

**INTERLOCAL AGREEMENT BETWEEN  
CAPITAL AREA COUNCIL OF GOVERNMENTS AND  
THE CITY OF AUSTIN FOR THE COMMUTE SOLUTIONS PROGRAM**

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 increase the number of people taking alternative modes of transportation and reduce traffic congestion.

**WHEREAS**, the City finds that supporting the Capital Area Council of Governments and the Commute Solution Coalition in expanding its role of regional coordination for transportation demand programs in Central Texas will satisfy an important municipal purpose, and will assist the City in finding ways to reduce congestion 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 support transportation demand management 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. 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](mailto:ahoekzema@capcog.org)

B. The attached Exhibits "A" describe CAPCOG's obligations and are part of this interlocal agreement as described below.

C. CAPCOG shall CAPCOG shall complete the following tasks as described in Exhibit A:

Task 1: Pilot a region-wide emergency ride home (ERH) program;  
Task 2: Update the branding of the Commute Solution program;  
Task 3: Enhance the Commute Solutions website ([www.CommuteSolutions.com](http://www.CommuteSolutions.com));  
Task 4: Develop, purchase, and distribute Commute Solutions marketing items; and  
Task 5: Hosting of Commute Solutions lunch-and-learn outreach events.

It is expected that the tasks outlined above will:

- Increase the number of people taking alternative modes of transportation, increase telecommuting, increase the number of people using flexible work schedules, and otherwise decreasing the number of commuters choosing to commute along the most congested roadways during the most congested times;
- Build a robust outreach and education campaign that will bring consistency to the messages and branding of the regional Commute Solutions effort,
- Reduce the amount of time and fuel wasted in commuting by encouraging the general public to take actions that help reduce congestion,
- Improve safety by shifting commuting trips from higher-risk single-occupancy vehicle modes to much safer mass transit modes, and
- Reduce the impact of the transportation system on health and the environment by reducing harmful air emissions.

## 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 transportation demand matters. SPOC shall possess decision making ability and authority. The City SPOC contact information is:

City of Austin  
Pharr Andrews  
Air Quality Program Coordinator  
P.O. Box 1088

Austin, Texas 78767-1088  
512-974-6476  
[pharr.andrews@austintexas.gov](mailto:pharr.andrews@austintexas.gov)

- B. In exchange for aforesaid services, the City shall pay an amount not to exceed \$51,000.00, in accordance with the itemized budget incorporated and attached hereto as Exhibit "A" of this Interlocal Agreement.
- C. The City and CAPCOG acknowledge that CAPCOG may publish data, information, and results relating to the 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 May 30, 2019.
- 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. CAPCOG shall submit invoices along with the deliverables described in Exhibit A 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 of the invoice and approval of deliverables. Payment under this Agreement shall be made from current revenue available to the City. Remittance will be made payable to CAPCOG.

### **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 UNAVAILABILITY 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 the CAPCG 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 10 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**

By   
Name: **Robert Goode**  
Title: **Assistant City Manager**

Date 7/13/18

**CAPITAL AREA COUNCIL OF  
GOVERNMENTS**

By   
Name: **Betty Voights**  
Title: **Executive Director**

Date 7/23/18

**APPROVED AS TO FORM**

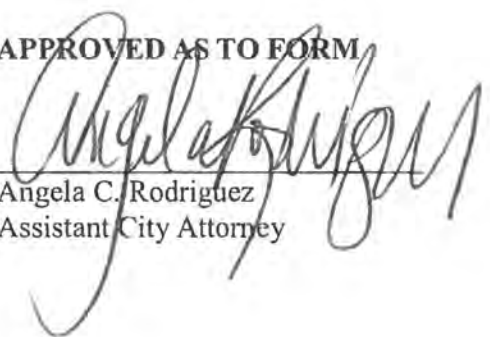
  
Angela C. Rodriguez  
Assistant City Attorney

Exhibit "A"



## Exhibit A: CAPCOG Commute Solutions Program Scope of Work for 2018

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### General

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The City of Austin (the City) has committed to support the Capital Area Council of Governments (CAPCOG) and the Commute Solutions Program in expanding its role of regional coordination for transportation demand management (TDM) programs in Central Texas. CAPCOG is the state's designated regional planning commission for Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties. The purpose of this interlocal agreement (ILA) is to provide funding to implement the Commute Solutions program in 2018 with a specific focus on outreach and education efforts. The City will provide CAPCOG with \$51,000 to carry out the following tasks:

- Task 1: Pilot a region-wide emergency ride home (ERH) program;
- Task 2: Update the branding of the Commute Solution program;
- Task 3: Enhance the Commute Solutions website ([www.CommuteSolutions.com](http://www.CommuteSolutions.com));
- Task 4: Develop, purchase, and distribute Commute Solutions marketing items; and
- Task 5: Hosting of Commute Solutions lunch-and-learn outreach events.

It is expected that the tasks outlined above will:

- Increase the number of people taking alternative modes of transportation, increase telecommuting, increase the number of people using flexible work schedules, and otherwise decreasing the number of commuters choosing to commute along the most congested roadways during the most congested times;
- Build a robust outreach and education campaign that will bring consistency to the messages and branding of the regional Commute Solutions effort,
- Reduce the amount of time and fuel wasted in commuting by encouraging the general public to take actions that help reduce congestion,
- Improve safety by shifting commuting trips from higher-risk single-occupancy vehicle modes to much safer mass transit modes, and
- Reduce the impact of the transportation system on health and the environment by reducing harmful air emissions.

With the agreement of both project representatives, funds may be shifted between Tasks 2-5 as necessary to use these funds to the fullest extent possible without requiring a formal amendment to this ILA. Any unexpended and unencumbered amounts budgeted for tasks 2-5 as of November 30, 2018, shall be used to purchase in-person outreach supplies under Task 4. Any unexpended and unencumbered amounts budgeted for task 1 may be added to the dedicated reimbursement account for ERH and used for future implementation beyond December 31, 2018. CAPCOG will provide annual reports on the use of the funds until they are fully expended.

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**

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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 ILA.

- CAPCOG Project Representative:
  - Name: Andrew Hoekzema
  - Title: Director of Regional Services
  - Phone Number: (512) 916-6043
  - E-mail: [ahoekzema@capcog.org](mailto:ahoekzema@capcog.org)
- City of Austin Project Representative:
  - Name: Pharr Andrews
  - Title: Air Quality Program Coordinator
  - Phone Number: (512) 974-6476
  - E-mail: [pharr.andrews@austintexas.gov](mailto:pharr.andrews@austintexas.gov)

## **Task 1: Pilot a region-wide emergency ride home (ERH) program**

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Under this task, CAPCOG will develop and pilot an Emergency Ride Home (ERH) program to provide a free or reduced-cost ride home in cases of emergency for myCommuteSolutions users who make sustainable commute choices including carpooling/vanpooling, public transit, bicycling and walking and should include, at a minimum:

- A ERH work plan to be approved by the City's Project Representative, including a description of the reimbursement strategy
- Development of marketing collateral material
- Advertising for the ERH program

Deliverable 1.1 under this task will be a work plan for the pilot project that will include:

1. An outline of the pilot structure;
2. A general rules and requirements for participation;
3. Detailed descriptions of reimbursement process;
4. Proposed methods for measuring performance in a project report; and
5. Implementation timeline for program.

CAPCOG shall solicit input from the Commute Solutions Steering Committee in June 2018 on a draft of the proposed work plan before submitting a finalized work plan to the City by July 13, 2018.

Deliverable 1.2 will include documentation of pilot launch and any subsequent update reports. Content on the reports should include, at a minimum:

- Number of users since the launch date
- Number of reimbursements processed
- Information helpful for understanding impact of pilot

- Description of resources used to market the pilot
- Results of before and after survey
- Options and recommendations for implementing an ERH program on a permanent basis, including any potential use of any leftover funding in this task beyond December 31, 2018

**Deliverable 1.1: Approved ERH Pilot Project Plan**

**Due Date: July 13, 2018**

**Deliverable 1.2: Report on ERH Pilot Project**

**Due Date: January 31, 2019**

**Budget for Task 1: \$20,000**

## **Task 2: Update the branding of the Commute Solution program**

Under this task, CAPCOG will coordinate the transformation and new identity and brand system for the Commute Solutions program. Under this task, CAPCOG will contract with a marketing/advertising firm to produce at a minimum:

- Options for a new Commute Solutions Logo;
- Fresh messaging approach with appeal to a wide audience;
- New brochures or other informational material to distribute;
- New layout, color scheme, imagery and other brand assets for Commute Solutions.

CAPCOG will review options developed by its selected contractor with the Commute Solutions steering committee prior to making any final decisions on updates to the program's branding.

Deliverable 2.1 will consist of a signed contract with vendor that will describe the work that it will complete in support of this task. Deliverable 2.2 will consist of the completed updated branding materials developed and selected using this funding.

**Deliverable 2.1: Signed vendor contract for Commute Solutions program branding update**

**Due Date: August 17, 2018**

**Deliverable 2.2: Updated branding materials**

**Due Date: January 31, 2019**

**Budget for Task 2: \$6,000**

## **Task 3: Enhance the Commute Solutions Website**

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

- Incorporation of any new Commute Solutions Branding
- Sustainable mode specific resources
- Partner resources

- Calendar of events

CAPCOG will first develop a website enhancement and maintenance plan with the input of the Commute Solutions Steering Committee and its outreach and education subcommittee. CAPCOG shall solicit input from the Commute Solutions Steering Committee in June 2018 on a draft of the proposed work plan before submitting a finalized work plan to the City by July 13, 2018.

Once the plan is approved by the City's representative, CAPCOG will proceed with making updates to the website and perform the activities described in the approved plan. CAPCOG will submit a final report detailing the updates to the website funded under this ILA, and data on the number of users visiting the site during each month through December 2018.

**Deliverable 3.1: Approved Website Enhancement plan**  
**Due Date: July 13, 2018**

**Deliverable 3.2: Final report for Commute Solutions website enhancement and maintenance**  
**Due Date: January 31, 2019**

**Total Budget for Task 3: \$20,000**  
**Performance Metric for Task 3: Number of unique Commute Solutions website visitors**  
**Performance Target for Task 3: 2,000**

#### **Task 4: Develop, purchase, and distribute of Commute Solutions marketing items**

Under this task, CAPCOG will coordinate the purchase of materials need to conduct outreach and education. For the purposes of this contract, this will primarily consist of items promoting awareness and to encourage individuals and organizations to take action to use sustainable commute options.

Under this task, CAPCOG will:

- Purchase and distribute Commute Solutions outreach/educational items to distribute at events;
- Develop brochures or other informational material to distribute;
- Identify potential in-person outreach opportunities to distribute marketing items;
- Purchase any other supplies needed for outreach events; and
- Track contacts made, event attendance, etc.

Deliverable 4.1 will consist of an outreach work plan that will describe the types of outreach material that will be made available at the events, and how CAPCOG will track contacts made, event attendance, etc. Once approved, CAPCOG will then implement the plan. CAPCOG will provide documentation of any marketing items developed, purchased, and distributed under this contract at the end of 2018 for deliverable 4.2.

**Deliverable 4.1: Plan for development, purchase, and distribution of Commute Solutions marketing items**  
**Due Date: July 13, 2018**

**Deliverable 4.2: Documentation of marketing materials developed, purchased, and distributed**

Due Date: January 31, 2019  
Budget for Task 4: \$3,000

**Task 5: Host Commute Solutions stakeholder outreach events**

Under this task, CAPCOG will conduct targeted outreach to Commute Solutions Coalition members to help reduce single occupancy vehicle trips. As a part of these efforts, the CAPCOG shall organize and facilitate at least one stakeholder lunch and learn event. Deliverable 5.1 will include documentation of any events funded under this ILA.

Deliverable 5.1: Documentation of events hosted  
Due Date: December 31, 2018

Budget for Task 5: \$2,000

**Task, Deliverable, and Budget Summary**

Task	Deliverable(s)	Due Date(s)	Budget
1	1.1: Approved ERH pilot project plan	1.1: July 13, 2018	1.1: \$10,000
	1.2: Report on ERH pilot project	1.2: January 31, 2019	1.2: \$10,000
2	2.1: Signed vendor contract for Commute Solutions program branding update	2.1: August 17, 2018	2.1: \$3,000
	2.2: Updated branding materials	2.2: January 31, 2019	2.2: \$3,000
3	3.1: Approved Website enhancement plan	3.1: July 13, 2018	3.1: \$10,000
	3.2: Final report for Commute Solutions website enhancement and maintenance	3.2: January 31, 2019	3.2: \$10,000
4	4.1: Plan for development, purchase, and distribution of Commute Solutions marketing items	4.1: July 13, 2018	4.1: \$2,000
	4.2: Documentation of marketing materials developed, purchased, and distributed	4.2: January 31, 2019	4.2: \$1,000
5	5.1: Documentation of events hosted	5.1: December 31, 2018	\$2,000
TOTAL	n/a	n/a	\$51,000





## Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744

(p) 512-916-6000 (f) 512-916-6001

[www.capcog.org](http://www.capcog.org)

April 13, 2018

Pharr Andrews, Air Quality Program Manager  
City of Austin  
3701 Lake Austin Blvd.  
Austin, TX 78703

Dear Pharr,

This letter serves as documentation that the Capital Area Council of Governments (CAPCOG) is the sole owner of and has sole responsibility for the Commute Solutions program for Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties, and is therefore the sole organization capable of providing the following services for the Commute Solutions program:

- Providing a region-wide emergency ride home (ERH) service to users of the MyCommuteSolutions.com ride-tracking platform;
- Rebranding of the Commute Solutions program;
- Updates to the Commute Solutions website ([www.CommuteSolutions.com](http://www.CommuteSolutions.com));
- Development and purchase of Commute Solutions marketing items; and
- Hosting a Commute Solutions lunch-and-learn event.

CAPCOG is a political subdivision of the State of Texas under Chapter 391 of the Texas Local Government Code, and is authorized to enter into an Interlocal agreement with the City of Austin to carry out these services under Section 791 of the Texas Government Code.

If you have any questions about this, please feel free to contact me at (512) 916-6043, or at [ahoekzema@capcog.org](mailto:ahoekzema@capcog.org).

Sincerely,

Andrew Hoekzema  
Director of Regional Services

Enclosure:

Agreement Between Capital Area Council of Governments and Capital Area Metropolitan Planning Organization, March 8, 2017

Chair  
Council Member Corbin Van Arsdale  
City of Cedar Park

1st Vice Chair  
Commissioner Gerald Daugherty  
Travis County

2nd Vice Chair  
Council Member Andrea Navarrette  
City of Leander

Secretary  
Judge Paul Pape  
Bastrop County

Past Chair  
Judge Bert Cobb  
Hays County

Parliamentarian  
Commissioner Cynthia Long  
Williamson County

Judge Brett Bray  
Blanco County

Judge Mary Cunningham  
Llano County

Representative John Cyrier  
Texas House

Commissioner Joe Don Dockery  
Burnet County

Judge Dan Gattis  
Williamson County

Council Member William Gordon  
City of Smithville

Council Member Mike Heath  
City of Pflugerville

Mayor Pro Tem Wiley Hopkins  
City of Buda

Council Member Jane Hughson  
City of San Marcos

Commissioner Debbie Ingalsbe  
Hays County

Representative Jason Isaac  
Texas House

Representative Celia Israel  
Texas House

Judge Ed Janecka  
Fayette County

Council Member Frank Leffingwell  
City of Round Rock

Mayor Caroline Murphy  
City of Bee Cave

Judge James Oakley  
Burnet County

Commissioner Maurice Pitts  
Lee County

Mayor Brandt Rydell  
City of Taylor

Judge Ken Schawe  
Caldwell County

Commissioner Brigid Shea  
Travis County

Council Member Ellen Troxclair  
City of Austin

Mayor Lew White  
City of Lockhart

Representative Paul Workman  
Texas House