

RESOLUTION NO. 20051027-013

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City authorizes the negotiation and execution of an Interlocal Agreement with the Texas Transportation Institute to perform a best practices study on various transportation issues including speed management on roads, and pedestrian and bicyclist safety, in substantially the form attached as Exhibit A.

ADOPTED: October 27, 2005

ATTEST:

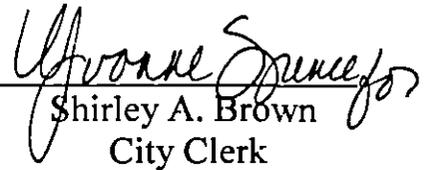

Shirley A. Brown
City Clerk

EXHIBIT A

INTERLOCAL COOPERATION CONTRACT

CONTRACT NUMBER P2006076

**THE STATE OF TEXAS **
THE COUNTY OF TRAVIS ****

THIS CONTRACT is entered into by and between a local government and the State agency as shown below Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act, TEX. GOVT. CODE ANN." § 791.001, et. Seq."

I. CONTRACTING PARTIES:

The Performing Agency: Texas Transportation Institute
The Texas A&M University System - VID # 37277277275000

The Receiving Agency: City of Austin Department of Public Works Department

II. STATEMENT OF SERVICES TO BE PERFORMED:

Best Practices Report – Bicycle and Pedestrian Facilities P2006076
See Schedule A

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

Fixed Price
See Schedule B

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: \$8,000.00
Eight thousand dollars
The maximum amount payable under this contract is contingent upon availability of funds.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments shall be billed: \$4,000 on November 1, 2005; and \$4,000 December 1, 2005.

Payments received by the Performing Agency shall be credited to its current appropriation items(s) or account(s) from which the expenditures of that character were originally made.

VI. DISPUTES

The dispute resolution process provided for in Title 10 Chapter 2260 of the Government Code shall be used, as further described herein, by the Performing Agency and the Receiving Agency to attempt to resolve any claim for breach of contract made by the Receiving Agency.

The Receiving Agency's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Receiving Agency shall submit written notice, as required by subchapter B, to Mr. Don Bugh, Executive Associate Director of the Performing Agency. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Performing Agency and the Receiving Agency otherwise entitled to notice under the parties' contract. Compliance by the Receiving Agency with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Receiving Agency's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Performing Agency if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Performing Agency nor any other conduct of any representative of the Performing Agency relating to the contract shall be considered a waiver of sovereign immunity to suit.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Performing Agency, in whole or in part.

The designated individual responsible on behalf of the Performing Agency for examining any claim or counterclaim and conducting any negotiations related thereto as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Mr. Don Bugh, Executive Associate Director, Texas Transportation Institute, MS 3135, Texas A&M University, College Station, Texas 77843-3135.

VII. TERM OF CONTRACT: The Receiving Agency shall make the payments for government services and functions to be performed under this Contract from current revenues available to the Receiving Agency. This contract begins when fully executed by both parties and terminates on December 31, 2005

THE AGREEING PARTIES certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to request for the above services by authority granted in TEX. GOVT. CODE ANN." § 791
(Statute, Constitution, Special Provision of Appropriation Bill)

PERFORMING AGENCY further certifies that it has the authority to perform the services agreed upon above by authority granted in Chapter 85, Texas Education Code
(Statute, Constitution, Special Provision of Appropriation Bill)

The undersigned parties bind themselves to the faithful performance of this contract.

PERFORMING AGENCY

Texas Transportation Institute
Name of Agency

By:
Authorized Signature

H. H. Richardson, Director
Name/Title

10/20/2005
Date

RECEIVING AGENCY

City of Austin
Name of Agency

By:
Authorized Signature

Name/Title

Date

**Scope of Work
Best Practices Report – Bicycle and Pedestrian Facilities
October 2005**

This scope of services outlines the tasks that will be performed under the agreement to assist the City of Austin Department of Public Works Department in understanding how other cities in the United States have used innovative approaches to address issues related to bicycle and pedestrian movement. In the process of completing this work, the Texas Transportation Institute (TTI) will develop a report highlighting these best practices and comparing the City of Austin practices to these approaches.

Background

Shoal Creek Boulevard is a collector roadway in Austin, Texas which extends from US 183 (Research Boulevard) on the north to West 38th Street on the south. The land use along Shoal Creek Boulevard south of Anderson Lane is primarily residential. It consists of two vehicular travel lanes with shoulder lanes on either side of the travel lanes. On-street parking is allowed. There is not a continuous sidewalk along both sides of Shoal Creek Boulevard, but there are sections with sidewalk on one or both sides of the street. A recent traffic volume count conducted by the City of Austin in February of 2005 indicates that Shoal Creek Boulevard carries between 4,000 and 6,000 vehicles per day.

When resurfacing the pavement triggered the bike plan recommendations, the Department of Public Works began the process to eliminate on-street parking to provide car-free lanes for bicyclists. After neighborhood complaints surfaced, the City worked with neighborhood residents to develop a plan to address how to handle the conflict of parked vehicles in the bicycle lane. A striping plan was recommended to the Austin City Council, but the neighborhood was not in agreement. A consultant was hired to complete a traffic analysis and as a result, raised curb islands were recommended and installed. The purpose of the curb islands was to beautify the street and reduce vehicular speeds. Many residents did not see the islands as aesthetically pleasing and the vehicular speeds did not significantly decrease. The City Council subsequently voted to remove the islands, but not before a striping plan is developed for Shoal Creek Boulevard.

City staff will work with the stakeholder group to study the options once more. The Department of Public Works is meeting with the Land Use and Transportation Subcommittee on November 14, 2005 to discuss this proposed TTI report on best practices for bicycle and pedestrian facilities. On December 1, 2005, the Department of Public Works will present the findings to the Austin City Council.

Work Tasks

Texas Transportation Institute staff will contact city staff in Davis, California; Denver, Colorado; Oakland, California; Portland, Oregon; and others in the United States that might have implemented inventive treatments to improve the safety and/or mobility of pedestrians and bicyclists. Other possible contacts could include cities in Canada and Europe.

In addition to the treatment used, TTI will report on the public support of the treatment, the lessons learned, and how the treatment might apply to a street like Shoal Creek Boulevard. TTI will include impacts to on-street parking. A comparison of the City of Austin practices to these best practices will be made.

Because many residents along Shoal Creek Boulevard are most concerned about vehicular speeding, TTI will also report on the ways these other cities have handled situations where they have implemented innovative bicycle and pedestrian facilities which were also intended to reduce vehicular speeds. Finally, if these communities have dealt with speed management, pedestrian and bicycle safety and still provided effective traffic flow, they will be mentioned and the techniques described.

Deliverables:**Due Date:**

Best Practices: Innovative Bicycle and Pedestrian Facilities – Interim Findings Report to COA Staff	November 9, 2005
Briefings on Interim findings to the Land Use and Transportation Subcommittee (Ginger Goodin and Joan Hudson)	November 14, 2005
Best Practices: Innovative Bicycle and Pedestrian Facilities – Final Report to COA Staff	November 22, 2005

INTERLOCAL CONTRACT
Estimated Budget

TEXAS TRANSPORTATION INSTITUTE

P2006076

Estimated Budget for 10/20/05 to 12/31/05

Best Practices Report – Bicycle and Pedestrian Facilities

City of Austin Department of Public Works Department

Principal Investigator: Joan Hudson

A. Direct Costs

1. Salaries and Wages*			
Professional Services	0.64 staff-mo	\$ 3,716	
Clerical Services**	0.05 staff-mo	\$ 147	
Students (Undergraduate)	0.06 staff-mo	\$ 85	
TOTAL SALARIES AND WAGES			\$ 3,948
2. Fringe Benefits			
15.60% of Salaries and Wages (Non-Students)		\$603	
.7% of Salaries and Wages (Students)		\$1	
Health Insurance (Staff @ \$435/person/month)		\$300	
TOTAL FRINGE BENEFITS			\$904
3. Expendable Goods/Supplies			
Research Materials		\$400	
TOTAL SUPPLIES			\$400
4. Travel			
TOTAL TRAVEL			\$0
5a. Other Operating Expenses			
Telephone (Long Distance Charges)		\$90	
Reproduction		\$50	
SUB-TOTAL OTHER OPERATING EXPENSES			\$140
5b. Other Operating Costs (NO INDIRECT)			
Computer Operations****		\$155	
SUB-TOTAL OTHER OPERATING EXPENSES (No Indirect)			\$155
TOTAL OTHER OPERATING EXPENSES			\$295
6. Capital Equipment			
TOTAL CAPITAL EQUIPMENT			\$0
7. Subcontract/Consultant			
TOTAL SUBCONTRACT/CONSULTANT			\$0
TOTAL DIRECT COSTS			\$ 5,547
B Administrative Costs	45.5%	MODIFIED TOTAL DIRECT COST*****	\$5,392
		TOTAL ADMINISTRATIVE COSTS	\$2,453
NET COST TO SPONSOR			\$ 8,000

All facilities and equipment necessary to accomplish the required work are available.

The Texas A&M University System serves people of all ages, regardless of socioeconomic level, race, color, sex, religion, disability or national origin.

* Salary rates are estimated for budget purposes only. Reimbursement will be based on actual costs per employee in accordance with Performing Agency's payroll policy and salary rate.

** Clerical Staff are directly charged as the support required is significantly greater than the routine level of services provided by academic departments.

**** Includes computer use, leasing, maintenance, and network support services.

***** Excludes Capital Equipment, Computer Operations, Technical Support Services, and Contractual Services exceeding \$25,000.