

Exhibit A

**AUSTIN TRANSIT PARTNERSHIP
ETHICS, CONFLICTS, FINANCIAL DISCLOSURE, AND NONDISCLOSURE POLICY**

Revised July 17, 2024

I. OVERVIEW

The Austin Transit Partnership ("ATP") does hereby establish this Ethics, Conflicts, Financial Disclosure, and Nondisclosure Policy (this "Policy") to facilitate the development of procedures and controls for the ethical performance of the mission of ATP and the detection and prevention of conflicts of interest and fraud against and within ATP. It is the intent of ATP to promote consistent organizational behavior by providing the following guidelines and assigning responsibility for the development of controls and the conduct of investigations.

This Policy contains provisions applicable to ATP's employees, officers, board members, committee members, representatives, consultants, vendors, contractors, volunteers, and outside agencies doing business with employees of ATP, and/or any other parties with a business relationship with ATP. This Policy does not supersede any applicable federal or Texas law or administrative rule; if any portion of this Policy is declared by a court of competent and appropriate jurisdiction to be invalid, the remaining portions of this Policy shall remain in effect. All ATP board members, officers, committee members, and employees (each an "ATP Person") are required to familiarize themselves with this Policy and sign a written acknowledgement and acceptance of this Policy in the form of **Attachment 1**. ATP Persons are encouraged to reach out to the Law Department with any questions regarding any aspect of this Policy.

All ATP Persons must abide by all applicable federal and Texas laws, administrative rules, and ATP conduct policies, including this Policy. Where violations are determined to have occurred, the offending ATP Person may be subject to disciplinary action, including but not limited to dismissal or transfer or removal, as applicable. Where violations or infractions are determined to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

II. GENERAL ETHICAL STANDARDS OF CONDUCT

ATP is committed to conducting its activities with integrity and in a manner that encourages the confidence of the public and those persons with whom ATP does business and to prevent conflicts of interest. Each ATP Person is required to act at all times to preserve the trust of the community, to foster goodwill, and to protect ATP's reputation. Specifically, each ATP Person shall abide by the following:

A. *Prohibited Conduct*. An ATP Person shall not:

- (1) Accept or solicit any gift, favor, or service that might reasonably tend to influence such ATP Person in the discharge of official duties, or that such ATP Person knows or should know is being offered with the intent to influence such ATP Person's official conduct;

- (2) Intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised their official powers or performed their official duties in favor of another;
- (3) Disclose any nonpublic or confidential information (as defined in Section V below), that was acquired by reason of such ATP Person's official position;
- (4) Accept other employment, including self-employment, or engage in a business, charity, nonprofit organization, or professional activity that such ATP Person might reasonably expect would require or induce such ATP Person to disclose nonpublic or confidential information;
- (5) Negotiate for or accept other employment, including self-employment, or compensation or engage in any business or professional activity that could reasonably be expected to impair such ATP Person's independence of judgment in the performance of such ATP Person's official duties;
- (6) Make personal investments, or have a personal or financial interest, that could reasonably be expected to create a substantial conflict between such ATP Person's private interest and the public interest;
- (7) Utilize public or ATP time, property, facilities, or equipment for any purpose other than official ATP business, unless such use is reasonable and incidental and does not result in any direct cost to ATP, interfere with such ATP Person's official duties, and interfere with ATP functions;
- (8) Utilize their official position, or ATP issued items, such as a badge, indicating such position for financial gain, obtaining privileges, or avoiding consequences of illegal acts;
- (9) Knowingly make false or misleading statements, either oral or written, or provide false information, in the course of ATP business; or
- (10) Engage in any political activity while on ATP time or utilize ATP resources for any political activity.

B. Required Conduct. An ATP Person shall:

- (1) Perform their official duties in a lawful, professional, and ethical manner befitting ATP;
- (2) Be good stewards of ATP's reputation and shall not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of ATP unless authorized to do so;
- (3) Follow established channels of communication pertaining to the reporting of information and circumstances pertaining to ATP and its interests, except in cases described in Paragraph (4) below;
- (4) Actively report to the Executive Director or to the General Counsel, any practices,

ATP Ethics, Conflicts, Financial Disclosure, and Non-Disclosure Policy (rev. June 2024)

behavior, or instances of unethical or illegal activity, or any other violations of this Policy by an ATP Person;

- (5) Be fair, impartial and ethical in business dealings and shall not use their authority to unfairly or illegally influence the decisions of other ATP Persons;
- (6) Ensure that their personal or business activities, relationships and other interests do not conflict or appear to conflict with the interests of ATP and disclose any potential conflicts;
- (7) Transact ATP business effectively and efficiently and act in good faith to protect ATP's assets from fraud, waste, abuse, theft or damage;
- (8) Adhere to the highest standards of personal integrity, fairness, honesty, courtesy, respectfulness, and compliance with both the spirit and the letter of the law and this Policy;
- (9) Endeavor to create and foster a safe, dignified and respectful work environment that is free from all forms of harassment and from unlawful and unfair discrimination;
- (10) Conduct and discuss matters of public interest openly and in compliance with all applicable laws, resolving doubtful cases in favor of transparency; and
- (11) Respect and protect the privileged and confidential information to which they have access; including information provided and lawfully discussed in closed session.

III. CONFLICTS OF INTEREST

- A. *Generally.* ATP and each ATP Person shall avoid, neutralize, or mitigate actual or potential conflicts of interest so as to prevent fraud, unfair competitive advantage, or the existence of conflicting roles that might impair the actions of ATP. ATP Persons are expected to deal at arms-length in any transaction on behalf of ATP and avoid and disclose actual conflicts of interest under the law or this Policy and any circumstance which could impart the appearance of a conflict of interest.
- B. *Defining a Conflict of Interest.* A conflict of interest exists when an ATP Person is in a position in which any official act or action taken by them is, may be, or appears to be influenced by considerations of personal gain rather than the general public trust. A conflict of interest may also arise when an ATP Person is unable to provide impartial and objective assistance or advice.
- C. *Prohibited Conduct.* Each ATP Person shall abide by the following:
 - (1) For procurement of goods and services, no current or former ATP Person shall participate in the deliberation, evaluation, selection, award, or administration of any contract if they have a real or apparent conflict of interest. Such a conflict could arise if an ATP Person; any member of their immediate family; their partner; or an organization which employs or is about to employ any of the aforementioned persons, has a financial or other interest

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in, or receives a tangible personal benefit, in excess of \$50 from a firm being considered for a contract with the Corporation. "Immediate family" means a spouse, domestic partner, parent, child, or spouse of a parent, child, brother, sister, or spouse of a child, brother or sister.

- (2) No ATP Person shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements with regard to any contract, except where (i) the financial interest is not substantial (\$50 or less), (ii) the gift is an unsolicited item of nominal intrinsic value, or (iii) such solicitation or acceptance is otherwise subject to an exception set forth in the Texas Penal Code.
- (3) No current or former ATP Person who is in a position to participate in a decision-making process or gain inside information about a contract, may obtain a financial interest or benefit from such contract.
- (4) Each current and former ATP Person shall ensure that their personal or business activities, relationships and other interests do not conflict or appear to conflict with the interests of ATP and shall affirmatively disclose any potential conflicts. No current or former ATP Person shall participate in a matter involving a business, contract or real property transaction in which the ATP Person has a Substantial Interest if it is reasonably foreseeable that an action on the matter would confer a special economic benefit on the business, contract or real property that is distinguishable from its effect on the public.
- (5) No current or former ATP Person may fail to disclose a Substantial Interest in a business, contract, or real property that would confer a benefit by their vote or decision. The ATP Person may not participate in the consideration of the matter subject to the vote or decision. Prior to the vote or decision, a board member shall file an affidavit citing the nature and extent of their interest with ATP's General Counsel in accordance with Tex. Loc. Govt. Code, § 171.004.
- (6) ATP will not enter into a contract with a business that is required to submit a [Certificate of Interested Parties form \(Form 1295\)](#) in accordance with Tex. Govt. Code, § 2252.908, until receipt of evidence that this form has been filed.

Note: For purposes of this Subsection (C), the prohibitions above against participation by a former ATP Person shall expire one year after their ATP employment, appointment, or contract has ended unless waived earlier, for good cause, by the Executive Director.

D. *Substantial Interests.* ATP will not enter into a contract with a business in which a board member or employee or a Family Member of a board member or employee has a Substantial Interest except in case of emergency, or if the business is the only available source for essential goods and services or property, or the recommendation for award is made by staff not involved with the Substantial Interest and any Board member with a conflict has recused themselves from the award.

E. Conflicts Disclosure.

- a. Per Texas Local Government Code Chapter 176, a Local Government Officer of ATP must file a [Conflicts Disclosure Statement \(FORM CIS\)](#) with ATP's General Counsel if:
 - i. The person or a Family Member of such person received at least \$2,500 in taxable income (other than investment income) from a vendor or potential vendor in the last twelve (12) months through an employment or other business relationship;
 - ii. The person or certain Family Members received gifts from a vendor or potential vendor with an aggregate value greater than \$100 in the last 12 months; or
 - iii. The person has a Family Relationship with respect to a vendor (or an employee of the vendor).
- b. Per Texas Local Government Code Chapter 176, a vendor doing business with ATP or seeking to do business with ATP is required to file a completed [Conflict of Interest Questionnaire \(FORM CIQ\)](#) disclosing the vendor's affiliations or business relationship with any board member or Local Government Officer or their Family Member.

F. Defined Terms. As used in this Article III:

- a. "Family Member" is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.
- b. "Family Relationship" is a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573, Subchapter B.
- c. "Local Government Officer" is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:
 - (1) A member of the Board of Directors;
 - (2) The President/Executive Director; or
 - (3) A third party agent of ATP, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.
- d. "Substantial Interest" is defined by Tex. Loc. Govt. Code, § 171.002. A person has a Substantial Interest in:
 - (1) A business entity if the person owns ten percent (10%) or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity OR funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or

- (2) Real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

IV. FINANCIAL DISCLOSURE

- A. *Financial Disclosure.* Each ATP Person (for purposes of this Section IV, this term includes ATP board members, officers, ATP employees who work in the Procurement Department, and members of the ATP Senior Management Team (Executive Director, Executive Vice Presidents, and Senior Vice Presidents)) will complete and return to ATP's General Counsel an Annual Statement of Financial Interests and Affiliations, in the form attached hereto as **Attachment 2** within 10 business days of the person's appointment or employment with ATP. ATP board members shall also file an Affidavit of Financial Interest, in the form attached hereto as **Attachment 3**, in accordance with Texas Local Government Code Chapter 171, when legally required. An ATP Person or board member is also required to file an amended statement no later than 5 p.m. on the seventh business day after the date on which the person becomes aware of facts that require a filing of an amended statement. Each fiscal year, each ATP Person shall self-certify any amendments to their filing or that there are no amendments required.
- B. *Updates.* The Annual Statement of Financial Interests and Affiliations form may be modified as required by law upon the recommendation of the ATP General Counsel without returning to the Board, provided the ATP General Counsel provides advance notice of the proposed changes to the Board.

V. CONFIDENTIALITY AND NONDISCLOSURE

- A. *Nondisclosure of Confidential Information.* Except as otherwise required by law, all ATP Persons shall be prohibited from disclosing, using or permitting access to any Confidential Information in any manner or for any purpose other than the in exercise of their duties and responsibilities in carrying out the interests of ATP. Likewise, former ATP Persons are prohibited from disclosing any non-public or confidential information (as defined below) acquired during the ATP Person's tenure or association with ATP in any capacity. Upon the expiration or termination of an ATP Person's employment or service with ATP, such person shall return to ATP or destroy all Confidential Information in their possession.

For purposes of this Policy, "Confidential Information" means all non-public (i.e. excepted from disclosure by any federal or state law or regulation, or by any court of competent jurisdiction), proprietary, or confidential information developed by or disclosed to any ATP Person in the performance of their duties or related to the business of ATP, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by an ATP Person that contain, are based on, or otherwise reflect, to any degree, any of the foregoing; provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of improper disclosure or omission; (ii) is obtained by an ATP Person on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (iii) was previously in an ATP Person's lawful possession prior to becoming an ATP Person, as established by documentary evidence.

- B. *Public Disclosure.* If at any time an ATP Person receives a request for disclosure of Confidential ATP Ethics, Conflicts, Financial Disclosure, and Non-Disclosure Policy (rev. June 2024)

Information pursuant to the Texas Public Information Act (Ch. 552, Tex. Gov't Code), such ATP Person shall not respond to such request, but shall promptly inform ATP's designated public information coordinator of such request.

C. Exceptions. Notwithstanding the foregoing, it is not a violation of this Policy to disclose a trade secret that:

- (1) Is made (i) in confidence to a federal, state, or local government official acting in their official capacity, either directly or indirectly, or to an attorney representing the ATP Person, and (ii) solely for the purpose of reporting or investigating an alleged violation of law; or
- (2) Is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and, (ii) does not disclose the trade secret, except pursuant to court order.

Nothing in this Policy will or is intended to prohibit any communication by any Party with the United States Securities and Exchange Commission with respect to any possible violation by ATP, or any affiliate of ATP, of any United States securities laws or the rules and regulations promulgated thereunder.

VI. COMPLAINTS AND PENALTIES FOR VIOLATION OF THIS POLICY

A. Complaint Procedures: The following are the formal complaint and grievance procedures for a violation of this Policy:

- (1) A person who has a complaint or grievance about any services or activities of an ATP Person may during regular business hours submit such complaint or grievance, in writing to the ATP General Counsel or Executive Director.
- (2) The ATP General Counsel or Executive Director shall cause an investigation of the complaint or grievance to be completed, if practicable, and provide an update regarding the administration of such investigation to the person who made the complaint or grievance.
- (3) The person reporting the violation of this Policy shall not attempt to personally conduct investigations or interviews related to any suspected fraudulent act.

B. Confidentiality. To the extent allowed by law, any person reporting or investigating reports is required to keep reports and all information relating to the investigation confidential, except as necessary to report the violation of this Policy or to conduct a complete and fair investigation. Any person who learns of any investigation shall keep all matters relating to the investigation strictly confidential to the extent allowed by law.

- C. *Non-Retaliation*. No person who reports a violation of this Policy in good faith shall suffer harassment, retaliation or employment consequence. Retaliation in any form will not be tolerated. Any act of alleged retaliation should be reported immediately and will be promptly investigated.
- D. *Penalties*. Any ATP Person found to be in violation of this Policy may be subject to disciplinary action, including termination of employment or appointment. ATP board member violations will be reported to their appointing body for determination of any appropriate action.

VII. MISCELLANEOUS PROVISIONS

- A. This Policy shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as they may relate to the conduct of ATP Persons.
- B. Within thirty (30) days of the effective date for the adoption of this Policy each ATP Person will receive a copy of this Policy and shall be required to sign a statement in the form of **Attachment 1** hereto acknowledging that they have read, understand and will comply with ATP's Ethics, Conflicts, Financial Disclosure, and Nondisclosure Policy. A copy of this Policy shall be provided to each ATP Person promptly after they have joined ATP. ATP shall keep in its files a copy of the acceptance and acknowledgment executed by each ATP Person.
- C. *Training*. ATP Persons shall participate in regular training related to ethical conduct, this Policy, and related laws and policies.
- D. *No Employment Contract*: Notwithstanding the forgoing, this Policy is not a contract of employment. The ATP Board of Directors reserves the unilateral right to make changes to this Policy, including but not limited to, the right to supplement, to modify or to eliminate provisions described in this Policy: these changes may be communicated to affected persons through channels determined by ATP, but the changes shall become effective on the date approved by the ATP Board of Directors regardless of when communicated.

Attachment 1 – ATP Ethics, Conflicts, Financial Disclosure, and Nondisclosure Policy
Acknowledgement

AUSTIN TRANSIT PARTNERSHIP
ETHICS, CONFLICTS, FINANCIAL DISCLOSURE, AND NONDISCLOSURE POLICY

Acknowledgment and Acceptance

By signing below, I acknowledge and certify the following that I have: (i) received a copy of Austin Transit Partnership's Ethics, Conflicts, Financial Disclosure, and Nondisclosure Policy (the "Policy"); (ii) I have read and understand the Policy; and (iii) I agree to comply with the Policy.

Signature

Date

Printed Name

Title

Attachment 2 – Annual Statement of Financial Interests and Affiliations

AUSTIN TRANSIT PARTNERSHIP
Annual Statement of Financial Interest and Affiliations

Deadline for Filing: Within 10 business days of the person’s appointment or employment with ATP. An ATP Person is also required to file an amended statement no later than 5 p.m. on the seventh business day after the date on which the person becomes aware of facts that require the filing of an amended statement. Each fiscal year, each ATP Person shall self-certify any amendments to their filing or that there are no amendments required.

I. GENERAL DATA

NAME: _____

TITLE: _____

II. DEFINITIONS

“ATP Person” (for the purposes of this form) means ATP board members, officers, ATP employees who work in the Procurement Department, and ATP Senior Management Team (Executive Director, Executive Vice Presidents, and Senior Vice Presidents)

"Business Entity" means a sole proprietorship, partnership, limited partnership, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized by law through which business is conducted.

"Immediate Family" means ATP Person's spouse, dependent children including adopted children and step-children, and, in addition, any relative who resides in the ATP Person's residence. A child is considered to be dependent if the ATP Person is providing more than 50% of the child's support in a calendar year.

An ATP Person has a "Substantial Interest" (as defined by Tex. Loc. Govt. Code, § 171.002) in:

- (1) A business entity if the person owns ten percent (10%) or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity OR funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or
- (2) Real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

III. EMPLOYMENT INTERESTS

List the names of any business or other entity with which you or your Immediate Family were employed in the last five (5) years as an employee, owner, partner, board member, or consultant. If none, write NONE.

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

IV. SUBSTANTIAL FINANCIAL INTERESTS

Are you or your Immediate Family affiliated with any business entity that does business with ATP now, or may seek to do business with ATP in the foreseeable future, in which you or your Immediate Family member has a Substantial Interest (such as salary, pension or retirement plan, shared income, commitment to hire or rehire, or other arrangement, or ownership of stock, stock options, bonds, securities, partnership interest, trusts, or other arrangement or relationship) as a result of any current or past employment, business, or professional relationship. If none, write NONE. Identify by line item which family member's interest is disclosed.

Do not list 1) banks, credit unions, and savings and loans associations in which you, or a member of your immediate family, hold a checking or savings account, and 2) investments in mutual funds.

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

V. LOANS

Are you or your Immediate Family affiliated with any business entity that does business with ATP now, or may seek to do business with ATP in the foreseeable future, in which your Immediate Family is indebted? If none, write NONE. Identify by line item which family member's interest is disclosed.

Do not list mortgage loans for primary personal residence, car loans, student loans, loans on revolving credit accounts, and credit cards.

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |

3. _____

7. _____

4. _____

8. _____

VI. INTERESTS IN REAL PROPERTY

Do you or your Immediate Family, have a whole or partial ownership in real property located within the Project Connect service area (within a half mile of an Austin Light Rail current or proposed facility or route)? Please indicate (a) the individual who has the interest and their relationship to you, if other than yourself; nature of interest, e.g., ownership, mortgage, lien, investment trust; (c) the type of property, e.g., residence, hotel, apartment, farm, undeveloped land; and (d) address of the real property including county. If none, write NONE.

Do not list your primary personal residence.

1. _____

2. _____

3. _____

4. _____

If additional space is needed to fully disclose any item, please type or write on separate sheets and submit as attachments to this statement.

I acknowledge that I have been provided a copy of ATP's Ethics, Conflicts, Financial Disclosure, and Nondisclosure Policy.

Upon filing of this statement with the General Counsel of ATP, I affirm that I shall abstain from voting, deliberating, or further participating in any matter involving the business entity or real property listed above, unless allowed by law. I also understand that I have an ongoing duty to update this information should the responses above change.

Signature

Date

CHAPTER 171 CONFLICT OF INTEREST AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, _____ (*printed name of affiant*), a local public official, make this affidavit and hereby on oath state the following:

I have a substantial interest in a business entity or real property that may receive a special economic effect or have a special economic effect on the value of the property, that is distinguishable from the effect on the public, by an action contemplated by the Austin Transit Partnership.

The business entity or real property in which I have a substantial interest is: [*name and address of business and/or description of property*] _____

I or a person that is related to me within the first degree of consanguinity (blood) or affinity (marriage) as defined by state law has a substantial interest in this business entity or real property for the following reasons [*circle all that apply*]:

- (1) own 10% or more of the voting stock or shares of the business entity;
- (2) own 10% or more of the fair market value of the business entity;
- (3) own \$15,000 or more of the fair market value of the business entity;
- (4) receive from the business entity funds that exceed 10% of their gross income for the previous year;
- (5) have/has an equitable or legal ownership of real property with a fair market value of \$2,500 or more.

Upon filing of this affidavit with the General Counsel of Austin Transit Partnership, I affirm that I shall abstain from voting or further participating in any matter involving the business entity or real property, unless allowed by law.

Signed this _____ day of _____, 20 _____

Signature of Affiant

Affiant

BEFORE ME, the undersigned authority, this day personally appeared _____ [*name of affiant*] and by oath stated that the facts herein stated are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME before me on this ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires: _____