incurred by Executive in the course and scope of Executive's duties on Corporation's behalf under this Agreement, provided that such expenses are consistent with the Corporation's policies, plans, and procedures in effect from time to time with respect to the same. Executive agrees that any reimbursement for reasonable and necessary business expenses is subject to and must be properly and timely submitted in accordance with the Corporation's policies, plans, and procedures with respect to reporting, documentation, and payment of such business expenses.

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

3. Term and Termination.

3.1 Term.

3.1.1. *Initial Term.* Unless terminated earlier pursuant to this Section 3, the initial term of Executive's employment with the Corporation shall commence on the Effective Date and shall continue for one (1) year (the "Initial Term").

3.1.2. *Renewal Terms.* The term of this Agreement will automatically renew, without any required action from the Board of Directors, for up to two (2) additional, successive one-year terms (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless the Corporation's Board of Directors votes not to renew this Agreement by November 30 of the current Term.

3.1.3. *Expiration After Three One-Year Terms.* Upon the expiration of the Term, this Agreement shall expire and become invalid, void, and of no further effect. However, the Parties may mutually agree to renew, extend, or modify the terms of this Agreement in writing.

3.1.4. *At-Will Employment*. Executive acknowledges and agrees that this Section 3 outlines the Parties' rights upon different instances or types of termination of Executive Director's employment, but it does not limit the reasons or circumstances under which Executive Director's employment may be terminated by either Party or otherwise alter or modify the at-will employment relationship during the Initial Term or any successive Renewal Term.

3.2 Termination by the Corporation. The Corporation may terminate this Agreement and Employee's employment with the Corporation at any time with or without Cause (as defined below) by delivery of written notice of such termination to Executive. For purposes of this Section 3.2, "***Cause***"" means (i) Executive's breach of any of Executive's material contractual obligations under any agreement with the Corporation, including this Agreement; (ii) Executive's failure or refusal to perform Executive's duties or responsibilities to the Corporation, consistent with this Agreement; (iii) Executive's failure or refusal to abide by the Corporation's material policies or procedures or the Corporation's lawful written directives; (iv) Executive's act(s) or other conduct constituting employment discrimination, retaliation, harassment, or other material violations of Corporation equal employment opportunity (EEO) policies or procedures; (v) Executive's commission or conviction of, or plea of guilty or nolo contendere to, a felony; (vi) Executive's fraud, embezzlement, bribery, theft, corruption, dishonesty or other misconduct that is, or could reasonably be expected to be, injurious or harmful to the Corporation or its business reputation; (vii) Executive's breach of fiduciary duties, diversion or usurpation of the Corporation's corporate or business opportunities, or (viii) Executive's use of illegal drugs, or abuse of alcohol or prescription drugs, in a manner that impairs Executive's ability to perform Executive's duties or responsibilities to the Corporation. Notwithstanding the foregoing, in order for Corporation to terminate Executive for Cause, Corporation must first, solely with respect to clauses (ii) and (iii) above, (1) give Executive written notice of its intention to terminate for "Cause" pursuant to clause (ii) or (iii) within thirty (30) calendar days after the occurrence of the event giving rise to Cause and stating the grounds for such termination; (2) allow Executive's at

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

least thirty (30) calendar days from receipt of such written notice to cure such event or, if applicable, provide the Corporation with an explanation that the acts or events claimed to constitute Cause did not occur or otherwise do not constitute Cause as described in this Agreement, and (3) if such event is not reasonably cured within such period, provide written notice of termination for Cause within thirty (30) days of the expiration of the cure period.

3.3 Termination by Mutual Consent of the Parties. The Parties may terminate this Agreement at any time by a written mutual consent.

3.4 Termination by the Executive. Executive may terminate this Agreement and Executive's employment with the Corporation at any time by delivery of written notice of such termination to the ATP Board.

3.5 Rights Upon Corporation Termination Without Cause or Upon Parties' Termination by Mutual Consent. If the Corporation terminates this Agreement and Executive's employment without Cause at any time or if the Parties terminate this Agreement and Executive's employment at any time by written mutual consent, Executive is entitled to: (a) Executive's Accrued Benefits through the date of termination (as defined below); and (b) only if Executive executes, delivers, and does not revoke, a separation agreement with a general release and waiver of all claims in favor of the Corporation substantially in a form acceptable to the Corporation (a "Release"), an amount equal to the greater of (i) six (6) months' of Employee's then-current Base Salary, or (ii) Executive's then-current Base Salary through the remainder of the then-current twelve-month Initial Term or Renewal Term (as the case may be) ("Separation Benefits") payable in equal monthly installments in accordance with the Release. For the avoidance of doubt, the Separation Benefits will be no more than twelve (12) months' of Executive's Then-current Base Salary in any instance.

3.6 Rights Upon All Other Instances of Termination, Resignation or Separation from Employment. If the Corporation terminates Employee's employment with Cause at any time or if the Executive resigns or otherwise terminates or leaves Executive's employment with the Corporation at any time for any reason, Executive is entitled only to Executive's Accrued Benefits. For purposes of Section 3.5 and this Section 3.6, "Accrued Benefits" means (i) Executive's unpaid Base Salary, if any, through the date of termination, resignation or separation; (ii) reimbursement for Executive's documented, reasonable and necessary business expenses incurred but unpaid, if any, through the date of termination, provided that Executive properly submits such expenses in accordance with the Corporation's policies, plans, and procedures pertaining to the same; (iii) Executive's vested retirement benefits, and, (iv) any other amounts or benefits to which Executive is entitled on termination under applicable law, Corporation policy or plan, or other agreement to which Executive is a party with the Corporation.

3.7 Resignation of All Other Positions Upon Any Instance of Termination or Separation from Employment. If the Corporation terminates Executive's employment at any time for any reason or if the Executive resigns or otherwise terminates Executive's employment with the Corporation at any time for any reason, Executive shall be deemed to have resigned or been terminated, effective on the date of termination, resignation or separation of or from employment, from all positions that Executive holds on behalf of the Corporation or its parent, subsidiaries, divisions, or affiliates.

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

4. Return of Corporation Property and Access to Corporation Information.

4.1 Return of Property. Immediately upon the end of Executive's employment with the Corporation for any reason, or immediately at any other time the Corporation may request, Executive will return to the Corporation all memoranda, notes, communications, correspondence, statements, plans, records, reports, printouts, accounts, and software and other documents and data (and copies thereof) relating to, containing, or constituting the Corporation's business then in Executive's possession, custody, or control, including on any cloud-based storage services or facilities, cell phones, portable electronic storage devices, or computers. Further, immediately upon the end of Executive's employment with the Corporation for any reason, or immediately at any other time the Corporation may request, Executive will return to the Corporation all other property belonging to the Corporation (including, but not limited to, laptop computers, desktop computers, phones, tablets, keys, key fobs or cards, bank account information and/or Corporation credit cards (whether electronically stored or otherwise), Corporation vehicles, hard drives, portable electronic storage devices, and any other hard copy and electronically created or stored documents and information, such as Word documents, .pdfs, Excel spreadsheets, .jpgs, .tiffs, .psts, and/or other images or pictures, contacts, and emails) that is then in Executive's possession, custody, or control, including on any cloud-based storage services or facilities, cell phones, portable electronic storage devices, or computers.

4.2 Return of Access. Executive further agrees, upon the end of Executive's employment with the Corporation for any reason, or immediately at any other time the Corporation may request, to return and relinquish all usernames, passwords, credentials, access rights, dual verification codes, answers to verification questions, and all other log-in information necessary to access any Corporation documents, databases, networks, or other information.

5. Cooperation. Upon the receipt of reasonable notice from the Corporation or its representatives (including its outside counsel), Executive agrees that while employed by the Corporation and for a period of one (1) year thereafter, Executive will respond and provide information with regard to matters in which Executive has knowledge as a result of Executive's employment with the Corporation to the extent necessary for the transition of Executive's duties and responsibilities to Executive's replacement, and will provide reasonable assistance to the Corporation and its representatives (including its outside counsel) in defense of all claims that may be made against the Corporation, and will assist the Corporation in the prosecution of all claims that may be made by the Corporation, to the extent that such claims may relate to the period of Executive's employment with the Corporation. Upon presentation of appropriate documentation, the Corporation will pay or reimburse Executive for all reasonable out-of-pocket travel expenses incurred by Executive in complying with this Section.

6. Attorneys' Fees. To the extent permitted by law, should a Party sue another Party in court or in arbitration for a breach of any provision of this Agreement, the prevailing Party, as determined by a court of competent jurisdiction or the arbitrator, is entitled to recover its reasonable attorneys' fees, costs of court and other expenses of litigation, in addition to any other remedy.

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

7. Waiver of Breach. Any waiver by the Corporation of a breach of any provision of this Agreement will not operate as or constitute a waiver of any of the terms of the Agreement with regard to any subsequent breach.

8. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that could cause the applications of the laws of any jurisdiction other than the State of Texas.

9. Arbitration. Any dispute, controversy, or claim arising out of or related to this Agreement or any breach or interpretation of this Agreement shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively in Austin, Texas, before and in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association before a single arbitrator; provided that in the event there are claims that cannot be subject to arbitration as a matter of law, the Parties agree to submit such claims to the exclusive jurisdiction of the state and federal courts of Texas, located in Austin, Texas, and **AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL**. The arbitration proceedings will be confidential. The arbitrator's award will be final and binding upon all Parties and judgment upon the award may be entered in any court of competent jurisdiction in any state of the United States. Each Party will bear its own costs and expenses incurred in connection with any such arbitration proceeding, except that the arbitrator may award attorneys' fees and costs to the prevailing party pursuant to Section 6 (Attorneys' Fees) above. For purposes of any actions or proceedings ancillary to the arbitration referenced above or to enforce an arbitration award), the Parties agree to submit to the exclusive jurisdiction of the state and federal courts of Texas located in Austin, Texas, and **AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL**.

10. Entire Agreement; No Reliance. This Agreement is the entire agreement of the Parties with regard to Executive's employment and all other agreements and understandings, whether written or oral, if prior to this Agreement, are merged into this Agreement so that the provisions of any prior agreement(s) or understanding(s) are void and of no further force and effect. No person has any authority to make any representation or promise for or on behalf of any Party not set forth in this Agreement. The Parties agree that, in executing this Agreement, they do not and have not relied on any document, representation or statement, whether written or oral, other than those specifically set forth or specifically referenced in this Agreement. Neither Party is relying upon a legal duty, even if one might exist, on the part of the other Party (or such Party's Executives, managers, officers, agents, representatives, or attorneys) to disclose any information in connection with the execution of this Agreement or its preparation. The Parties expressly acknowledge and agree that no lack of information on the part of either Party is a ground for challenging this Agreement. The recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

11. No Modification or Amendment. No term, provision or condition of this or Agreement may be modified or amended in any respect except by a writing executed by both of the Parties.

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

12. Survival. The Corporation's rights under this Agreement, including, without limitation, in Sections 1.3, 4, and 6, as well as the Parties' rights under Section 10, survive any termination of Executive's employment with the Corporation by either Party and for any lawful reason.

13. Successor and Assigns. This Agreement is personal to each of the Parties to this agreement. Except as provided in this Section, no Party may assign or delegate any rights or obligations under this Agreement without first obtaining the written consent of the other Party, provided that the Corporation may assign this Agreement to any successor to all or substantially all of the business and/or assets of the Corporation. As used in this Agreement, the "Corporation" shall include the Corporation and any successor to its business and/or assets, which assumes and agrees to perform the duties and obligations of the Corporation under this Agreement by operation of law or otherwise.

14. Effective Date. The "**Effective Date**" of this Agreement shall be March 1, 2023, provided, however, that any obligations under this Agreement relating to the protection of the Corporation's Confidential Information shall be effective as of the first date that the Corporation shared any Confidential Information with Executive.

15. Counterparts; Electronic Signature. The Parties may execute this Agreement in one or more counterparts, all of which together shall constitute but one agreement. Either Party may execute this Agreement by facsimile or electronic signature, and the other Parties are entitled to rely upon such facsimile or electronic signature as conclusive evidence that this Agreement has been duly executed by such Party.

16. Severability. If any provision or clause of this Agreement, or portion of it, is held by any court, arbitrator or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction, the remainder of such provision or clause is not thereby affected and will be given full effect, without regard to the invalid portion. It is the intention of the Parties that, if any court, arbitrator, or other tribunal of competent jurisdiction construes any provision or clause of this Agreement, or any portion of it, to be illegal, void or unenforceable because of the duration of such provision or the area matter covered thereby, such court, arbitrator, or other tribunal of competent jurisdiction shall reduce the duration, area, or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

17. Tax Matters.

17.1 Tax Advice. The Corporation has made no warranty or representation to Executive with respect to the income tax consequences of the transactions contemplated by this Agreement, and Executive is in no manner relying on the Corporation or its representatives for an assessment of such tax consequences. Executive is advised to consult with its own tax advisor.

17.2 Withholding. The Corporation will withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

17.3 Section 409A Compliance. This Agreement is construed and interpreted to the maximum extent possible in a manner to avoid any adverse tax consequences to Executive under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"). Notwithstanding any other provision of this Agreement, the Corporation is not liable for any tax imposed on Executive under the Code.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

EXECUTIVE'S SIGNATURE BELOW MEANS THAT EXECUTIVE HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES AND CONSENTS TO ALL THE TERMS AND CONDITIONS CONTAINED HEREIN KNOWINGLY AND VOLUNTARILY, AND SPECIFICALLY AND EXPRESSLY INTENDS TO BE BOUND BY THE SAME.

EXECUTIVE:

GREGORY CANALLY

DocuSigned by:

63468E6810024D0...

4/16/2023

(Date)

CORPORATION:

AUSTIN TRANSIT PARTNERSHIP,
a Texas local government corporation

DocuSigned by:

Veronica Castro de Barrera, Board Chair

4/14/2023

(Date)

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

EXHIBIT A
SUMMARY OF STAKEHOLDER AND COMMUNITY FEEDBACK

(*appears on immediately following page*)

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

SUMMARY REPORT

SUMMARY OF ENGAGEMENT RELATED TO THE ATP BOARD'S CONSIDERATION OF GREG CANALLY AS CANDIDATE FOR EXECUTIVE DIRECTOR

AUSTIN TRANSIT PARTNERSHIP

On January 27, 2023, the ATP Board of Directors indicated unanimously its interest in considering ATP Interim Executive Director Greg Canally as their recommended candidate for the permanent executive director position. Following guidance by the ATP Board to conduct community engagement, ATP gathered stakeholder feedback to inform the Board of Director's consideration of Mr. Canally's candidacy for the ATP Executive Director position. The engagement process included two community forums on February 16, 2023, and February 22, 2023 and meetings with members of the Community Advisory Committee, business community and ATP workforce. This engagement process also allowed stakeholders to provide feedback related to the qualities, values and attributes of the ATP executive director position.

ATP BOARD OF DIRECTOR LEADERSHIP

This report serves to summarize stakeholder input during the month of February prior to the ATP Board's consideration of an appointment of a permanent executive director at the ATP Board Meeting March 1, 2023.

In addition, attachments to this report include:

- A February 6 letter to the ATP Board of Directors from the Board Chair and Board Member Garza, who co-led the effort, providing a proposed engagement plan and timeline.
- A February 8 Community Forum Invitation distributed to Community Advisory Committee, Technical Advisory Committees, Austin City Council, CapMetro Board of Directors and stakeholders.
- A February 17 statement from Transit Forward regarding the Board's decision.
- A February 20 memo from the Community Advisory Committee regarding the decision.
- A compiled summary of feedback from the facilitation of the community forums and ATP employee forum.

OUTREACH

Invitations were distributed to organizations and stakeholder groups prior to the February Community Forums; specifically, ATP staff coordinated with the following: with the Community Advisory Committee; Technical Advisory Committee members; Transit Forward; Project Connect Ambassador Network (PCAN); City of Austin departments working on Project Connect as well as CapMetro volunteer committees to include Access Advisory Committee, Customer Satisfaction Advisory Committee, and Public Safety Advisory Committee to distribute the information. Information was made available on the Austin Transit Partnership website, as well as distributed to media partners who previously covered this issue or who had requested information. Additional outreach information is attached to this report.

(Pictured: Participants offering feedback at the Community Forum hosted at the ATP Headquarter Feb. 16)

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

Community Forums: Community members were invited to two Community Forums on February 16 and February 22, 2023, where Interim Executive Director, Greg Canally, was asked to share his thoughts about Austin Transit Partnership's mission, the partnerships crucial to advance Project Connect, and the importance of the community's involvement in Project Connect and specifically ATP's work. The Community Forums were hosted at ATP Headquarters on 203 Colorado Street and at Mendez Recreation Center, 2407 Canterbury Street. The question and answer sessions were recorded so that interested stakeholders unable to join forums may also access the information online.

(Pictured: Feb. 16 Community Forum at ATP Headquarters)

(Pictured: Community member raises question at Feb. 22 Community Forum held at Mendez Recreation Center)

Audio recording and transcripts for both Forums are available online at www.atptx.org/leadership. Click on the "Executive Director Recruitment" tab for this information as well as more information overall on the executive director recruitment process.

ADDITIONAL STAKEHOLDER MEETINGS

Additional stakeholder meetings included:

- Meeting with the Community Advisory Committee Governance Workgroup attended by Chair Castro de Barrera and Board Member Garza. (See attached to summary report a resolution from the CAC to the ATP Board of Directors.)
- Meeting with leaders of the business community groups to include: the Downtown Austin Alliance, Greater Austin Chamber of Commerce, Real Estate Council of Austin, and AIA Austin.
- Roundtable discussion with ATP employees and Greg where employees were also invited to participate in offering feedback related to the position itself following a facilitated question and answer session with Greg.

EXECUTIVE DIRECTOR POSITION

Responsive to a recommendation that came from the initial CAC Governance Workgroup meeting on February 9, each community meeting provided stakeholders with an opportunity to provide feedback related also to the ATP executive director position – separate and apart from the input related to the candidate himself. Each meeting offered the opportunity to provide input about the qualifications, values, attributes, and community expectation of ATP's top staff position. The participants were informed that the ATP Board of Directors may use the feedback to inform the Executive Director Job Description as well as the Board's performance evaluation of the individual that holds the position of the ATP executive director. The following is a summary of feedback from the community forum sessions.

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

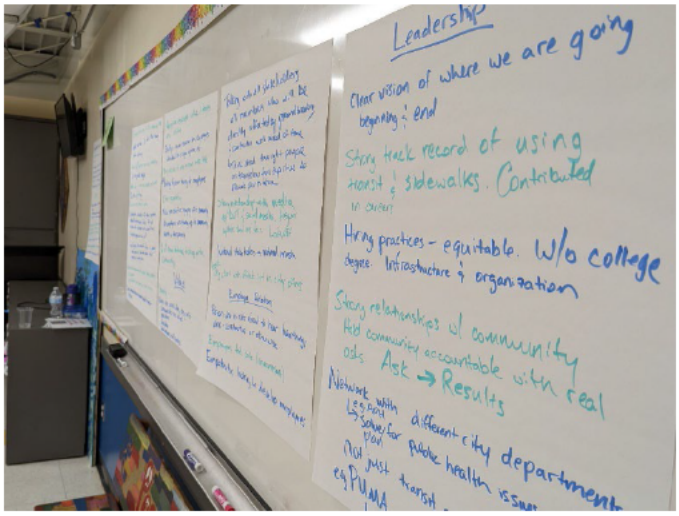
LEADERSHIP EXPECTATIONS

Passion and championship for the work were both cited as important qualities for the leader of ATP to demonstrate as well as actual utilization of the transit system in order to obtain "on the ground" experience. Feedback also indicated the leader of ATP should be inspirational, have a strong sense of accountability, and set a clear vision for the program, community and workforce. The leader should prioritize standards for equitable hiring practices and should have a strong relationship with community – demonstrating their priority for accountability and producing results. The Executive Director should seek input from diverse stakeholders who will be directly affected by Project Connect. In addition, there should be a high regard for community presence in the work of ATP to include ATP employees' presence in the community. The leader should be a problem solver and be able to make decisions informed by community – to ensure program goals and community expectations are achieved. Feedback also reflects the leader should be a strategic thinker, aware of the workforce, industry, market trends and changes to include the cost of living. The leader should have a firsthand sense of Austin's affordability challenges and a deep commitment to equity, diversity, and inclusion. Attached is additional information ATP staff has documented in support of the engagement efforts.

VALUES

Stakeholders also highlighted a number of values at the Community Forums they would like to see an Executive Director hold, including honesty, authenticity and kindness. Participant feedback indicated the ATP Executive Director should be able to "meet people where they are" and be aware of and value individuals' lived experiences. The feedback session highlighted the importance to the community of ensuring issues related to accessibility are prioritized. Feedback also reflected the importance of being fair, earnest, and "down to earth" when delivering information are all values and traits necessary in this position.

Other factors indicate the leader should look for opportunities to connect with community champions and advocates and should seek avenues to share progress and challenges. ATP's executive director should be approachable, responsive and available. Attached is additional information documented by ATP staff supporting the engagement efforts.



PERFORMANCE EVALUATIONS

Feedback related to the cadence of performance reviews indicated a preference for, at minimum, annually highlighting the importance of community voice to be taken into consideration as well publicly posted "check points" so there is communication in advance related to performance reviews. As it relates to evaluation metrics, feedback related to leadership expectations and values should be taken into consideration as well as metrics related to the ATP organization, project delivery, risk management, and communications.

Attached is additional information documented by ATP staff supporting the engagement efforts.

BOARD AGENDA ITEM MARCH 1, 2023

The ATP Board of Directors will consider an action item on the March 1, 2023, Board Meeting Agenda related to the appointment of Greg Canally as the ATP Executive Director. This Report also will serve as additional back up to such item. For additional information or questions related to this matter, please contact: Rebecca Giello, Chief of Staff, Rebecca.Giello@atptx.org.

ATTACHMENTS

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

ATP BOARD ENGAGEMENT LETTER & TIMELINE

February 7, 2023

Dear Colleagues:

We appreciate the opportunity to update you on the next steps following the guidance given by the ATP Board of Directors at the ATP Board Meeting on January 27, 2023. As you recall, the Board publicly indicated its interest in considering Greg Canally as the sole candidate for ATP's Executive Director position. Since the January meeting, we have started working with ATP staff to develop a recommended process to engage the community around the sole candidate consideration in accordance with Section 4.2.2 of the Joint Powers Agreement, as further detailed below.

> *4.2.2 Executive Director. In accordance with the Bylaws, the ATP Board shall appoint an Executive Director. The ATP Board shall conclude an independent analysis to determine the appropriate leadership model for ATP no later than March 31, 2022. The independent analysis shall include a community engagement process with input from the CAC, technical advisory committees, and others. After careful consideration of such analysis, the ATP Board shall determine its leadership model in its sole discretion. Further, the ATP Board shall make any Executive Director appointments in its sole discretion. The ATP Board shall establish a community engagement process for such appointments which is appropriate for the appointment of senior leadership and similar to the process described above. The Executive Director of ATP shall be the chief executive officer of ATP and shall in general supervise and control all of the business and affairs of ATP.*

Background

In April 2022, the Board decided unanimously to move forward with an independent executive director for ATP – a decision the Board made in its sole discretion following a community engagement process and with expert assistance from The Eno Center for Transportation. A copy of Eno's report Austin Project Connect: Independent Review of Governance and Leadership is available for your reference. The April 2022 Resolution also immediately appointed Greg Canally as ATP's Interim Executive Director and named two Board Members to come back to the Board with a process to hire a permanent Executive Director.

As a part of the initiative and Board direction, ATP staff initiated a solicitation for a national recruiting firm in September 2022, which resulted in one respondent, Affion Public. Because the firm has a demonstrated track record of successful executive placements and is an existing contractor with ATP, the Chair directed staff to engage Affion to advise the Board on its recruitment needs. An important factor in addressing the decisions related to ATP's governance now has been the desire to have a fully seated and complete Board that can advance these discussions as a collective body. The January meeting provided this important opportunity, as well as the opportunity to evaluate ATP's accomplishments under the interim leadership of Greg Canally and to review the work ahead required for ATP to continue to conduct its role for Project Connect.

It is a pivotal time for ATP and Project Connect. The next few months – guided by community input – will set the course for the work over the next several years. The continued stability of the organization, including the administrative oversight of the program, is a priority of the Board as evidenced in the Board's unanimously supported interest in moving forward with a community process to consider a sole candidate for ATP Executive Director.
To that end, the following engagement timeline serves to offer multiple opportunities for input from the community. The next Board Meeting has been moved to March 1, 2023, to allow more time for this process.

Proposed Sole Candidate Community Engagement Process:

February 9	Listening & Knowledge Sharing Session with the Community Advisory Committee (CAC) Governance Committee
February 10	Listening & Knowledge Sharing Session with additional transit stakeholders and business community leaders
Week of February 13	Community Forum, open to the public
Week of February 20	Community Forum, open to the public
February 24	Agenda Item to be posted for consideration by the Board of Directors informed by the community forums
February 28	Distribution and online publication of community input summary to report feedback received throughout the process
March 1	Austin Transit Partnership Board Meeting (opportunity for public comment)

The above referenced Community Forums will be posted as public meetings to ensure all interested CAC members and Board Members may attend. Please prioritize attending as many meetings as your schedule permits. In addition, ATP staff will support these meetings and will work with stakeholders to involve the CAC and Technical Advisory Committee (TAC) members, all of whom continue to be instrumental to the program. ATP staff will ensure a communications process that keeps this Board apprised with information as we go forward. All information received as a part of this process will be provided to each member.

Kind regards,

Veronica Castro de Barrera
Chair

Juan Garza
Board Member

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

COMMUNITY FORUM INVITATION

Austin Transit Partnership Community Forums

An invitation for community input as the ATP Board considers sole candidacy for ATP Executive Director

Dear Community Partners:

You are invited to join community stakeholders and the Austin Transit Partnership (ATP) Board of Directors at Community Forums to be hosted February 16 and February 22. The Community Forums are open to the public. The ATP Board will consider Interim Executive Director Greg Canally as a sole candidate for ATP's executive director position at its next board meeting March 1, 2023. The Board Meeting will also provide the public an additional opportunity for input.

The community forums will offer:

- An opportunity to hear from ATP Interim Executive Director, Greg Canally;
- A conversation with questions contributed from stakeholders; and
- An opportunity to provide input related to the executive director position for ATP.

COMMUNITY INPUT OPPORTUNITIES:

ATP Community Forum
Date: Thursday, February 16, 2023
Time: 6 to 8 pm
Location: Austin Transit Partnership, 203 Colorado St.

ATP Community Forum
Wednesday, February 22, 2023 Time: 5:30 to 7:30 pm
Location: Mendez Recreation Center, 2407 Canterbury St.
Multi-Purpose Room

ATP Board Meeting
Date: March 1, 2023
Time: 9am
Location: Austin Transit Partnership, 203 Colorado St.

At the ATP Board Meeting March 1, 2023, the public may sign up to address the Board on issues related to the agenda or other items as designated during the sign-up process. Interpretation for Spanish-speaking and American Sign-Language (ASL) persons will be provided at each event. Reasonable accommodations can be made for additional languages with a 24-hour notice of event start time.

For questions or to request accommodations, please contact the ATP Board Relations staff member, Chloe Maxwell at ATPBoardinfo@atptx.org. For media inquiries, please contact ATP Senior Communications Specialist Jorge Ortega at Jorge.Ortega@atptx.org. Information is published to ATP's website: https://atptx.org/atp-leadership/executive-director-searchrecruitment.

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

MEMO FROM THE COMMUNITY ADVISORY COMMITTEE (CAC)

MEMORANDUM

TO: Austin Transit Partnership Board Chair and Board Members

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

CC: Greg Canally, Interim Executive Director, Austin Transit Partnership
Casey Burack, Executive Vice President, Business and Legal Affairs, Austin Transit Partnership
Rebecca Giello, Chief of Staff, Austin Transit Partnership

DATE: February 20, 2023

SUBJECT: Austin Transit Partnership Executive Director Selection Recommendations

---

After careful deliberation and considering the importance of the role of the Executive Director of the Austin Transit Partnership (ATP) in delivering a successful Project Connect that will serve the needs of Austin's riders, and in light of the further need to prioritize the challenging light rail implementation decisions that lie ahead, the Community Advisory Committee (CAC) acknowledges the right of the ATP Board to proceed with the decision to appoint Mr. Canally as Executive Director. We affirm that Mr. Canally is a strong candidate, has proven clear leadership in his role as Interim Executive Director for the organization, and we appreciate his commitment to working closely with the CAC.

We understand that the ATP Board has faced a challenging choice and has brought this decision to the public with the intention of finding the outcome that will best support the health and success of the project. We appreciate the efforts of the Board Chair and the Board in engaging with the CAC and the community to get their feedback on this decision in the past several weeks.

However, the unfolding sequence of events of the past month among all parties tasked with guiding Project Connect have led to serious concerns in the community about governance, transparency, and decision-making processes. As an independent entity, it is vital that Austin Transit Partnership work to affirmatively build trust with the community.

To this end, we ask that Board carefully consider the following recommendations moving forward:

- ATP Board members should discuss and establish a clear protocol for making public announcements about Project Connect. It is critical that all communication with the public is clear and transparent so that there is no confusion among community members regarding key decisions, including distinguishing between personal board member opinions and official communication.
- In the past, the ATP Board has made key commitments to the public about equity, transparency, and community engagement. It is vital that in communications with the community and with the CAC, all board members communicate and engage with the community in a manner that upholds these commitments.
- It is crucial that, in all future processes that may impact service and equity outcomes, the Board and staff commit to fully abiding by the Community Engagement Guiding Principles outlined in article 3.2.3 of the Joint Powers Agreement, wherever appropriate. This includes the following commitments:

- *"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."*
- *"The Project Connect Community Advisory Committee shall be comprehensively consulted and involved in the process…"*
- *"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."*
- *"Prior to any public meeting, outreach, or engagement opportunity, the responsible party shall provide advance notice for meaningful participation to individuals, businesses, and organizations that will be impacted by the project."*

While the CAC was not involved in the decision-making regarding the appointment of the President and CEO of the Capital Metropolitan Transportation Authority (CapMetro), we hope that in the future all three parties in charge of the implementation of Project Connect will provide the CAC with an opportunity to give feedback on key decisions.

CAC Recommended Commitments and Characteristics for Executive Director, President, and CEO

The CAC has also taken time to consider some key characteristics and commitments we believe the Executive Director of the ATP and the President and CEO of CapMetro, both tasked with a project of such monumental importance, should uphold.

- **Commitment to Equity throughout Project Connect, including within the organization's internal managerial culture and hiring practices.** This includes a commitment to striving to hire and maintain pay equity for a diverse workforce, with professionals from Black, Brown, Indigenous, and Immigrant communities, as well as people with disabilities, and people of all genders and sexual orientations, and people who have active lived expertise as transit users.
- **Commitment to serving the needs of Austin's core transit users.** This includes taking time to use public transit, and striving to listen to, and understand the challenges faced by Austin's transit users, and making the attention to those needs a priority for the organization at every stage in design, construction, and operation of the project.
- **Commitment to labor justice and workplace safety.** This includes striving to ensure that contractors working on the project are upholding labor standards and maintaining safe job sites, including providing third-party monitoring opportunities.
- **Commitment to Accountability.** This includes meeting goals, making realistic promises, delivering on deadlines in a timely manner, engaging with the community, and taking responsibility for the organization's work.
- **Commitment to actively consulting and working with the Community Advisory Committee.** This includes feedback on planning, implementation, construction, operation, governance, community engagement, and all other equity related matters.

Next Steps Associated with Project Governance

Furthermore, the CAC recommends that the following tasks associated with project governance and implementation be considered in the coming months, particularly at the staff level. The ATP Board and leadership of the other parties should consider taking any necessary actions after the critical decision making process associated with updating the light rail implementation plan this spring and summer is completed.

- Coordinate with the City of Austin and CapMetro to review, revise, and expand, as necessary, the work done on the Joint Powers Agreement to further delineate roles and responsibilities for each party in a manner that leads to a successful Project Connect and further details ATP as the principal entity responsible for implementing the project in an independent manner.
- Coordinate with the Austin City Council and CapMetro Board to identify concerns related to board structure and appointments and move forward with joint action by the three governing bodies to advance comprehensive governance changes. This includes working with the CAC to equitably advance any conversation on potential board expansion and appointment of new board members.

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

Date of Approval: February 20, 2023

Record of the vote: Approved on a 8-0-0 vote (Committee Members Almanza, Broadwater, Gorse, Snitchler, and Taylor absent)

Attest: , Project Connect Community Advisory Committee Chair

LETTER FROM TRANSIT FORWARD AUSTIN FEBRUARY 16, 2023

Good evening ATP Chair Castro de Barrera and Board Member Garza,

Thank you very much for helping steer the process for the ATP Executive Director. We know how much work this is, and we are deeply and sincerely appreciative of your effort for this critical process.

Transit Forward, an Austin based 501c3 with a mission to educate and engage our fellow Austinites about transit with a focus on Project Connect, has the following official statement regarding the consideration of Greg Canally as the permanent Executive Director of the Austin Transit Partnership (ATP). It is below, and if you have any feedback for myself or Chair Patrick Rose please do not hesitate to let us know.

"First, we believe strongly that Mr. Canally deserves the opportunity to serve as permanent Executive Director for ATP. He has exhibited numerous qualities in his service in an interim capacity, including a high work ethic, a deep understanding of the region's fiscal policies, the ability to communicate in a clear and effective manner to numerous different audiences, excellent responsiveness, and an aptitude in developing critical relationships with the Federal Transit Administration. Therefore, we fully encourage the ATP Board to appoint him with a permanent contract in an effort to continue the development of Austin's Light Rail program without interruption.

Second, we are very thankful for the opportunity to provide input as to the Executive Director position generally. At Transit Forward, we consistently promote inter-department, intra-agency and inter-agency collaboration and efficiency. Therefore, we ask that one of the overall deliverables for the position be to establish clear roles and responsibilities for the completion of Project Connect; both within the organization, and externally with the City of Austin and Capital Metro.

Furthermore, Transit Forward insists on accountable and transparent execution of voter-approved transit projects, including Prop A in 2020, and advocates at all necessary levels of elected and appointed leadership in furtherance of on-schedule, on-budget delivery. For this reason, we encourage the ATP Board to build into any contract the execution of hard, well-defined deliverables in order to make sure our world class city gets a world class transit system as soon as possible."

Sincerely,

Bill McCamley

Executive Director

TransitForward.org

Transit Forward

LETTER FROM ATX MOBILITY COALITION FEBRUARY 27, 2023

Dear Members of the Austin Transit Partnership Board of Directors, and Capital Metropolitan Transportation Authority Board of Directors,

Thank you for your service to the community.

The ATX Mobility coalition would like to highlight concerns that have been raised by the community with regards to transparency and process surrounding the appointment of the Capmetro CEO, and the Executive Director for Austin Transit Partnership. On January 30th,, CapMetro board chair announced after a closed-door session that, "The decision was made to move forward with him as Executive Director" in reference to the appointment of Greg Cannally. If such were indeed the case, this would entail a violation —- or a very bad faith interpretation —-of article 4.2.2 of the JPA (and the Texas Open Meetings Act), which was approved by the City of Austin, Capmetro, and ATP in the fall of 2021. That article clearly states:

"The ATP Board shall establish a community engagement process for such appointments which is appropriate for the appointment of senior leadership and similar to the process described above."

Furthermore, in article 3.2.3, the JPA established "Community Engagement Guiding Principles," which includes the following:

- *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 accountability documented.*
- *The Project Connect Community Advisory Committee shall be comprehensively consulted and involved in the process, including being regularly informed in advance of Project Connect-related equity and anti-displacement actions being brought to any of the Parties' policy making bodies in a timely manner that allows for informed decision-making so that they can effectively assist staff with community engagement processes 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.*

Had the board indeed made this determination, without an appropriate process, it would have been a violation of its core legal and public commitments to the community. Board Chair Castro de Barrera has since clarified this position with a press statement and has assured the community that such commitments indeed continue to be upheld.

However, the damage, to some extent, was already done. The community was led to believe that the board selected Mr. Cannally as a "sole candidate" without a good faith attempt at upholding its own Joint Powers Agreement. This has shaken public trust in the Board of the Austin Transit Partnership and has exposed the project to risk at a crucial moment, in which Board members should be making every effort to build and protect community trust.

Furthermore, such a decision would be in direct contradiction to the Eno Center analysis, which clearly recommended that: "Should the ATP Board adopt a separate leadership model, it should be prepared to spend considerable time recruiting a qualified executive."

Similarly, although the process for appointing the CEO of Capital Metropolitan Transportation Authority is not governed by the Joint Powers Agreement, it is the belief of the ATX Mobility Coalition the "Community Engagement Guiding Principles" should be applied throughout Project Connect, including on major decisions about governance and changes in executive leadership of the agencies developing the program.

We would like to call your attention to the fact that neither ATX Mobility Coalition, nor the Community Advisory Committee for Project Connect, nor the larger community of transit users, was in any way notified or engaged in the selection process for the new President/CEO of CapMetro. There was no transparent public posting of the candidates, and, to our knowledge, no open community meetings with publicly posted agendas, there was no meaningful stakeholder engagement. We look forward to working with Dottie Watkins, and appreciate the experience she brings to the leadership of this vital project. But the process for the selection did not live up to the public commitments made by the directors, nor did it live up to our community standards. For the future and success of this project, we must do better.

It is crucial that both Capmetro and ATP maintain a clear commitment, and work to uphold and build community trust; this can only be accomplished by a commitment to transparent public process, meaningful community engagement, and persistent oversight. We urge the board to take serious stock of the damage to community trust that such communication has caused and to take meaningful steps to repair that damage. We recommend the following:

- All board members must be intimately familiar with the commitments in the Joint Powers Agreement, and publicly demonstrate its commitment to upholding the "Community Engagement Guiding Principles" in article 3.2.3 of the JPA.
- New Board members should be asked to read and review the Eno Center analysis, and become familiar with the language of its recommendations, which are key to developing and implementing a healthy program.
- The Board must work to improve its communications protocols with the general public, and must improve its communication with the CAC and other advisory bodies in the project.
- The board must strive to repair trust with the community, Including publicly acknowledging the harm caused by the apparent violation of the JPA.

As always, we make ourselves available as allies, and strive for a successful community project.

Sincerely,
ATX Mobility Coalition

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

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

COMMUNITY FORUMS OUTREACH INCLUDED THE FOLLOWING:

Media Outlets with prior coverage or inquiries on issue	
	Austin Monitor
	KUT
	KXAN
Project Connect	
	Project Connect Community Advisory Committee (CAC)
	Austin City Council
	CapMetro Board of Directors
Austin Transit Partnership Technical Advisory Committees	
	Engineering, Architecture and Construction Technical Advisory Committee (EAC)
	Finance and Risk Advisory Committee (FAR)
	Planning, Sustainability, Equity and DBE Advisory Committee (PSEC)
CapMetro Volunteer Committees and/or Professional Networks	
	Access Advisory Committee (ACCESS)
	Customer Satisfaction Advisory Committee (CSAC)
	Public Safety Advisory Committee (PSAC)
	Project Connect Ambassador Network (PCAN)
U.S. Green Building Council (USGBC) Allied Partners	
	Austin Energy
	Austin Justice Coalition
	Committee on the Environment (COTE)
	Home Builders' Association
	Austin Parks and Recreation Department (PARD)
	South-central Partnership for Energy Efficiency as a Resource (SPEER)
	Sustainable Food Center
	Texas Impact
	Texas Property Assessed Clean Energy (PACE) Authority
Community Partner Organizations (information may have been shared with additional organizations)	
	Greater Austin Asian Chamber of Commerce
	Transit Forward
	City of Austin, Austin Transportation Department (ATD)
	Greater Austin Black Chamber of Commerce
	City of Austin Urban Transportation Commission (UTC)
	Downtown Austin Alliance (DAA)
	Greater Austin Chamber of Commerce
	Greater Austin Hispanic Chamber of Commerce
	Real Estate Council of Austin (RECA)
	The American Institute of Architects - Austin Chapter (AIA)

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

DISCUSSION GROUP FEEDBACK | February 16, 2023

Information below reflects notes taken by the facilitator at the community forum to capture specific feedback from participants attending the in-person event.

Desired Skills for the Executive Director of the Austin Transit Partnership
Leadership, passion, the ability to create trust, expertise in at least one of the elements important to the project. And, most importantly, a CHAMPION. A champion may not always win on the scoreboard, but the E.D. must demonstrate commitment to doing their best
Ride the transit system. On-the-ground experience is important (Seconded by another attendee)
Have ongoing conversations with people you don't usually work with - especially the marginalized and people who depend on transit
Ethical - do the right thing even when no one is looking
Champion - have public board events with media presence; Must have a strong communication plan and be prepared with a media protocol and consciousness
Be prepared to address opponents of the project
Be conscious of all the board members and who they represent
Strong sense of accountability to the community and ATP; Somebody who will take ownership
Strong commitment to equity - including in hiring practices: ATP should hire core transit riders, people with disabilities, black, brown, etc.
Strong leadership skills
Trust in team
Be collaborative, but decisive; Commit to decisions
Inspirational
Deliver difficult messages with sensitivity and without being in a rush. Do not be afraid to take time to answer
Realism when it comes to timelines and promises; It is better to under promise and over deliver
Flag difficulties for the community ahead of time
Risk management
Day-to-Day leadership
Set expectations
Emotional intelligence
Resiliency
Be here and know stuff - with an emphasis on being here
Provide structures to avoid bottlenecks in work - e.g. staff who have to rely on once-a-week or once-a-month check-ins before they can move forward with a solution tend to bottleneck projects
Values
Transparency
Honesty
Earnestness - be down-to-earth in the approach for delivering messages
Sense of fairness
Equity
Humility
Public agency - accountable to the public (value of service)
Respect
Efficiency and innovation*

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

Collaboration: recognize that this project is part of a larger whole. For example, the use and availability of water affects everyone in Austin. Understand the whole picture in relation to the project.
Problem solver, strategic thinker*
Employee Relations
Retention, engagement, and recognition
Awareness of the workforce, the market, and cost of living
Diverse representation throughout the team
Equity, diversity, and inclusion should not be just checkboxes
Regular check-ins: talk to people who work on the project weekly, without micromanaging. The team needs to understand expectations and the Executive Director needs to understand what the team is doing
Management by walking around - talk to everyone, not only the people who report to you
Strong commitment to safety, worker protections, and respect for labor unions
Texas is the deadliest state for construction workers, we need to revisit the Better Builder standards
Trust employee expertise
How often should we evaluate these goals?
Annual review, at minimum
Provide opportunities for community voice, periodic checkpoints which are publicly posted and communicated in advance
Evaluation criteria
Everything we discussed plus
Organizational metrics
Project delivery, meeting markers to stay on track with annual checkpoints
Timelines need to be put out to the public, early communication is essential especially early messaging about delays (e.g. two-year delay was suddenly announced in the media without community knowledge)
Transparency and budget schedule
Formal and informal evaluations - monthly, quarterly check-ins. Don't wait until the annual evaluation. There should be constructive criticism throughout the year
Organization
Look for opportunities to connect with community champions because they are strong advocates. Be sure to share progress and challenges. The CEO can lead this culture.
**NOTE: This comment was added by the facilitator*

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

DISCUSSION GROUP FEEDBACK | February 22, 2023

Information below reflects notes taken by the facilitator at the community forum to capture specific feedback from participants attending the in-person event.

Leadership
Clear vision of where we are going - beginning and end
Strong track record of using transit and sidewalks which has contributed in career
Hiring practices – equitable; Hire people without college degrees. Not only to build the infrastructure, but throughout the organization
Strong relationship with community; Hold community accountable with real asks. An ask of the community should produce results
Network with different city departments (besides transportation and public housing). For example, APH can help solve for public health issues by posting walking maps at transit stops. PUMA, for example, pays community members to conduct research on their own community
Talk with all stakeholders (all members who will be directly affected by groundbreaking and construction) well ahead of time; Think ahead; Have the right people on team to draw from expertise to alleviate pain in the future
Strong relationship with media, especially KUT and social media; Ensure that regular updates are fair; Consider being on Latin USA
If this is a federal project, consider the national stakeholders and national media
Employee Relations
Person who is not afraid to hear how things are - constructive or otherwise
Employees feel they work in a safe environment
Recognize employee value, strengths and abilities
Equity = invest resources in employees who don't have college degrees, etc.
Be conscious of wage increases = equitable
Offer "Undoing Racism" training for employees
Clear expectations
Make sure staff are engaging with community all employees are showing up to community events = transparency
Percent of time dedicated to being in the community
Values
Honesty
Words are small, deeds are giants. Communicate the values. Open door. Available. Provide real answers, not pivots
Structure work week to percentage in community work
Walk the trails. On feet. Move through Austin - not driving
Know city also through the eyes of the community
On the ground, tangible
Ride bus at least once a month, once a week
Do the right thing
Ownership of positive and negative
Considerate, available - CE events accessible different locations, times and days; Put self in shoes of the people who aren't there; Meet people where they are; Willingness to be considerate; Aware of people's live experiences; Understand where other people are coming from
Understand community and combine needs, creativity in solutions. e.g. sidewalks that connect from buses to trains
Clear communication, information about transit options

Interconnected maps of mobility
Connect with departments (e.g., APH for health signage)
Architecture of Love & Care; Social emotional background of architecture; Create synergy to help the houseless; Look at the needs of all in the community; Demonstrates passion and need to solve for city issues
Evaluation
Ambassador program (e.g., watershed has an ambassador program) community members who work with board members to evaluate E.D. annually
Like the economist (not accountant) background; Gets big picture; Foundational = big picture; Garners respect of all stakeholders
Evaluate every trimester: check-in with community
Timeline with milestone deliverables; Hold accountable
Have solutions for problems that are brought to the board
Not slow like the rest of Austin; Not so much talking, more doing
ATP Team Feedback - from the whole organization
Post contact information everywhere (e.g., social media, local HEBs with QR code)
Create groups that champion ATP's efforts; This existed before the election, activate these groups again
Create feedback opportunities on transit and at stops
Accessibility (with a capital A) who within ATP represents the interests of the disability community

DocuSign Envelope ID: DF5E394D-6306-4A4B-95F1-0FA5AC50CA61

DISCUSSION FROM ATP TEAM DISCUSSION | February 23, 2023

Information below reflects notes taken by the facilitator at the employee roundtable event to capture specific feedback from participants attending the in-person event.

ATP Team Discussion Feb 23, 2023
Fiduciary responsibility - we do our business following the rules; We need to address that responsibility; Leader needs to own it
Be conscious of how we do business and how we fairly and equitably distribute that business
Responsible
Accountable
Not just a figurehead standing there looking pretty
Second on the fiduciary duty - public perception of how the money is being spent; ED is accountable to both the board and the taxpayers; Funds should be spent wisely
We need to regain trust that has been lost; Community Engagement has been quiet about progress on the project
Convener
The idea of being a new organization is okay internally, not externally
CapMetro's issues are our issues - shared responsibility
Strong leader; Communicate with employees, partners, stakeholders
Leading by example - inspires trust, support team
Small things matter such as timely responses to email
Takes over the room and has respect from all peers
Can we deliver? Counting on ED to lead us through the effort to implement light rail
Consistency of being there; Momentum that stays; Many of us made sacrifices as transplants to be here - would like to know that there is an opportunity for career growth
Understands the value of Community Engagement, outreach. Cannot be rushed. Illustration of a car. Community Engagement is the "paint and body" department. Give Community Engagement the time it needs to deliver a quality product. Cannot be rushed. Do not take time away from "paint and body" Can't expect us to do “God's work” in one day. People are drawn to the car by what it looks like before they pop the hood to be further impressed by how it works.
Respect. The Executive Director should defer to expertise on the team
ED needs to back staff decisions up to the board. The public will be hearing tough decisions and tough information.
The buck stops at the Executive Director
The foundation of good leadership is a good relationship with the staff
Decisiveness
Be able to make a decision and know that not everyone is going to agree
Create a structure of trust; Delegate decisions so that it doesn't have to roll all the way up
People have peace of mind when they know how a decision is going to be made; Establish public metrics, public KPI. The more public, the more secure everyone feels
People who may not agree with the decision, can respect the process because they can see how the decision is made. They see the bones. Don't dumb it down, let the people get as involved as they want to get.
Process to make a decision – show work, set expectations
Show how you used the feedback
Executive Director sets the culture; Bring staff along to allow for innovation and creativity.
Listen to people

Organization should not stifle conversations
Define things you want and what you don't want so you don't try to fit a square peg into a round hole
Careful not to use the same communication with the staff as with the community; Bring staff along with the thought process, do not use loose, philosophical explanations internally
Authenticity in spoken word - especially with staff
Setting system standards
Set clearer expectations of partnership with City of Austin and CapMetro regarding confidentiality and data sharing; The three parties are keeping things internal and consultants are keeping things from staff
ED should ask the triparty board to set a system to create standards of transparency
What is the underlying understanding of partnership
Different departments in the city should not be treated differently
Rooted in procedure
Unified in defining what is proprietary
Partnership with CapMetro is natural, but we need to be on the same page with the City of Austin
Communicate the when and why
Fearless leader: don't lead from a place of fear of public information requests, etc.
Knit the organization closer together

AUSTIN TRANSIT PARTNERSHIP	**JOB DESCRIPTION**	**TITLE:** ***Executive Director***
Dept. Name: ***Admin***	**Dept. #:**	**Job Code: ATPEXD**
FLSA Status: ***Exempt***	**Pay Grade:**	**Budget Accountability:**
Reports to: ***Board of Directors***		**People Supervised:**
EEOC Reporting Category: ***Officials & Managers***		**Salary Schedule:** ***Staff***

JOB SUMMARY

The Executive Director reports directly to the Austin Transit Partnership (ATP) Board of Directors. This is an executive management job responsible for the implementation of Project Connect, a transformative investment in new transit services, including MetroRapid Bus, Commuter Rail and Light Rail in Austin, TX. The incumbent is responsible for leading the implementation of Project Connect and is responsible for general management including finance, accounting, human resources, planning, engineering, architecture, procurement, and construction activities while ensuring the health and safety of staff and the public is protected at all times, appropriate environmental precautions are followed and that the quality of work meets industry standards.

The Executive Director is responsible for ensuring that appropriate polices are formulated, approved by the Board of Directors and implemented. The Executive Director is responsible for managing the public participation process, liaising with stakeholders and managing the relationship with senior sponsors. The Executive Director is responsible for advising the Board of Directors, management team and employees on a wide range of technical, business, financial, and organizational issues affecting ATP's ability to timely deliver Project Connect. The Executive Director provides strategic leadership for all Program Management functions. The Executive Director is the signing authority for the organization on all material contracts.

The uniquely complex funding and oversight of a coordinated transportation program across the region requires the Executive Director to effectively interact with and represent ATP in meetings and communications with local, State, and national elected officials and their staffs, as well as with the leaders of other important agencies. In addition, engagement with Austin residents, the business community, colleges and universities, and other key stakeholders is essential to ATP's mission of reducing congestion and providing a robust regional transit network.

ESSENTIAL DUTIES AND PRIMARY ACCOUNTABILITIES

Note: The essential duties and primary accountabilities below are intended to describe the general content of and requirements of this job and are not intended to be an exhaustive statement of duties. Specific tasks or responsibilities may be documented in the incumbent's performance goals and objectives as outlined by the Board of Directors.

- Be responsible and accountable for ATP's successful delivery of Project Connect;
- Establish general guidelines and performance objectives for Executive Vice President-level staff in each functional area of responsibility;
- Build partnerships and engage with key stakeholders and partners to support the mission of ATP and the Austin community;
- Develop strategy for the engagement of consultants and contractors required to implement Project Connect;

- Oversee the development of the financial plan and federal grant strategy;
- Oversee the negotiation of agreements and be responsible for decisions on key commercial terms and changes that may occur during the implementation process;
- Ensure a positive safety culture is maintained by supporting the health, safety, and security of employees within ATP and the public;
- Perform other duties as required and/or assigned.

RESPONSIBILITIES - SUPERVISOR AND/OR LEADERSHIP EXERCISED:

Plan, direct, coordinate, and review the work of assigned staff; assign work activities and coordinate schedules, projects, and programs; provide constructive feedback; review and evaluate work and make effective suggestions and recommendations.

Coach, train, and motivate staff; coordinate and/or provide staff training; and manage employee relations; manage the workflow and prioritization of projects and measure the performance of subordinate staff and take appropriate corrective action when necessary; provide advice and counsel to staff; develop developmental work plans for staff; implement or recommend corrective actions, discipline and termination procedures as appropriate or necessary.

MINIMUM QUALIFICATIONS

Education and Experience:

- Bachelor's degree in business, finance or public administration;
- Minimum 20 years of experience in public agency management and/or major capital project delivery with a focus on delivery of public transit or transportation projects;
- Management experience negotiating contracts using a variety of contractual models;
- Demonstrated leadership and organizational skills in a multi-disciplinary environment and a self-managing, self-driven leadership style;
- Demonstrated experience developing and managing staff;
- Experience with resolution of construction-related claims is desirable;
- Experience working for a public transportation agency is desirable;
- Directly related experience in public financing, government contracts, construction, environment, transportation, real estate, and investment management is highly desirable.

Knowledge, Skills and Abilities:

- Excellent written and oral communication skills; interpersonal skills; and analytical skills.
- Ability to manage and monitor work performance of multiple departments including ability to:
  - Evaluate program and work objectives and effectiveness;
  - Establish broad organizational goals;
  - Realign work and staffing assignments as required;
- Ability to establish and maintain effective working relations with employees, managers, the Board of Directors, outside attorneys, and the public.
- Ability to develop and monitor departmental budgets.

- Ability to coach and manage department personnel to improve performance.
- Ability to research, analyze, and apply managerial knowledge to reach managerial decisions;
- Ability to advise and counsel ATP staff.
- Ability to state facts, and opinions clearly and logically in written and oral form.
- Knowledge of public sector laws, regulations and familiarity with federal, state, and local transportation statutes and regulations.

Equipment and Applications

Must be proficient in using business and communications software, preferably Microsoft Office 365 which includes Word, Excel, PowerPoint, Outlook, Teams, and/or other modules as needed.

TRAVEL REQUIREMENTS

Minimal travel may be required.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

Work is generally performed in an office environment but requires occasional attendance at public meetings, stakeholder meetings and construction job sites. Job may entail considerable levels of stress as this role works with multiple project timelines and is responsible for managing employees performing work of a complex nature.

Subject to standing, walking, bending, reaching, stooping, and lifting of objects up to 25 pounds; may occasionally be exposed to dangerous machinery, extreme weather conditions, physical harm, hazardous chemicals, and extreme noise when conducting site visits and working in the field.

ATP promotes a safe and healthy work environment and provides appropriate safety and equipment training for all personnel as required.

Reasonable accommodations may be made to enable individuals with disability to perform the essential functions as previously described.

COMMITMENT TO DIVERSITY

The Austin Transit Partnership is deeply committed to building a workplace where inclusion is not only valued but prioritized. We are proud to be an equal opportunity employer and committed to creating a welcoming and diverse environment. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, pregnancy, age, or any other protected characteristic as outlined by federal, state or local laws. ATP makes hiring decisions based solely on qualifications, merit, and organization needs at the time.

December 23, 2020

Greg Canally

[redacted] 552.101

Dear Mr. Canally,

Welcome to Austin Transit Partnership (ATP)! We are pleased to offer you the position of **Chief Financial Officer** at a salary rate of **$235,000/YR** paid biweekly starting **Monday, 2/01/2021**.

In addition to your salary, you will be eligible for our complete benefits package including life, health and dental insurance, long term disability, Section 125, childcare and a 401(k) plan. If you have any questions or concerns regarding benefits, **please contact Sherine Spence (Manager of Compensation and Benefits) at 512-369-6032.**

The purpose of this letter is to confirm our discussion regarding your compensation and start date. This letter is not an employment contract. Austin Transit Partnership is an at-will employer and either you or ATP may end the relationship at any time.

In order to comply with the Immigration Reform and Control Act of 1985, please provide documentation of your legal right to work in the United States. Attached is a list noting the acceptable documents. Please provide either one document from List A or one document from List B and one document from List C.

Please report to **Capital Metro offices at 700 Lavaca St, Austin, TX 78701 on Monday, February 1st 2021, at 9:00 am** for new hire processing. You will need to check in with Security once you arrive and ask for People and Culture.

We look forward to you joining the ATP family! In the meantime, you can expect to receive additional communications to start your onboarding process.

Greg, welcome to your new ATP family!

Sincerely,

Renay Jenkins

Recruiter, Austin Transit Partnership

Accepted 1/20/21

DocuSign Envelope ID: F4D2FFE4-0FCF-4B09-A60B-B8B7B224FF29

AUSTIN TRANSIT PARTNERSHIP

PERSONNEL CHANGE NOTICE | HR16

☐ CAPITAL METRO ☑ AUSTIN TRANSIT ID # 004029

Name Gregory D. Canally 552.101 Date April 28, 2022

Address [redacted]

City / State / Zip Austin, TX 78704

Home Phone _____ Cell Phone (512) 791-7674

~~Social Security Number:~~ _____ ~~Date of Birth:~~ _____

INFORMATION NEEDED FOR JOB CHANGES

Effective Date May 2, 2022 Job Change Reason Begin remuneration

New Job Executive Director - Interim

Supervisor ATP Board of Directors Department 812/Admin Services Division ATP

Job Code ATPEXD Scheduled Hours 80 Employee Type Regular

Current Salary $242,050.07 New Salary $310,000.00 Increased % _____

☐ NON-EXEMPT ☑ EXEMPT ☑ FULL TIME ☐ PART TIME

Additional Information Interim Executive Director - Current benefits, including paid time off, health insurance and retirement will continue as they are currently in place. Pay change, supervisor change & department change.

INFORMATION NEEDED WHEN JOB ENDS

Reason for Separation Select ☑ Voluntary ☐ Involuntary

Separation Date _____ Rehire Status (Y/N) _____ Estimated Unused Sick Hrs. _____

Last Day Worked _____ Benefit Arrears Owed (Y/N) ____ $ _____ Est. Unused Vac. Hrs. _____

Additional Information _____

DocuSigned by: Greg Canally 9E638C46B99446C... 5/3/2022

Employee Signature Date

DocuSigned by: Doug Elkins E5BDCF24DD834E8... 5/3/2022

Supervisor Signature Date

DocuSigned by: Juliana Harris 4EBEB8F6B0804F2... 5/3/2022

People & Culture Signature Date

METRO

PERSONNEL CHANGE NOTICE
For New Employee

Clock #

☒ Capital Metro ☐ Capital Metro IUE 552.101

Effective Date: 2/1/21		Social Security: [redacted]		
First Name: GREGORY	Middle Name: DAVID	Last Name: CANALLY		
Address: [redacted]				
City: AUSTIN	State: TX	Zip: 78704		
Home Phone#:	Cell Phone#: 512 791 7674	Date of birth: 552.101 [redacted]	Veterans: Yes (No)	Branch:
Gender: M	Marital status: 552.101 [redacted]	Ethnicity:		
Title: CFO / Chief Adv Officer	Pay rate:	Supervisor: Randy Clarke, ED ATP		
DL #: [redacted]	Type: E	Class: C	Issued: 6/8/2020	Expired: 5/7/2028

EMERGENCY CONTACT INFORMATION:

552.101 [redacted]

For HR use only: EEO/SS

[signature] 1/31/21

Employee Signature Date

Original: ☐ Personnel file Copy: ☐ Payroll ☐ Employee (Supervisor provides copy to Employee)

HB Doc #222929

METRO

ACKNOWLEDGEMENT

Please initial next to each line to acknowledge that you have received and will comply with Capital Metropolitan Transportation Authority policies regarding:

- Background Investigations
- Equal Employment Policy
- Anti-Harassment Acknowledgement
- Tobacco-free Workplace
- Drug and Alcohol-free Workplace
- Attendance
- Disciplinary actions
- Long Distance Service
- Employee Identification Cards and Family Passes ($50 each for any replacement or unreturned cards)
- Cell Phone Utilization
- Information Security
- Technology Usage Policy
- Technology Assignment and Acquisition
- Code of Conduct
- Family and Medical Leave Act
- Appearance
- Social Media

- I understand that any Company issued items (i.e., keys, badges, family passes, etc.) that are not returned after your employment ends with Capital Metro are subject to payroll deductions.
- I understand that the Human Resources policies provide general guidelines and do not address all possible situations. Any questions about interpretation should be referred to the Human Resources Manager or designee.
- I understand that neither these policies nor any other document confers any contractual right, neither expressed nor implied, and do not guarantee any fixed terms or conditions of employment or employment for any specific time frame.
- I understand that no supervisor or other representative of Capital Metro or its non-profit corporation has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.
- I understand that the procedures, practices, policies and benefits described may be modified or discontinued from time to time and that Human Resources will make efforts to keep all employees informed of those changes.
- I understand that it is my responsibility to read and become familiar with the Human Resources Policies and that employees can view them on the Capital Metro intranet site.

Print Name: Gregory D Canady

Signature: [signature]

Date: 2/1/21

METRO

Public Access Option Form

Greg Canny
(Print Employee Name)

The Public Information Act allows employees, public officials and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information.

	Public Access?	
	No	Yes
Home Address	X	
Home Telephone Number	X	
Social Security Number	X	
Emergency Contact	X	
Information that reveals whether you have family members	X	

(Signature)

2/1/21
(Date)

Request for Verification of Employment

1721050012

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (If VA); by 12 USC, Section 1701 et. seq. (If HUD/FHA); by 42 USC, Section 1452b (If HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (If USDA/FmHA).

Instructions: **Lender** - Complete items 1 through 7. Have applicant complete item 8. Forward directly to employer, named in item 1.
Employer - Please complete either Part II or Part III as applicable. Complete Part IV and return directly to lender named in item 2.
The form is to be transmitted directly to the lender and is not to be transmitted through the applicant or any other party.

Part I - Request

1. To (Name and address of employer)	2. From (Name and address of lender)
HR DEPT Austin Transit Partnership (P) 512-389-7590	Lori Richard First Bank DBA CapstarLending 6836 Austin Center Blvd, #110 Austin, TX 78731 (P) ~~512-459-2420~~ 469-277-3515 (F) ~~512-459-8310~~ 361-317-3035

I certify that this verification has been sent directly to the employer and has not passed through the hands of the applicant or any other interested party.

3. Signature of Lender	4. Title	5. Date	6. Lender's No. (Optional)
Lori Richard	Mortgage Administration	05/19/2021	

I have applied for a mortgage loan and stated that I am now or was formerly employed by you. My signature below authorizes verification of this information.

7. Name and Address of Applicant (include employee or badge number)	8. Signature of Applicant
Gregory David Canally, SSN: [redacted] [redacted] Austin, TX 78704-4643 (H) 512-791-7674 (Email) 552.101[redacted]	SEE ATTACHMENT

552.101

Part II - Verification of Present Employment

9. Applicant's Date of Employment	10. Present Position	11. Probability of Continued Employment
02/01/2021	Chief Development Officer ~~Chief Financial Officer~~	yes

12A. Current **Gross** Base Pay (Enter Amount and Check Period)

$235,000 — [X] Annual [ ] Monthly [ ] Weekly [ ] Hourly [ ] Other (Specify)

12B. Gross Earnings

Type	Year To Date	Past Year ____	Past Year ____
Base Pay	Thru 5/21/21 $ 67,915.81	$	$
Overtime	$ —	$	$
Commissions	$ —	$	$
Bonus	$ —	$	$
Total	$ 67,915.81	$	$

13. For Military Personnel Only	
Pay Grade	
Type	Monthly Amount
Base Pay	$
Rations	$
Flight or Hazard	$
Clothing	$
Quarters	$
Pro Pay	$
Overseas or Combat	$
Variable Housing Allowance	$

14. If Overtime or Bonus is Applicable, Is Its Continuance Likely? n/a
Overtime Yes [ ] No [ ]
Bonus Yes [ ] No [ ]

15. If paid hourly-average hours per week
n/a

16. Date of applicant's next pay increase
the practice of ATP is an annual merit increase the first pay period of 2022.

17. Projected amount of next pay increase
the practice is a budget of 3%.

18. Date of applicant's last pay increase
n/a

19. Amount of last pay increase
n/a

20. Remarks (if employee was off work for any length of time, please indicate time period and reason)

Part III - Verification of Previous Employments

21. Date Hired	23. Salary/Wage at Termination Per (Year)(Month)(Week)			
22. Date Terminated	Base	Overtime	Commissions	Bonus
24. Reason for Leaving	25. Position Held			

Part IV - Authorized Signature

Federal statutes provide severe penalties for any fraud, intentional misrepresentation, or criminal connivance or conspiracy purposed to influence the issuance of any guaranty or insurance by the VA Secretary, the U.S.D.A., FmHA/FHA Commissioner, or the HUD/CPD Assistant Secretary.

26. Signature of Employer	27. Title (Please print or type)	28. Date
Juliana Harris	Director, HR Business Partner	5.24.2021
29. Print or type name signed in Item 26	30. Phone No.	
JULIANA HARRIS	(512) 389.7457	