

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 (CAPCOG), 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 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").

WITNESETH:

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 member of the Central Texas Clean Air Coalition (CAC) of CAPCOG; and

WHEREAS, the City finds that financial support for CAPCOG's air quality program will satisfy an important municipal purpose, and will assist the City in finding ways to improve air quality within the City; and

WHEREAS, this contract is entered into between CAPCOG and the City of Austin under Chapter 791 of the Government Code so that the City can contribute funding to CAPCOG's air quality program.

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
Assistant Director of Regional Planning and Services
6800 Burleson Road
Building 310, Suite 165
Austin, TX 78744
(512) 916-6043
ahoekzema@capcog.org

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

- C. Dependent on how much funding of the \$287,000 in "base-level" funding described in Exhibit A is ultimately provided to CAPCOG, of which the City is contributing \$108,304, CAPCOG will carry out the "base-level" tasks as described in Exhibit A (listed in priority order):
- a. Task 1: Establish 2019 ozone monitoring contract
 - i. Deliverable: provide new ozone monitoring contract by the end of February 2019
 - ii. Performance Metric: on-time completion of task
 - b. Task 2: Clean Air Coalition Support
 - i. Deliverable: provide Clean Air Coalition meeting minutes within 30 days after each meeting
 - ii. Performance Metric: minimum of three CAC meetings per calendar year
 - c. Task 3: Clean Air Coalition Advisory Committee Support
 - i. Deliverable: provide Clean Air Coalition Advisory Committee meeting minutes within 30 days after each meeting
 - ii. Performance Metric: minimum of three CACAC meetings per calendar year
 - d. Task 4: Monthly Air Quality Newsletter
 - i. Deliverable: provide a copy each monthly newsletter by the end of each month
 - ii. Performance Metric: minimum of one newsletter per month
 - e. Task 5: Basic Outreach Activities
 - i. Deliverable: provide quarterly reports on basic outreach activities completed, provided within 10 business days of the end of each quarter
 - ii. Performance Metrics:
 - number of unique visitors to Air Central Texas site per fiscal year (performance target: 2,500)
 - number of social media posts per fiscal year (performance target: 100)
 - number of events staffed in each county per fiscal year (performance target:1)
 - f. Task 6: Annual Air Quality Report
 - i. Deliverable: provide 2018 air quality report by end of July 2019
 - ii. Performance Metric: minimum of 20 organizations will be included in the report, including City of Austin
 - g. Task 7: 2019 Ozone Season Monitoring
 - i. Deliverable: Monthly monitoring reports within 10 business days of each quarter

ii. Performance Metrics:

- number of quality-assured hours of ozone monitoring data
- accuracy of ozone monitoring data

D. It is expected that the tasks outlined above will:

- a. Support research, analysis, and coordination of all air quality-related functions of the Clean Air Coalition;
- b. Sustain the region's on-going regional air quality planning efforts;
- c. Enable continued ozone (O₃) and meteorological monitoring at up to eight continuous air monitoring stations (CAMS) during the 2019 ozone season;
- d. Continue to encourage the general public to take actions to reduce O₃-forming emissions and use alternative commuting options; and
- e. Ensure the vulnerable members of the community have enough information about air pollution to protect themselves from exposure to high air pollution levels then they occur within the region.

E. In addition to the "base-level" tasks described above, CAPCOG will carry out \$56,605 of work under "Task 12: Additional Staff Outreach Activities and Air Quality Advertising" using funding provided by the City under this agreement. Money spent on this task may also be leveraged by CAPCOG as local match for the federal Commute Solutions funding, if necessary. Specifically, CAPCOG will:

- a. Staff a minimum of five additional outreach events within the City of Austin;
 - i. Deliverable: Provide quarterly report on additional outreach activities completed within 10 days of the end of each quarter
 - ii. Performance Metric: reach at least 1,000 residents of the City of Austin through in-person outreach at events and/or presentations
- b. Reach out to and meet with at least one large employer or other organization (>100 employees or members) each month to promote activities that can improve air quality or otherwise reduce the exposure of vulnerable populations to high levels of air pollution when it occurs;
 - i. Deliverable: Provide quarterly report on additional outreach activities completed within 10 days of the end of each quarter
 - ii. Performance Metric: minimum of nine meetings with large organizations
- c. Perform targeted institutional outreach within the City of Austin to the media, health care professionals, and educators to encourage reporting of the air quality index and air forecasts;
 - i. Deliverable: Provide quarterly report on additional outreach activities completed within 10 days of the end of each quarter

- ii. Performance Metric: number of meetings with media, health care professionals and educators within the City of Austin and region-wide; minimum of three organizations reached
- d. Purchase advertising and educational supplies to maintain high levels of air quality awareness and motivate members of the public to take action to reduce emissions;
 - i. Deliverable: Provide quarterly report on additional outreach activities completed within 10 days of the end of each quarter
 - ii. Performance Metrics: 1.5 million advertising gross impressions
- e. Distribute a public-facing air quality outreach newsletter monthly;
 - i. Deliverable: Provide quarterly report on additional outreach activities completed within 10 days of the end of each quarter
 - ii. Performance Metric: minimum of one newsletter per month
- F. Exhibit B describes the schedule of deliverables and invoices that will form the basis for quarterly payments.

II. Obligations of the City

- A. The City shall appoint one staff person to act as a SPOC with CAPCOG. The SPOC shall be knowledgeable in air quality matters. The SPOC shall possess decision-making ability and authority. The City SPOC contact information is:

 City of Austin
 Cari Buetow
 Air Quality Program Coordinator
 P.O. Box 1088
 Austin, Texas 78767-1088
 512-974-6476
cari.buetow@austintexas.gov
- B. To support CAPCOG's ongoing air quality program activities, including CAPCOG's air quality monitoring, data collection, air quality planning, analysis, and outreach activities, and in return for CAPCOG satisfactorily operating its air quality program and satisfactorily providing the deliverables described in this Agreement, City of Austin agrees to provide payments to CAPCOG totaling \$164,909.00, in accordance with the itemized budget incorporated and attached hereto in Exhibit "B" of this Interlocal Agreement.
- C. Notwithstanding any provision to the contrary, if the City Manager determines that CAPCOG is not satisfactorily providing the deliverables described in this Agreement, the City may withhold payment until such time that CAPCOG's deliverables are provided to the City at a level of services that is satisfactory to the City.
- D. The City and CAPCOG acknowledge that CAPCOG may publish data, information, and results related to air quality outreach and education activities performed under this Agreement. Where practical, CAPCOG shall provide at least five business days prior to publication to allow for

review and comment by the City on any proposed publication. CAPCOG agrees to give reasonable consideration to the City's comments in the proposed publication.

- E. The City has the right to audit and inspect records by CAPCOG related to work performed under this Agreement during and up to 12 months after termination of this Agreement.
- F. Payment under this Agreement shall be made from current revenue available to the City. Remittance will be made payable to CAPCOG.

III. Terms, Termination

- A. This Agreement shall be effective from and after the date of execution by all parties or January 1, 2019, whichever is later, and shall expire on December 31, 2019.
- B. The City may enter into other agreements with CAPCOG that would be carried out after October 1, 2019, concurrent with the performance of this agreement to provide financial support for staff-related air quality activities if the scope of work differs significantly from this agreement..
- C. 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 offending party shall have the right without further notice to terminate this Agreement.
- D. Except as described herein, this agreement may not be altered, modified, or amended except in writing, approved by CAPCOG and the City Manager, or designee.
- E. Upon request by CAPCOG's SPOC, the City's SPOC may extend the term of this contract and the due date for submission of any deliverables by up to 30 days.
- F. Upon request by CAPCOG, the City's SPOC may approve minor changes to tasks and deliverables described in Exhibits A and B.

IV. 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, provision, or regulation of this Agreement.
- B. Indemnity. Both parties agree that neither shall indemnify the other in the execution of the 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 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 related 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, e-mailed, 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, at the date and time of an e-mail sent to the other party, and three days after deposit in the U.S. mail in case of mailing.
- G. The address of the City for all purposes shall be:
- City Manager
City of Austin
P.O. Box 1088
Austin, TX 78767
Attn: Cari Buetow
- H. The address of CAPCOG for all purposes shall be:
- Executive Director
CAPCOG
6800 Burleson Rd., Bldg. 310, Ste. 165
Austin, TX 78744
Attn: Andrew Hoekzema
E-mail: bvoights@capcog.org.
- I. **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.
- J. **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.

- K. **Discrimination.** CAPCOG and the 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.

V. Termination of Contract

- A. The Parties acknowledge that either Party may terminate this contract in whole or in 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. City is liable for any costs incurred by CAPCOG pursuant to this agreement prior to the date of any such notice.
- C. If CAPCOG terminates this agreement pursuant to this Article VI, CAPCOG shall refund any unused funds paid by the City within 15 calendar days.

WHEREFORE, premises considered, this Interlocal Agreement is executed, effective January 1, 2019, or the date of the last party to sign, whichever occurs later.

CITY OF AUSTIN, TEXAS

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: [Signature]
Name: J. Smith
Title: Assistant City Manager
Date: 12/20/18

By: [Signature]
Name: Betty Voights
Title: Assistant City Manager
Executive Director
Date: 1/8/19

APPROVED AS TO FORM

[Signature] / Asst. City Atty.
[Assigned Attorney's Name]
[Assigned Attorney's Position]

**Exhibit A: March 2, 2018, Fiscal Year Air Quality Program
Funding Request Letter from CAPCOG Executive Director Betty
Voights to City of Austin Mayor Steve Adler**

(Insert Letter)



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

March 2, 2018

The Honorable Steve Adler
City of Austin Mayor
P.O. Box 1088
Austin, TX 78767

Re: Fiscal Year 2019 Air Quality Program Funding Request

Dear Mayor Adler:

Local governments in the Austin-Round Rock metro area have long demonstrated their commitment to clean air and ensuring that the region remains in compliance with federal air quality regulations. As of the end of 2017, air pollution levels in the metro area are just 1% below federal standards, which underscores the importance of maintaining a high-quality regional air quality program to help ensure that we can remain in compliance with these standards. This is important for public health, for the region's economic competitiveness, and allowing the region to efficiently conduct transportation planning.

For the previous twenty years, the Austin-Round Rock Metro area's air quality program was primarily funded by a state planning grant that was awarded to CAPCOG. The \$1.25 million in state air quality funding for fiscal years 2018 and 2019 that the Legislature had approved for CAPCOG was vetoed by the Governor in June 2017, and in response, the 22 local governments that are members of the Clean Air Coalition stepped up to the challenge by contributing \$287,000 to CAPCOG's air quality program. Combined with about \$150,000 that CAPCOG was able to carry forward from our 2016-2017 air quality grant, CAPCOG was able to maintain some of our core staff functions and continue conducting regional air quality monitoring in 2018.

Since CAPCOG lost two years' worth of state funding, CAPCOG is now requesting that your jurisdiction again contribute at least \$108,304, the same pro-rata share of the \$287,000 that CAC members contributed to CAPCOG's program in 2017 and FY 2018. This funding will enable us to: a) complete work on a new air quality plan due at the end of 2018, b) prepare a 2018 air quality report tracking the region's air quality progress, c) continue providing staff support to the CAC and maintain the www.AirCentralTexas.org website and social media accounts through September 2019, and d) to conduct regional ozone monitoring at six-eight sites in 2019 to supplement TCEQ's two sites in Travis County.

Due to the unavailability of state funding for FY 2019 to supplemental local funding, the \$287,000 raised from local governments for FY 2018 would not be sufficient to maintain the same level of service CAPCOG's air quality program is currently providing. Therefore, we also request that your jurisdiction consider contributing additional \$56,605 in funds in order to help CAPCOG maintain current service levels. This additional amount is your jurisdiction's

Chair

Council Member Corbin Van Arsdale
City of Cedar Park

1st Vice Chair

Commissioner Gerald Daugherty
Travis County

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Judge Paul Pape
Bastrop County

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Judge Bert Cobb
Hays County

Parliamentarian

Commissioner Cynthia Long
Williamson County

Judge Brett Gray
Blanco County

Judge Mary Cunningham
Llano County

Representative John Cyrier
Texas House

Commissioner Joe Don Ockery
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 Trouclair
City of Austin

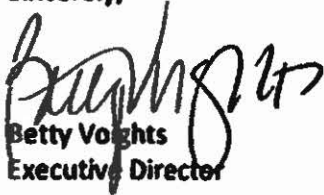
Mayor Lew White
City of Lockhart

Representative Paul Workman
Texas House

pro-rata share of the \$150,000 is not receiving from the state in FY 2019. These additional funds would enable CAPCOG to: a) conduct an analysis of the 2018 air monitoring data, b) conduct an analysis of new emissions data that will be available from TCEQ and EPA for the region, c) provide technical assistance to CAC members in implementing emission reduction measures, d) conduct an analysis of the emission reductions from local emission reduction measures, and e) conduct additional outreach activities and advertising. These activities are important to ensuring that the region can continue to stay ahead of the curve in understanding and managing the region's air quality and remaining in compliance with federal regulations.

The enclosed funding table and scope of work outline the basis for each jurisdiction's funding request and how the funding would be used. If your staff could please let us know by May 1, 2018, whether your jurisdiction plans to include this request in your FY 2019 budget, we would appreciate it – this will help CAPCOG develop our own budget and staffing plan for FY 2019. Thank you again for your support for CAPCOG's air quality program.

Sincerely,



Betty Voights
Executive Director

Enclosures:

Attachment A: CAPCOG Air Quality FY 19 Funding Request Summary

Attachment B: CAPCOG Air Quality FY 19 Scope of Work

Attachment A: CAPCOG Air Quality FY 19

Funding Request Summary

CAPCOG's FY 2019 funding request is based on a continuation of the local funding requests that CAPCOG made in July 2017 to each CAC jurisdiction (FY 2019 Base Level) plus a supplemental funding request that would make up for the \$150,000.00 in state funding that CAPCOG was able to carry forward from its FY 2016-2017 in order to fund its 2018 operations. Similar to CAPCOG's membership dues formula, the per-capita rates for counties are half of the rates for cities to reflect differences in the resource base for cities and counties.

County:

- Base Level Rate: \$0.057129 per capita,
- Supplemental Rate: \$0.029858 per capita

City:

- Base Level Rate: \$0.114258 per capita
- Supplemental Rate: \$0.059717 per capita

| Jurisdiction | 2016 Population | FY 2019 Base Level | FY 2019 Supplemental | FY 2019 Total Base + Supplemental |
|-----------------------|--------------------|--------------------|-------------------------|--------------------------------------|
| Bastrop County | 82,733 | \$4,726 | \$2,470 | \$7,197 |
| Caldwell County | 41,161 | \$2,351 | \$1,229 | \$3,580 |
| Hays County | 204,470 | \$11,681 | \$6,105 | \$17,786 |
| Travis County | 1,199,323 | \$68,516 | \$35,810 | \$104,326 |
| Williamson County | 528,718 | \$30,205 | \$15,787 | \$45,992 |
| City of Austin | 947,890 | \$108,304 | \$56,605 | \$164,909 |
| City of Bastrop | 8,519 | \$973 | \$509 | \$1,482 |
| City of Bee Cave | 6,535 | \$747 | \$390 | \$1,137 |
| City of Buda | 15,023 | \$1,717 | \$897 | \$2,614 |
| City of Cedar Park | 68,918 | \$7,874 | \$4,116 | \$11,990 |
| City of Elgin | 9,323 | \$1,065 | \$557 | \$1,622 |
| City of Georgetown | 67,140 | \$7,671 | \$4,009 | \$11,681 |
| City of Hutto | 23,832 | \$2,723 | \$1,423 | \$4,146 |
| City of Lakeway | 14,641 | \$1,673 | \$874 | \$2,547 |
| City of Leander | 42,761 | \$4,886 | \$2,554 | \$7,439 |
| City of Lockhart | 13,527 | \$1,546 | \$808 | \$2,353 |
| City of Luling | 5,878 | \$672 | \$351 | \$1,023 |
| City of Pflugerville | 59,245 | \$6,769 | \$3,538 | \$10,307 |
| City of Round Rock | 120,892 | \$13,813 | \$7,219 | \$21,032 |
| City of San Marcos | 61,980 | \$7,082 | \$3,701 | \$10,783 |
| City of Sunset Valley | 696 | \$80 | \$42 | \$121 |
| City of Taylor | 16,857 | \$1,926 | \$1,007 | \$2,933 |
| TOTAL | 2,056,405 | \$287,000 | \$150,000 | \$437,000 |

Attachment B: CAPCOG Air Quality FY 19

Scope of Work

CAPCOG's Air Quality FY 2019 scope of work is intended to: 1) continue providing support for activities that help reduce ozone-forming emissions within the region, and 2) continue to collect ozone monitoring data throughout the region in order to supplement TCEQ's two regulatory ozone monitors in Travis County. This will be achieved by: 1) maintaining core CAPCOG staff activities required to sustain the region's air quality program, and 2) maintaining CAPCOG's regional ozone monitoring capabilities. In many cases, the tasks identified in this scope of work directly tie back to work that CAPCOG had planned to conduct using state funding during the 2018-2019 biennium. CAPCOG has prioritized these tasks based on the results of a stakeholder survey conducted in January 2019.

CAPCOG has organized this scope of work in order to identify tasks that could be completed if CAPCOG received the same \$287,000 in local funding provided by CAC members in 2018, and supplemental tasks that could be completed if local governments provided the additional \$150,000 in funding that CAPCOG would need to maintain the same level of air quality services as it provided in 2018 (to replace the remaining 2016-2017 grant funding that had been carried forward to 2018). This scope of work anticipates a start date of October 1, 2018, and an end date of December 31, 2019. This would cover various staff work between October 1, 2018, and September 30, 2019, and monitoring during the 2019 ozone season, March through November 2019. Since the funding provided by local governments for 2017 and 2018 was only intended to cover staff work up through September 30, 2018, and ozone monitoring through the end of the 2018 ozone season, there is no overlap in the work that will be completed under the FY 2018 funding and FY 2019 funding.

"Base" funding of up to \$287,000 would cover the following tasks, in priority order:

1. Finalization of a New Regional Air Quality Plan
2. Clean Air Coalition Meetings
3. Clean Air Coalition Advisory Committee Meetings
4. Monthly Air Quality Newsletter
5. Basic Outreach Activities
6. Annual Air Quality Report
7. 2019 Ozone Monitoring

"Supplemental" funding up to \$150,000 would cover the following tasks, in priority order:

1. Analysis of 2018 Air Monitoring Data
2. Analysis of 2017 National Emissions Inventory Data
3. Technical Assistance to CAC Members
4. Analysis of Local Emission Reductions
5. Additional Staff Outreach Activities and Air Quality Advertising

CAPCOG has prepared this scope of work based input from the CAC, but please note that at this stage, this scope of work and prioritization is flexible and, with any additional input from local officials and the CAC, we can make adjustments and re-prioritize these activities if necessary. In order to ensure that the same scope of work is used for all CAC members, CAPCOG expects to finalize the proposed scope of work at either the May or August Clean Air Coalition meetings.

Base Funding Tasks (up to \$287,000)

Task 1: Finalization of New Regional Air Quality Plan

This task involves staff work involved in the completion of a new voluntary regional air quality plan covering 1/1/2019 – 12/31/2023. This work will include a continuation of any work completed prior to 9/30/2018 on this project up through when the new plan is finalized. Within this timeframe, CAPCOG expects this work to include the following activities:

- Coordinating CAC member resolutions and letters committing to participate in the plan;
- Drafting the text of the plan to present to the Clean Air Coalition Advisory Committee for review and comment ahead of the November 2018 CAC meeting;
- Incorporating feedback from the CACAC and any members of the public into the draft plan prior to the November 2018 CAC meeting;
- Incorporating any final feedback from the CAC into the final version of the plan; and
- Distributing copies of the plan to CAC members, the TCEQ, and EPA.

Task 2: Clean Air Coalition Support

This task involves ongoing staff support for the Central Texas Clean Air Coalition (CAC), the region's umbrella organization for air quality work coordinated among cities, counties, and other regional stakeholders, including private industry. This staff support includes research, analysis, and coordination of all air quality-related functions of the CAC. CAPCOG will host at least four Clean Air Coalition meetings between October 1, 2018, and September 30, 2019, under this task.

Task 3: Clean Air Coalition Advisory Committee Support

This task involves ongoing staff support for the CAC Advisory Committee, which provides policy and technical advice to the CAC. Under this task, CAPCOG will host at least four CAC Advisory meetings between October 1, 2018, and September 30, 2019. The CAC Advisory Committee's input remains an important tool for enabling the CAC to have well-informed technical and policy advice on air quality.

Task 4: Monthly Air Quality Newsletter

This task involves the preparation and dissemination of a monthly air quality newsletter to provide CAC representatives, CAC Advisory Committee representatives, and other stakeholders. This newsletter will include:

- Updates on air quality monitoring data from the prior month;
- Updates on state and federal regulatory action, legislation, and court cases relevant to air quality;
- Updates on funding and training opportunities relevant to air quality; and
- Information on upcoming meetings and other regional air quality activities.

All 20 CAC representatives, 44 CAC Advisory Committee representatives, and over a dozen other stakeholders currently rely on these newsletters for such information, and continuation of this activity would ensure that these updates can continue between CAC and CACAC meetings. This is particularly

important when there are time-sensitive issues such as grant opportunities or opportunities to comment on pending rules and regulations or opportunities to participate in outreach activities.

Task 5: Basic Outreach and Education Activities

This task involves basic direct air quality outreach and education activities carried out by CAPCOG between October 1, 2018 and September 30, 2019. This would involve maintaining the AirCentralTexas.org website, maintaining AirCentralTexas.org social media accounts and staffing at least one air quality outreach event in each county. These activities are important to providing basic air quality information to residents of Central Texas.

Task 6: Annual Air Quality Report

This task involves preparing CAPCOG's annual air quality report, which summarizes the region's air quality data from the previous year, the status of the implementation of the emission reductions within the region, and other information relevant to tracking the region's progress in implementing the regional air quality plan. This report provides an important tool for documenting the region's efforts to EPA and TCEQ, and to provide accountability among CAC members on implementation of commitments.

Task 7: 2019 Ozone Season Monitoring

Under this task, CAPCOG will operate ozone and meteorological monitoring at continuous air monitoring stations (CAMS) throughout the region during the region's 2019 ozone season (March 1, 2019 – November 30, 2019). Based on a 2019-2023 monitoring plan approved by the CAC, CAPCOG will conduct monitoring at approximately 6-8 stations within the CAPCOG region. This monitoring is particularly important for Bastrop, Caldwell, Hays, and Williamson Counties, since TCEQ doesn't operate any ozone monitors in these counties. Activities funded under this task will include:

- Relocation of any monitoring equipment if recommended in the 2019-2023 monitoring plan;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental/replacement costs;
- Incidental equipment repair costs and supply costs;
- Utilities;
- Licenses to use TCEQ's LEADS data system to host and display monitoring data;
- Data validation activities; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Following the end of the 2019 ozone season, CAPCOG will prepare a year-end monitoring report summarizing the monitoring activities completed during the 2019 ozone season, completeness statistics, accuracy statistics, and a year-end equipment inventory. CAPCOG's goal is to ensure the collection and validation of at least 75% of all possible hourly ozone, wind speed, wind direction, temperature, and humidity measurements each month during the 2019 ozone season at each monitoring station, and for ozone measurements to remain within 7% of reference measurements during monthly calibrations. These performance goals are consistent with EPA's most recent ambient air monitoring guidance for ozone monitoring.

Supplemental Funding Tasks (up to \$150,000)

Task 8: Analysis of 2018 Air Monitoring Data

Under this task, CAPCOG will perform an analysis of the air pollution and meteorological data collected in 2018 and compare these data to data collected in previous years. This will help identify the conditions that were most likely to lead to high air pollution levels during 2018, whether these conditions were more or less likely to occur in 2018 compared to prior years, and whether there were any specific emissions-related or meteorological-related explanations for any deviations from what has been typical for the previous several years. This analysis will help provide a better understanding of the extent to which local emission reduction efforts impacted ambient ozone concentrations. CAPCOG will initiate this project following TCEQ's certification of its 2018 air monitoring data, which is due to EPA by May 1, 2019.

Task 9: Analysis of 2017 National Emissions Inventory Data

Under this task, CAPCOG will analyze any data TCEQ and EPA provide for the 2017 National Emissions Inventory (NEI) for its implications for regional air quality planning in the Austin-Round Rock MSA. Federal regulations require states to provide data every three years to develop an NEI, and the data for the 2017 NEI will be due to EPA by January 31, 2019. In 2016, CAPCOG performed a similar analysis for the data used for the 2014 NEI. This project will involve:

- Summarizing annual emissions totals by pollutant for each county in the CAPCOG region;
- Summarizing annual emissions totals by source for the CAPCOG region;
- Summarizing any trends in emissions within the region, across the state, and across the country;
- Identifying sources of emissions contributing the most to high ambient air pollution levels within the region when they occur; and
- Explaining the basis for the TCEQ and EPA emissions estimates and identifying any significant uncertainties or opportunities for improvement.

This analysis can be used to help the region better target its emission reduction strategies in order to achieve its goals.

Task 10: Technical Assistance to CAC Members to Implement Emission Reduction Measures

Under this task, CAPCOG will provide technical assistance to CAC members to implement emission reductions identified in the region's 2019-2023 air quality plan. This includes identifying best practices for implementing emission reduction commitments that an organization has made, analyzing operational data provided by an organization, identifying opportunities to maximize emission reductions, and assisting organizations with securing the funding and training needing to implement emission reduction measures. CAPCOG will plan on providing approximately 350 – 450 hours of technical assistance under this task. This work could also include implementation of any measures that are regional in scope that CAPCOG would be tasked with implementing. CAPCOG would prioritize these activities in such a way as to maximize the potential emission reductions that these efforts would achieve.

Task 11: Quantification of Local Emission Reductions and Ozone Impacts

This task involves quantification of emission reduction measures implemented by CAC members. This will involve estimation of NO_x emission reductions and other co-pollutant impacts of emission reduction measures identified in the annual air quality report based on operational data provided by CAC members. At a minimum, CAPCOG expects that this will include an assessment of:

- Commute solutions-related emission reductions;
- Fleet emission reduction measures; and
- Energy efficiency and renewable energy measures.

These efforts will help CAPCOG and local partners assess whether these measures are achieving the emission reductions intended and identifying opportunities for improvement.

Task 12: Additional Staff Outreach Activities and Air Quality Advertising

This task involves more extensive air quality outreach and education activities carried out by CAPCOG between October 1, 2018 and September 30, 2019, beyond what is described under Task 5, in order to increase the emission reductions that can be achieved by changing behavior among the public and organizations with large numbers of employees or members. At a minimum, this additional outreach would involve: 1) staffing at least an additional five outreach events within the region, 2) reaching out to and meeting with at least one large employer or other organization (>100 employees or members) each month to promote activities that can improve air quality or otherwise reduce the exposure of vulnerable populations to high levels of air pollution when it occurs, 3) targeted institutional outreach to the media, health care professionals, educators, etc. to encourage reporting of the air quality index and air quality forecasts; and 4) purchasing advertising and educational supplies (approximately \$30,000 - \$50,000 total) to maintain high levels of air quality awareness and motivate members of the public to take action to reduce emissions; and 5) distribution of a public-facing air quality outreach newsletter. CAPCOG will use an Outreach and Education subcommittee of the CAC Advisory Committee to help guide these activities. This will also involve recruitment of additional CAC members, with a goal of recruiting at least one additional CAC member by the end of FY 2019. Money spent on this task could also be leveraged as a local match for federal Commute Solutions funding, if necessary.

Task, Deliverable, and Performance Metric Summary

The following table identifies the deliverables, due dates, performance metrics, and performance targets for each task. In the event that an interlocal agreement starts after a deliverable due, the scope of work for that agreement would only include tasks that had not yet been completed, but would not affect the amount of funding that would be needed from the jurisdiction in order to complete the entire scope of work.

Table 1 Work Plan Task and Deliverable Summary

| Task Number | Deliverable | Due Date | Performance Metric | Performance Target |
|--------------------|---|---|---|--|
| 1 | New Regional Air Quality Plan | 12/31/2018 | On-Time Completion of Task | Completion of Task by 12/31/2018 |
| 2 | Clean Air Coalition Meeting Minutes | 30 days after meetings | Number of CAC Meetings | 4 |
| 3 | Clean Air Coalition Advisory Committee Minutes | 30 days after meetings | Number of CACAC Meetings | 4 |
| 4 | Monthly Air Quality Newsletters | By the end of each month | Number of newsletters | 12 |
| 5 | Quarterly Reports on Basic Outreach Activities Completed | Within 10 business days of the end of each quarter | a) Number of unique visitors to Air Central Texas site b) number of social media posts, and c) number of events staffed in each county | a) 2,500 b) 100, and c) 1 |
| 6 | 2018 Air Quality Report | 7/31/2018 | Number of organizations reporting | 20 |
| 7 | Monthly Monitoring Reports | Within 10 business days of the end of each quarter | a) number of quality-assured hours of ozone monitoring data b) accuracy of ozone monitoring data | a) 28,944 (75% of all possible hours between 3/1 – 11/30 at six locations), and b) deviation of no more than +/- 7% |

Attachment B: CAPCOG Air Quality FY 2019 Scope of Work

| Task Number | Deliverable | Due Date | Performance Metric | Performance Target |
|--------------------|--|---|---|---|
| 8 | 2018 Air Monitoring Data Analysis Report | August 31, 2019 | Number of 2018 hourly ozone and meteorological data points analyzed | 241,200 (75% of all possible hourly values at 10 stations for five parameters) |
| 9 | 2017 National Emissions Inventory Analysis Report | September 30, 2019 | 2017 NO_x Emissions Estimates Analyzed | 1,610 (distinct NO_x emissions estimates for the 10-county CAPCOG region at the SCC-7 level) |
| 10 | Report on Technical Assistance Provided to CAC members | October 31, 2019 | Hours of technical assistance provided | 350 |
| 11 | Quantification of Local Emission Reductions | September 30, 2019 | NO_x emission reductions quantified | At least 2 tons per day |
| 12 | Quarterly Reports on Additional Outreach Activities Completed | Within 10 business days of the end of each quarter | a) Number of additional outreach events; b) number of meetings with large organizations, c) number of meteorologists reached, and d) advertising gross impressions | a) 5, b) 12, c) 3, and d) 2 million |

Exhibit B: Schedule of Deliverables and Invoices for this Contract

The following table describes the schedule of deliverables, due dates, and associated payments for this contract.

| Contract Deliverable | Due Date | Invoice Amount |
|---|-------------------|-----------------------|
| 1: 2019 ozone monitoring contract | 3/28/2019 | \$100,000.00 |
| 2: Report on FY 2019 air quality program activities carried out by CAPCOG and copies of all work plan deliverables described in Exhibit A from 10/1/2018 through 3/31/2019 | 4/30/2019 | \$21,636.33 . |
| 3: Report on FY 2019 air quality program activities and copies of all work plan deliverables described in Exhibit A from 4/1/2019 through 6/30/2019 | 7/31/2019 | \$21,636.33 |
| 4: Report on FY 2019 air quality program activities and copies of all work plan deliverables described in Exhibit A from 7/1/2019 through 9/30/2019 | 10/31/2019 | \$21,636.34 |

CAPCOG Air Quality Program Scope of Work for Local Funding, January 2019 – December 2019

Base-Level Funding - \$108,304.00

Task 1: Establish 2019 Ozone Season Monitoring Contract

This task involves CAPCOG securing a new ozone monitoring contract to continue operation and maintenance activities at six to eight continuous air monitoring stations (CAMS) through December 31, 2019. These funds will enable CAPCOG to fully encumber the cost of the monitoring contract ahead of the start of the 2019 ozone season.

Tasks 2 and 3: Clean Air Coalition and Advisory Committee Support

These tasks involve ongoing staff support for the Central Texas Clean Air Coalition (CAC) and its advisory committee for air quality work coordinated among cities, counties, and other regional stakeholders, including private industry. This staff support includes research, analysis, and coordination of all air quality-related functions of the CAC.

Task 4: Monthly Air Quality Newsletter

This task involves preparation and distribution of a monthly air quality newsletter to provide CAC representatives, CAC Advisory Committee representatives, and other stakeholders. This newsletter will include:

- Updates on air quality monitoring data from the prior month;
- Updates on state and federal regulatory action, legislation, and court cases relevant to air quality;
- Updates on funding and training opportunities relevant to air quality; and
- Information on upcoming meetings and other regional air quality activities.

Task 5: Basic Outreach Activities

This task involves basic direct air quality outreach and education activities carried out by CAPCOG between January 1, 2019 and September 30, 2019. This would involve maintaining the AirCentralTexas.org website, maintaining AirCentralTexas.org social media accounts and staffing at least one air quality outreach event in each county.

Task 6: Annual Air Quality Report

This task involves preparing CAPCOG's annual air quality report, which summarizes the region's air quality data from the previous year, the status of the implementation of the emission reductions within the region, and other information relevant to tracking the region's progress in implementing the regional air quality plan.

Task 7: 2019 Ozone Season Monitoring

Under this task, CAPCOG will operate ozone and meteorological monitoring at continuous air monitoring stations (CAMS) throughout the region during the region's 2019 ozone season (March 1, 2019-November 30, 2019). Funding will be used to pay for:

- Relocation of any monitoring equipment if recommended in the 2019-2023 monitoring plan approved by the Clean Air Coalition;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental/replacement costs;
- Incidental equipment repair costs and supply costs;
- Utilities;
- Licenses to use TCEQ's LEADS data system to host and display monitoring data;
- Data validation activities; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Base-Level Funding Deliverable Summary

| Task Number | Deliverable | Performance Metric | Due Date |
|-------------|--|---|--|
| 1 | 2019 ozone monitoring contract | One-time completion of task | 2/28/2019 |
| 2 | Clean Air Coalition meeting minutes | Minimum of three meetings per calendar year | Within 30 days after each meeting |
| 3 | Clean Air Coalition Advisory Committee meeting minutes | Minimum of three meeting per calendar year | Within 30 days after each meeting |
| 4 | Copy of each monthly newsletter | Minimum of one newsletter per month | By the end of each month |
| 5 | Quarterly reports on basic outreach activities completed | number of unique visitors to Air Central Texas site per fiscal year (performance target: 2,500) number of social media posts per fiscal year (performance target: 100) number of events staffed in each county per fiscal year (performance target:1) | Within 10 business days of the end of each quarter |
| 6 | 2018 air quality report | Minimum of 20 organizations will be included in the report, including City of Austin | 7/31/2019 |
| 7 | Monthly monitoring reports | number of quality-assured hours of ozone monitoring data accuracy of ozone monitoring data | Within 10 days of each quarter |

Supplemental Funding - \$56,605.00

Additional Outreach and Advertising Activities

This task (number 12 in the CAPCOG Air Quality FY19 Funding Request Summary) involves more extensive air quality outreach and education activities carried out by CAPCOG between January 1, 2019 and September 30, 2019, beyond what is described under Task 5. At a minimum, this additional outreach would involve:

- Staff a minimum of five additional outreach events within the City of Austin;
- Reach out to and meet with at least one large employer or other organization (>100 employees or members) each month to promote activities that can improve air quality or otherwise reduce the exposure of vulnerable populations to high levels of air pollution when it occurs;
- Perform targeted institutional outreach within the City of Austin to the media, health care professionals, and educators to encourage reporting of the air quality index and air forecasts;
- Purchase advertising and educational supplies to maintain a high level of air quality awareness and motivate members of the public to take action to reduce emissions;
- Distribute a public-facing air quality outreach newsletter monthly;

Supplemental Funding Deliverable Summary

| Deliverable | Performance Metric | Due Date |
|--|--|---|
| Quarterly report on additional outreach activities | Reach at least 1,000 residents of the City of Austin through in-person outreach as events and/or presentations Minimum of 9 meetings with large organizations Number of meetings with media, health care professionals and educators within the City of Austin and region-wide, minimum of three organizations reached 1.5 million advertising gross impressions Minimum of one newsletter per month | Within 10 days of the end of each quarter |