



MEMORANDUM

City of Austin
Financial Services Department
Purchasing Office

DATE: 06/14/2017
TO: Memo to File
FROM: Erika Larsen, Procurement Specialist II
RE: MA NI170000015

This Master Agreement Contract was created and administered by Transportation Department. All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this Master Agreement Contract other the creation of the payment mechanism for accounting purposes.

Note: Option language will need to updated to reflect one 12-month extension option approved by council.

**INTERLOCAL AGREEMENT BETWEEN
CAPITAL AREA COUNCIL OF GOVERNMENTS AND
THE CITY OF AUSTIN FOR AIR QUALITY SERVICES**

This Interlocal Agreement (“Agreement”) is made by and between Capital Area Council of Governments, a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code (“CAPCOG”) and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas acting by and through its duly authorized City Manager, or designee (“the City”).

WITNESSETH:

WHEREAS, CAPCOG and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq; and

WHEREAS, the City is a Texas local government that is seeking to provide funding to implement the Austin-Round Rock Metropolitan Statistical Area (MSA) Ozone Advance Program Action Plan.

WHEREAS, the City finds that supporting the Capital Area Council of Governments and the Central Texas Clean Air Coalition in expanding its role of regional coordination for air quality program in Central Texas will satisfy an important municipal purpose, and will assist the City in finding ways to improve air quality within the City.

WHEREAS, this contract is entered into between CAPCOG and City of Austin under Chapter 791 of the Government Code so that the City can contribute funding to implement the Austin-Round Rock Metropolitan Statistical Area (MSA) Ozone Advance Program Action Plan (OAP) with a specific focus on outreach and education efforts.

NOW, THEREFORE, CAPCOG and the City agree as follows:

I. OBLIGATIONS OF CAPCOG

- A. CAPCOG shall appoint one staff person to act as a single point of contact (“SPOC”), with the City. The SPOC shall be knowledgeable in air quality matters and proficient with the MSA Ozone Advance Program Action Plan. SPOC shall possess decision making ability and authority. CAPCOG SPOC contact information is:

Andrew Hoekzema
Director of Regional Services
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744
512-916-6043
ahoekzema@capcog.org

- B. CAPCOG shall provide all administrative and staffing to complete necessary work associated with the Scope of Work and Matrix incorporated and attached hereto as Exhibit "A".
- C. CAPCOG shall complete the following tasks as described in Exhibit A:
- Task 1: Air Central Texas Website Enhancement and Maintenance
 - Task 2: Electronic Outreach and Education
 - Task 3: 2017 Air Central Texas Awards
 - Task 4: Other Administrative Activities to Support Tasks 1-3

II. OBLIGATIONS OF THE CITY

- A. The City shall appoint one staff person to act as a single point of contact ("SPOC"), with the CAPCOG. The SPOC shall be knowledgeable in air quality matters and proficient with the MSA Ozone Advance Program Action Plan. SPOC shall possess decision making ability and authority. The City SPOC contact information is:

City of Austin
Pharr Andrews
Environmental Program Coordinator
P.O. Box 1088
Austin, Texas 78767-1088
512-974-6476
pharr.andrews@austintexas.gov

- B. In exchange for aforesaid services, the City shall pay an amount not to exceed \$50,000.00, in accordance with the itemized budget incorporated and attached hereto as Exhibit "A" of which \$4,000.00 may be shifted between Tasks 1-4 as necessary to use these funds to the fullest extent possible without requiring a formal amendment to this Interlocal Agreement. The amount provided for in Task 5 may not be modified except by a formal amendment to this Interlocal Agreement.
- C. The City and CAPCOG acknowledge that CAPCOG may publish data, information, and results relating to the air quality outreach and education activities performed under this Agreement. The City however shall have 30 days to review and comment on any proposed publication. CAPCOG agrees to give reasonable consideration to the City's comments in the proposed publication.
- D. The City has the right to audit and inspect records maintained by CAPCOG relating to work performed under this Agreement during and up to 12 months after the termination of this Agreement.

III. TERMS, TERMINATION

- A. This Agreement shall be effective from and after the date of execution by all parties, and shall expire 12 months thereafter.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time, then the offended party shall have the right without further notice to terminate this Agreement.
- C. This Agreement may not be altered, modified, or amended except in writing, approved by CAPCOG and the City Manager, or designee.

IV. PAYMENT FOR SERVICES

- A. Quarterly, or as otherwise mutually agreed upon, invoices shall be contact information indicated below.
- B. The City shall pay CAPCOG for services performed no later than 30 days after receipt and approval of the invoice. Payment under this Agreement shall be made from current revenue available to the City. Remittance will be made payable to CAPCOG and will be sent to:

V. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- B. Indemnity. Both parties agree that neither shall indemnify the other in the execution of performance of the Agreement.
- C. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.
- D. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the CAPCOG and the City Manager of the City of Austin, or designee.
- E. Entire Agreement. This Agreement constitutes the entire agreement between the City and CAPCOG. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- F. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing.

The address of City for all purposes shall be:

City Manager
City of Austin
P.O. Box 1088
Austin, Texas 78767

Attn.: Pharr Andrews, Environmental Program Coordinator

The address for CAPCOG for all purposes under this Agreement and for all notices hereunder shall be:

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, TX 78744

Attn.: Andrew Hoekzema, Director of Regional Services

- G. Publicity. Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for use in the public media, except as required by the Texas Open Records Act or other law or regulation. CAPCOG, however, shall have the right to acknowledge the City's support of the investigation under this Agreement in scientific or academic publications and other scientific or academic communications, without the City's prior approval of any such statements; the parties shall describe the scope and nature of their participation accurately and appropriately.
- H. Dispute Resolution. The Parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the Parties agree to attempt in good faith to resolve the dispute between themselves. At the written request of either Party, each Party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the Parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each Party shall pay half the cost of the Center's mediation services. The Parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- I. Discrimination. CAPCOG and City of Austin shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

VI. TERMINATION OF CONTRACT FOR UNABAILABILITY OF FUNDS

- A. The Parties acknowledge that either Party may terminate this contract in whole or part if either Party learns that funds to pay for the goods or services will not be available at the time of delivery or performance.
- B. City terminates this contract for unavailability of funds by giving CAPCOG notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.
- C. If CAPCOG terminates this Agreement pursuant to this Article 6, CAPCOG shall refund any unused funds paid by the City to CAPCOG within 30 calendar days.

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

**CITY OF AUSTIN,
TEXAS**

**CAPITAL AREA COUNCIL OF
GOVERNMENTS**

By 
Name: Herbert Goode
Title: Assistant City Manager

By 
Name: Betty Voights
Title: Executive Director

Date 4/12/17

Date 4/21/17

APPROVED AS TO FORM:

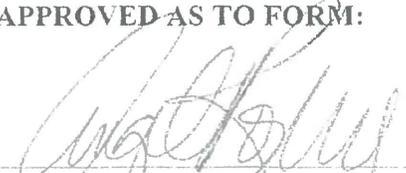

Angela C. Rodriguez
Assistant City Attorney

Exhibit "A"

Scope of Work for City of Austin-CAPCOG Interlocal Agreement for 2017

General

The City of Austin (the City) has committed to support the Capital Area Council of Governments (CAPCOG) and the Central Texas Clean Air Coalition in expanding its role of regional coordination for air quality program in Central Texas. The purpose of this interlocal agreement is to provide funding to implement the Austin-Round Rock Metropolitan Statistical Area (MSA) Ozone Advance Program Action Plan (OAP) with a specific focus on outreach and education efforts. Activities will include:

- Task 1: Air Central Texas Website Enhancement and Maintenance
- Task 2: Electronic Outreach and Education
- Task 3: 2017 Air Central Texas Awards
- Task 4: Other Administrative Activities to Support Tasks 1-3

It is expected that the tasks outlined above will:

- Build a robust outreach and education campaign that will bring consistency to the messages and branding of the regional efforts,
- Continue to encourage the general public to take actions to reduce ozone-forming emissions and use alternative commuting options, and
- Ensure the vulnerable members of the community have enough information about ozone to protect themselves from exposure to high ozone levels when they occur in the region.

With the agreement of both project representatives, up to \$5,000.00 may be shifted between Tasks 1-3 as necessary to use these funds to the fullest extent possible without requiring a formal amendment to this interlocal agreement. Deliverables for each task are structured to facilitate quarterly billing. Within each task, unspent funds for each deliverable may be added to the budget of the next deliverable in that same task. The amount provided for Task 4 may not be modified except by a formal amendment to this interlocal agreement.

Throughout the performance period for this ILA, the City project representative may provide additional guidance or instruction to CAPCOG regarding this work. In addition to approving shifts in funding between tasks, the City's project representative may also extend any deliverable deadlines up to the last day of the contract.

Project Representatives

The following individuals are authorized by their respective organizations to serve as project representatives. CAPCOG's project representative shall be responsible for ensuring all tasks are completed and for submitting deliverables to the City of Austin's project representative. City of Austin's project representative will be authorized to accept or reject deliverables and invoices. Either party may designate an alternative project representative through the notice provisions of this interlocal agreement.

- CAPCOG Project Representative:
 - Name: Andrew Hoekzema

- Title: Director of Regional Services
- Phone Number: (512) 916-6043
- E-mail: ahoekezema@capcog.org
- City of Austin Project Representative:
 - Name: Pharr Andrews
 - Title: Environmental Program Coordinator
 - Phone Number: (512) 974-6476
 - E-mail: pharr.andrews@austintexas.gov

Task 1: Air Central Texas Website Enhancement and Maintenance

Under this task, CAPCOG will maintain and enhance the AirCentralTexas.org website. New components the website should include, at a minimum:

- Calendar of events
- Media tool kit
- Anti-idling materials

CAPCOG will first develop a website enhancement and maintenance plan with the input of the OAP outreach and education subcommittee (see deliverable 4.1 under Task 4) that will be submitted to City of Austin for approval. Once approved, CAPCOG will proceed with making updates to the website and perform the activities necessary for maintaining the website through the end of the 2017 ozone season. Following each quarter after the plan has been approved, CAPCOG will submit a memo to City of Austin with documentation of website maintenance and upgrade activities completed in the previous quarter. The report will include data on the number of users visiting the site during the previous quarter among the other information provided. Deliverables 1.1 – 1.3 will include documentation of subsequent updates. Content on the upgraded website. The documentation will also include the number of users visiting the website since the contract date.

Deliverable 1.1: Quarterly report for Air Central Texas website enhancement and maintenance activities completed 4/1/2017 – 6/30/2017

Due Date: July 14, 2017

Budget: \$2,000

Deliverable 1.2: Quarterly report for Air Central Texas website enhancement and maintenance activities completed 7/1/2017 – 9/30/2017

Due Date: October 13, 2017

Budget: \$2,000

Deliverable 1.3: Quarterly report for Air Central Texas website enhancement and maintenance activities completed 10/1/2017 – 11/30/2017

Due Date: December 15, 2017

Budget: \$1,000

Total Budget for Task 1: \$5,000

Performance Metric for Task 1: Number of unique Air Central Texas website visitors

Performance Target for Task 1: 2,000

Task 2: Electronic Outreach and Education

Under Task 2, CAPCOG will conduct electronic outreach and education promoting air quality awareness and travel demand management behavior change that can help improve regional air quality within the region. Activities will include web ads, social media outreach, electronic air quality newsletters, and incentive programs to promote travel demand reductions. CAPCOG will develop and submit a work plan describing the plans for conducting the outreach and education activities under this task (see deliverable 4.2 under Task 4), and will proceed to implement the plan once approved by City of Austin. Deliverables 2.1 – 2.3 will consist of documentation of electronic outreach and education activities completed in each quarter covered by this agreement.

Deliverable 2.1: Quarterly report for electronic outreach and education activities completed 4/1/2017 – 6/30/2017

Due Date: July 14, 2017

Budget: \$11,000

Deliverable 2.2: Quarterly report for electronic outreach and education activities completed 7/1/2017 – 9/30/2017

Due Date: October 13, 2017

Budget: \$11,000

Deliverable 2.3: Quarterly report for electronic outreach and education activities completed 10/1/2017 – 11/30/2017

Due Date: December 15, 2017

Budget: \$8,000

Budget for Task 2: \$30,000

Performance Metric for Task 2: Number of “gross impressions” made through electronic advertising

Performance Target for Task 2: 4,000,000

Task 3: 2017 Air Central Texas Awards

Under this task, CAPCOG will host a 2017 Air Central Texas (ACT) Awards Ceremony between October 1, 2017, and November 30, 2017, in recognition of individuals and organizations that have made a significant contribution to the region’s air quality. Deliverable 3.1 will include documentation of the awards ceremony and a press release announcing the winners.

Deliverable 3.1: Documentation of Air Central Texas Awards Program and Ceremony

Due Date: December 15, 2017

Budget: \$5,000

Performance Metric for Task 3: Number of attendees at ACT Awards Ceremony

Performance Target for Task 3: 40

Task 4: Administration

Task 4 will include CAPCOG administrative and staffing costs necessary to complete Tasks 1-3. Task 4.1 will be the work plan describing the proposed activities for the Air Central Texas

Website Enhancement and Maintenance Plan under Task 1, and Task 4.2 will be the proposed work plan for Electronic Outreach and Education under Task 2. Deliverables 4.3-4.5 will consist of documentation of administrative activities in support of this Agreement that take place in each quarter. Deliverable 4.6 will consist of a final report summarizing and analyzing the performance all of the activities completed under this scope of work and recommendations for a 2018 scope of work.

Deliverable 4.1: Air Central Texas Website Enhancement and Maintenance Plan

Due Date: March 31, 2017

Budget: \$500

Deliverable 4.2: Approved Electronic Outreach Education Plan

Due Date: March 31, 2017

Budget: \$500

Deliverable 4.3: Documentation of administrative activities 4/1/2017 – 6/30/2017

Due Date: July 14, 2017

Budget: \$3,000

Deliverable 4.4: Documentation of administrative activities 7/1/2017 – 9/30/2017

Due Date: October 13, 2017

Budget: \$3,000

Deliverable 4.5: Documentation of administrative activities 10/1/2017 – 11/30/2017

Due Date: December 15, 2017

Budget: \$2,000

Deliverable 4.6: Final Report

Due Date: December 31, 2017

Budget: \$1,000

Budget for Task 4: \$10,000

Restrictions on Amounts Charged for Administrative Expenses

For this scope of work, “administrative expenses” are defined as any expenses incurred by CAPCOG under the following expense categories in its accounting system: Salaries; Fringe Benefits; Mileage; Office Space; Telecommunications; Accounting Services; Payroll/Personnel Services; Information Services; and Indirect Costs. For this scope of work, the total amount that CAPCOG may charge for administration of this contract will be a fixed amount of \$10,000.00. Because the City will be paying a fixed rate the individual costs do not need to be itemized in the final deliverables.

Task and Deliverable Summary

Table 1. Task Summary

Task	Description	Performance Target	Budget
1	Air Central Texas Website Enhancement and Maintenance	2,000 unique website visitors	\$5,000
2	Electronic Outreach and Education	4,000,000 gross impressions	\$30,000
3	2017 Air Central Texas Awards	40 awards ceremony attendees	\$5,000
4	Administration	n/a	\$10,000
TOTAL	n/a	n/a	\$50,000

Table 2. Deliverable Summary

Deliverable	Description	Due Date	Budget
1.1	Quarterly report for Air Central Texas website enhancement and maintenance activities completed 4/1/2017 – 6/30/2017	7/14/2017	\$2,000
1.2	Quarterly report for Air Central Texas website enhancement and maintenance activities completed 7/1/2017 – 9/30/2017	10/13/2017	\$2,000
1.3	Quarterly report for Air Central Texas website enhancement and maintenance activities completed 10/1/2017 – 11/30/2017	12/15/2017	\$1,000
2.1	Quarterly report for electronic outreach and education activities completed 4/1/2017 – 6/30/2017	7/14/2017	\$11,000
2.2	Quarterly report for electronic outreach and education activities completed 7/1/2017 – 9/30/2017	10/13/2017	\$11,000
2.3	Quarterly report for electronic outreach and education activities completed 10/1/2017 – 11/30/2017	12/15/2017	\$8,000
3.1	Documentation of Air Central Texas Awards Program and Ceremony	12/15/2017	\$5,000
4.1	Air Central Texas Website Enhancement and Maintenance Plan	3/31/2017	\$500
4.2	Approved Electronic Outreach Education Plan	3/31/2017	\$500
4.3	Documentation of Administrative Activities 4/1/2017 – 6/30/2017	7/14/2017	\$3,000
4.4	Documentation of Administrative Activities 7/1/2017 – 9/30/2017	10/13/2017	\$3,000
4.5	Documentation of Administrative Activities 10/1/2017 – 11/30/2017	12/15/2017	\$2,000
4.6	Final Report	12/31/2017	\$1,000
TOTAL	n/a	n/a	\$50,000

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Throughout the performance period for this ILA, the City project representative may provide additional guidance or instruction to CAPCOG regarding this work. In addition to approving shifts in funding between tasks, the City's project representative may also extend any deliverable deadlines up to the last day of the contract.

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 - Name: Andrew Hoekzema
 - Title: Air Quality Program Manager
 - Phone Number: (512) 916-6043
 - E-mail: ahoekzema@capcog.org
- City of Austin Project Representative:
 - Name: Pharr Andrews
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Under this task, CAPCOG will maintain and enhance the AirCentralTexas.org website. New components the website should include, at a minimum:

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Budget: \$2,000

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Due Date: October 13, 2017

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Deliverable 1.3: Quarterly report for Air Central Texas website enhancement and maintenance activities completed 10/1/2017 – 11/30/2017

Due Date: December 15, 2017

Budget: \$1,000

Total Budget for Task 1: \$5,000

Performance Metric for Task 1: Number of unique Air Central Texas website visitors

Performance Target for Task 1: 2,000

Task 2: Electronic Outreach and Education

Under Task 2, CAPCOG will conduct electronic outreach and education promoting air quality awareness and travel demand management behavior change that can help improve regional air quality within the region. Activities will include web ads, social media outreach, electronic air quality newsletters, and incentive programs to promote travel demand reductions. CAPCOG will develop and submit a work plan describing the plans for conducting the outreach and education activities under this task (see deliverable 4.2 under Task 4), and will proceed to implement the plan once approved by City of Austin. Deliverables 2.1 – 2.3 will consist of documentation of electronic outreach and education activities completed in each quarter covered by this agreement.

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Due Date: July 14, 2017

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Under this task, CAPCOG will host a 2017 Air Central Texas (ACT) Awards Ceremony between October 1, 2017, and November 30, 2017, in recognition of individuals and organizations that have made a significant contribution to the region’s air quality. Deliverable 3.1 will include documentation of the awards ceremony and a press release announcing the winners.

Deliverable 3.1: Documentation of Air Central Texas Awards Program and Ceremony

Due Date: December 15, 2017

Budget: \$5,000

Performance Metric for Task 3: Number of attendees at ACT Awards Ceremony

Performance Target for Task 3: 40

Task 4: Administration

Task 4 will include CAPCOG administrative and staffing costs necessary to complete Tasks 1-3. Task 4.1 will be the work plan describing the proposed activities for the Air Central Texas Website Enhancement and Maintenance Plan under Task 1, and Task 4.2 will be the proposed work plan for Electronic Outreach and Education under Task 2. Deliverables 4.3-4.5 will consist of documentation of administrative activities in support of this Agreement that take place in each quarter. Deliverable 4.6 will consist of a final report summarizing and analyzing the performance all of the activities completed under this scope of work and recommendations for a 2018 scope of work.

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Due Date: March 31, 2017

Budget: \$500

Deliverable 4.2: Approved Electronic Outreach Enhancement Plan

Due Date: March 31, 2017

Budget: \$500

Deliverable 4.3: Documentation of administrative activities 4/1/2017 – 6/30/2017

Due Date: July 14, 2017

Budget: \$3,000

Deliverable 4.4: Documentation of administrative activities 7/1/2017 – 9/30/2017

Due Date: October 13, 2017

Budget: \$3,000

Deliverable 4.5: Documentation of administrative activities 10/1/2017 – 11/30/2017

Due Date: December 15, 2017

Budget: \$2,000

Deliverable 4.6: Final Report

Due Date: December 31, 2017

Budget: \$1,000

Budget for Task 4: \$10,000

Restrictions on Amounts Charged for Administrative Expenses

For this scope of work, "administrative expenses" are defined as any expenses incurred by CAPCOG under the following expense categories in its accounting system: Salaries; Fringe Benefits; Mileage; Office Space; Telecommunications; Accounting Services; Payroll/Personnel Services; Information Services; and Indirect Costs. For this scope of work, the total amount that CAPCOG may charge for administration of this Because the City will be paying a fixed rate the individual costs do not need to be itemized in the final deliverables.

Task and Deliverable Summary

Table 1 Task Summary

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2	Electronic Outreach and Education	4,000,000 gross impressions	\$30,000
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4	Administration	n/a	\$10,000
TOTAL	n/a	n/a	\$50,000

Table 2 Deliverable Summary

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3.1	Documentation of Air Central Texas Awards Program and Ceremony	12/15/2017	\$5,000
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4.5	Documentation of Administrative Activities 10/1/2017 – 11/30/2017	12/15/2017	\$2,000
4.6	Final Report	12/31/2017	\$1,000
TOTAL	n/a	n/a	\$50,000