



Travis County Commissioners Court Agenda Request

Meeting Date: September 18, 2012

Prepared By/Phone Number: David Walch 46663, Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 18 to Contract No. 4400000912 (H.T.E. # PS980170JJ), Clean Air Force of Central Texas for improving air quality services.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

Since the group's inception in 1996, Travis County through this agreement with The Clean AIR Force of Central Texas (CTF), has worked together with five (5) other counties involved in this project. The project is focused on finding workable solutions for improving air quality in Central Texas. They also provide a clearinghouse for the latest information and guidance on air quality initiatives to the community.

This Modification No. 18 replaces the contract language with the attachment of the "Amended and Restated Agreement between the Clean Air Force of Central Texas and Travis County". The Amended and Restated agreement incorporates the Deliverables for the 2012 Contract Term. The contract term funding remains at \$10,000.

This Modification No. 17 replaced "Attachment A, Scope of Services", clarifying the deliverables for the FY2011 contract term and funding amount of \$10,000.

Modification 16 was an administrative modification changing the mailing address for this agency.

Modification 15 replaced "Attachment A, Scope of Services", and clarified the deliverables for the FY2010 contract term.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Modification 14 was an administrative modification changing the mailing address for the agency.

Modification 13 replaced “Attachment A, Scope of Services”, and clarified the deliverables for the FY2009 contract term.

Modification 12 incorporated FY2008 deliverables into the contract by incorporating “Attachment A, Scope of Services” in the contract.

Modification no. 11 modified the current contract by deleting and replacing the terms and conditions of the contract to include the auto renewal provision.

Amendment / Modifications numbers one (1) through ten (10) were presented to the court by TNR to renew the agreement, approve the budget and authorize payment of services.

➤ **Contract Expenditures:** Within the last 12 months \$10,000.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$16,656.00 (Not-to-Exceed)

Contract Type: Professional Services Agreement

Contract Period: 05/29/98 – 09/30/99

➤ **Contract Modification Information:**

Modification Amount: \$10,000.00

Modification Type: Bilateral

Modification Period: 10/01/07 – Until Terminated

➤ **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-4908-628-6099

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

August 2, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Carol B. Joseph*
Steven M. Manilla, County Executive, TNR
SUBJECT: Interlocal Agreement
Clean Air Force

TNR requests that Travis County enter into an interlocal agreement with Clean Air Force of Central Texas. Attached is the scope of services that will be provided per this agreement. The total amount to be paid by Travis County for fiscal year 2012 is \$10,000.

If you should have any questions or need further information, please call Sydnia Crosbie at 854-7682.

102 Clean Air Force Council
Central Texas Clean Air Force – Vendor File

Attachment

SC:SMM:sc



Attachment A
CLEAN AIR Force of Central Texas
Scope of Services and Deliverables for Travis County Contract
January 1 – December 31, 2012

440000912 (H.T.E. # PS980170JJ)
 Modification 18

Services	CAF will provide Travis County the following information on CAF's accomplishments by January 31, 2013
Public Outreach & Educational Activities	
<p>Provide the Central Texas public with information on air quality issues, including:</p> <ul style="list-style-type: none"> • health impacts of air pollution • economic impacts of air pollution • air quality regulations • air quality programs • presenting the above information between April 1, 2012 and October 31, 2012 ^{December 31, 2012} to: <ul style="list-style-type: none"> • the commissioners courts of Bastrop, Caldwell, Hays, Travis, and Williamson Counties; • at least two city councils within each of the counties of Bastrop, Caldwell, Hays, Travis, and Williamson • members of the public in at least one face-to-face event in the each of the counties of Bastrop, Caldwell, Hays, Travis, and Williamson ^{each of the counties of Bastrop, Caldwell, Hays, Travis, and Williamson} 	<p>Date and location of each presentation</p>
<p>Educational efforts will identify air quality problems and at least two ways in which citizens can help reduce harmful emissions</p>	
<p>Create a radio and television campaign and broadcast to households in the five-county region (Bastrop, Caldwell, Hays, Travis, and Williamson) <i>da</i></p>	<p>Number of broadcasts produced Number of stations to which broadcast(s) were disseminated <i>da</i> Number of times and dates actually broadcast</p>
<p>Maintain a website, Facebook page, Twitter account, and You Tube channel for the</p>	<p>Number of website hits on 1-1-2012 <i>da</i></p>

exchange of news, ideas, projects and programs	Number of website hits on 12-31-2012 Number of Facebook friends on 1-1-2012 Number of Twitter followers on 12-31-2012 Number of You Tube views on 1-1-2012 <i>da</i> Number of You Tube views on 12-31-2012
Hold a press conference at the start of Ozone Season to educate media outlets and the public about how to improve air quality in Central Texas	Date of press conference Number of attendees
Keep radio and TV meteorologists updated on information regarding new developments in ozone regulation	Dates of updates Names of meteorologists to whom updates were sent and the radio/TV stations for which they work
Use social media, website, and/or electronic newsletters to relay information on the following: <ul style="list-style-type: none"> • past and current air quality measurements • best practices examples • applicable legislative and regulatory issues • information regarding publicity campaigns 	
Provide businesses and citizens with the opportunity to stay abreast of the latest air quality technical and policy developments through Technical Advisory Committee meetings	Dates of Technical Advisory Committee meetings, numbers of attendees at each meeting, Copies of agendas from each meeting
Programs	
Clean Air Partners Program <ul style="list-style-type: none"> • work with Partners to customize clean air strategies to help them minimize their emissions • host a networking/recruiting event at least once a year • host the annual luncheon and recognize high-achieving Partners for their efforts <i>da</i> • place an ad in the Austin Business Journal listing Partners and thanking them for their efforts <i>da</i> • require annual reporting of Partners' emission reduction results • strive to increase the number of Partners 	Number of Partners on 1-1-2012 Number of Partners on 12-31-2012 Date(s) of networking/recruiting events and number of attendees at each event Date of annual luncheon and number of attendees <i>da</i> Date of Austin Business Journal ad and copy of ad <i>da</i> Copy of annual report on Partners' emission reduction results <i>da</i>
Clean School Bus Program <ul style="list-style-type: none"> • focus efforts on anti-idling initiatives 	Numbers of school buses retrofitted or replaced in 2012 and the names of the school districts to which the buses belonged

<ul style="list-style-type: none"> continue to work with local ISDs to retrofit and replace older polluting school buses and encourage the use of cleaner fuels 	<p>Names of schools that have instituted no-idling programs using materials developed by CAF and the names of the school districts to which the schools belong</p>
<p>Ozone Alert Program</p> <ul style="list-style-type: none"> continue Ozone Alert Day warnings/watches via email, Facebook, and Twitter to alert Central Texas residents of possible unhealthy air days include the Air Quality Index include clear explanations on the difference between an Ozone Watch and an Ozone Warning include simple suggestions for reducing emissions include direct links to bus routes provide a local and 800 phone number for citizens who do not have email capabilities <p>strive to increase the number of subscribers</p>	<p>Dates on which Ozone Alert Day warnings were issued Dates on which Ozone Alert Watch Day warnings were issued Number of phone calls to Ozone Alert/Ozone Watch phone lines <i>na</i> Number of Ozone Alert/Ozone Watch subscribers on 1-1-2012 Number of Ozone Alert/Ozone Watch subscribers on 12-31-2012</p>
<p>Electric Lawn Equipment Discount Program</p> <ul style="list-style-type: none"> offer citizens discounts on electric lawn equipment (lawnmowers, blowers and trimmers) as an incentive to purchase cleaner technology and reduce air pollution encourage recycling of older gas-powered mowers and planting native grasses 	<p>Date of program Number of electric lawnmowers, blowers, and trimmers sold at Home Depot Number of program participants at Home Depot Number of Sunset Valley participants in discount program</p>
<p>Heavy-Duty Vehicle Idling Campaign</p> <ul style="list-style-type: none"> promote this regional initiative on the CAF website provide a hotline for people to report violations and forward to the appropriate authorities 	<p>Number of calls received by hotline Number of instances in which calls were referred to authorities <i>na</i> Names of jurisdictions in which alleged violations occurred</p>
<p>High School PSA Air Quality Contest</p> <ul style="list-style-type: none"> engage local students in air quality public awareness and education in the five-county region provide a proclamation and recognize winners at an Austin City Council meeting 	<p>Number of entries Number and names of schools from which entries were received Date of Austin City Council meeting and proclamation and names of winners</p>
<p>Reporting Activities</p>	
<p>8-Hour O3 Flex Plan</p>	<p>Report results of programs</p>

<ul style="list-style-type: none"> • fulfill required public outreach duties under this plan • 	
<p>Annual Report</p>	<p>Report must include:</p> <ul style="list-style-type: none"> • the status of air quality in Central Texas during the previous calendar year's Ozone Season • the results of education and outreach activities during the previous calendar year (to include: number, dates, and names of events CAF participated in and number of citizens reached at public outreach events) • the status of CAF programs during the previous calendar year (to include: number of school buses retrofitted/replaced, number of mowers/blowers purchased by citizens, number of Clean Air Partners and number of ozone alert subscribers) • CAF's income and expenditures during the previous calendar year

PS980170JJ) - Clean Air Force of Central Texas

ISSUED BY: PURCHASING OFFICE
700 LAVACA ST, STE 800
AUSTIN, TX 78701

PURCHASING AGENT ASST: David Walch
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
July 31, 2012

ISSUED TO:
Clean Air Force of Central Texas
P.O. Box 29295
Austin, Texas 78755

MODIFICATION NO.:
18

EXECUTED DATE OF ORIGINAL CONTRACT:
May 19, 1998

ORIGINAL CONTRACT TERM DATES: 5/19/98 - 9/30/99

CURRENT CONTRACT TERM DATES: 10/1/07 - until terminated

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$35,000.00

Current Modified Amount \$ 264,380

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

1. The Parties agree to replace the contract with the attached "Amended and Restated Agreement Between The Clean Air Force of Central Texas and Travis County". The Amended and Restated agreement incorporates the Deliverables for the 2012 Contract term.
2. This Modification does not change the contract rate of \$10,000 per 12-month period.

Note to Vendor:

Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: CLEAN AIR Force of Central Texas

BY: Deanna Altenhoff
SIGNATURE

BY: Deanna Altenhoff
PRINT NAME

TITLE: Executive Director
ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE:
8.31.12

TRAVIS COUNTY, TEXAS

BY: _____
CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

RECEIVED
TRAVIS COUNTY

2012 SEP -4 PM 3:27

AMENDED AND RESTATED AGREEMENT BETWEEN THE CLEAN AIR FORCE OF CENTRAL TEXAS AND TRAVIS COUNTY

This Amended and Restated Agreement (the "Agreement") is made between the CLEAN AIR Force of Central Texas, a non-profit corporation ("CAF") and Travis County, Texas, a political subdivision of the State of Texas (the "County"), together, the "Parties." Each of the Parties confirms that it has the authority and the ability to enter into this Agreement and to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

RECITALS

1. The mission of CAF is to coordinate air quality planning and conduct education focused on motivating the citizens, businesses, and political subdivisions in Bastrop, Caldwell, Hays, Travis, and Williamson Counties (the "Five County Region" or "Central Texas Region") to take steps to reduce air pollution to protect public health and the health of the economy.
2. The focus of CAF's efforts is promoting programs and actions to reduce emissions that produce ground-level ozone, a major component of smog and a regulated air pollutant under the federal Clean Air Act.
3. The activities of CAF focus on education and outreach as well as serving as a resource and advisory body for local entities.
4. The County is dedicated to providing a clean, healthy environment for its residents.
5. The United States Environmental Protection Agency ("EPA") has adopted National Ambient Air Quality Standards for ground-level ozone that provide protection for public health and welfare.
6. The federal government is considering imposing stricter clean air standards for the Central Texas Region.
7. Supporting and implementing clean air objectives are crucial to remaining in compliance with clean air standards.
8. The County and CAF entered into an agreement on May 19, 1998 (the "Original Agreement") to use CAF's experience and expertise in and around Travis County.
9. The County and CAF now desire to update, amend, and restate the Original Agreement as set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth in this Agreement, the Parties agree to replace the Original Agreement and to enter into this Amended and Restated Agreement between CLEAN AIR Force of Central Texas and Travis County as follows:

SECTION 1. PURPOSE

The County and CAF share a commitment to improving the air quality of Central Texas. The County and CAF enter into this Agreement to use CAF's experience and expertise in reducing ground-level ozone in and around Travis County. CAF accomplishes this goal through the review and oversight of technical studies, educational activities and outreach projects, and coordination with other Texas near-nonattainment areas and the state government. Under this Agreement, the County will provide funding to CAF to assist in efforts aimed at keeping Travis County air pollution levels from exceeding National Ambient Air Quality Standards.

SECTION 2. OBLIGATIONS OF CAF

- A. CAF must perform each of the activities and produce each of the deliverables listed in Attachment A (2012 Scope of Services) to the satisfaction of the County by December 31, 2012, except for the annual report that CAF must provide on or before January 31, 2012.
- B. CAF will use reasonable efforts to pursue funding for the activities listed in Attachment A.
- C. In addition to other information that CAF must provide under this Section 2, CAF must also provide to the County a written report on or before January 31, 2013 that shows:
 - 1. How CAF expended any funding provided by the County;
 - 2. The activities listed in Attachment A that CAF accomplished in 2012.
- D. If CAF fails to meet its obligations under this Agreement, CAF must return \$10,000.00 to the County by February 15, 2013. This provision will survive the termination of this Agreement.

SECTION 3. OBLIGATIONS OF THE COUNTY

Within 30 days after the execution of this Agreement, the County will pay CAF \$10,000.00.

SECTION 4. TERMS AND TERMINATION

- A. This Agreement is effective upon execution by both parties and is effective until December 31, 2012. This Agreement may be renewed for one successive one-year period with the further approval of the Parties. However, this Agreement may be terminated by either party with 60 days' notice to the other party. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding on each Party from and after it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party will 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 will have the right without further notice to terminate this Agreement.

SECTION 5. FUNDING

- A. On December 20, 2011, the County agreed to provide \$10,000 to CAF in Fiscal Year 2012 in exchange for CAF's performance of services and production of deliverables listed in Attachment A.
- B. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, the County may terminate this Agreement after giving CAF 30 days' written notice that this Agreement is terminated due to the failure to fund it.

SECTION 6. 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 will 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 will become inoperative or fail by phrase, provision, or regulation of this Agreement.
- B. **Law and Venue.** This Agreement will be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

- C. **Equal Opportunity in Employment.** CAF must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, or veteran or military reservist status. CAF agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 1, attached hereto and made a part hereof. In Exhibit 1, "the CONSULTANT" refers to CAF.
- D. **Indemnity.** To the fullest extent allowable by law, CAF indemnifies and hold harmless the County from and against all claims, losses, and damages caused by action or liability of any kind for injuries or death of any person or damage to any property, arising out of or in connection with work done by CAF, its officers, agents, or employees under this Agreement.
- E. **Alteration, Amendment, or Modification.** This Agreement may not be altered, amended, or modified except in writing approved by both parties. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- F. **Entire Agreement.** This Agreement constitutes the entire agreement between the County and CAF. 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.
- G. **Notice.** Notices to either party must 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 will be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in the case of mailing.

The address of the County for all purposes is:

The Honorable Samuel T. Biscoe (or successor)
County Judge
Travis County
P.O. Box 1748
Austin, Texas 78767

With a copy to:

Mr. Steven M. Manilla, P.E. (or successor)
County Executive
Transportation and Natural Resources Department
P.O. Box 1748

Austin, Texas 78767

And to:

The Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 291.168

The address for CAF for all notices under this Agreement is:

P.O. Box 29295
Austin, Texas 78755
(512) 225-7776

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.

H. Maintenance and Right of Access to Records.

1. CAF must maintain appropriate fiscal records and supporting documentation for all expenditures of funds accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
2. CAF agrees that the County and its duly authorized representatives are entitled to have access to any and all books, documents, papers, and records of CAF that are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
3. All records or materials required by or produced under this Agreement, including records produced by any subcontractor to CAF and/or the County, must be maintained for at least three years after CAF and/or the County complete payment and performance under this Agreement or the termination or expiration of this Agreement, whichever date is later.
4. CAF must submit all information and documentation required by the County in order to comply with LIP Grant reporting requirements.

- I. **Purchase Order.** CAF must provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. CAF must reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. The County will not pay invoices that are in excess of the amount authorized by the purchase order.
- J. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the County and CAF and their respective successors, executors, administrators, and assigns. Neither the County nor CAF may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- K. **Taxpayer Identification.** CAF must provide the County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- L. **Non-Waiver of Default.** No payment, act, or omission by the County may constitute or be construed as a waiver of any breach or default of CAF which then exists or may subsequently exist. All rights of the County under this Agreement are specifically reserved and any payment, act, or omission is not to be construed to impair or prejudice any remedy or title to the County under it. Any right or remedy in this Agreement does not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- M. **Mediation.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

- N. **No Waiver of Immunity.** It is expressly understood and agreed by the Parties that neither the execution of this Agreement nor any conduct of any representative of CAF or County relating to this Agreement will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign immunity to suit.
- O. **Fiscal Year.** The County's fiscal year begins on October 1 and ends on September 30 of the following year. In this Agreement "Fiscal Year 2012" refers to the time period between October 1, 2011 and September 30, 2012.
- P. **Civil Rights/ADA Compliance.** CAF must provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if CAF were an entity bound to comply with these laws. CAF must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- Q. **Gratuities.** The County may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CAF or any agent or representative of CAF, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, the County will be entitled, in addition to any other rights and remedies, to recover from CAF at least three times the cost incurred by CAF in providing the gratuities.
- R. **Monitoring.** The County reserves the right to perform periodic on-site monitoring of CAF's compliance with the terms of this Agreement and of the adequacy and timeliness of CAF's performance under this Agreement. After each monitoring visit, the County will provide CAF with a written report of the monitor's findings. If the report notes deficiencies in CAF's performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by CAF. CAF must take action specified in the monitoring report prior to the deadlines specified.
- S. **Incorporation of Attachments.** The attachments and exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim.
- T. **Texas Public Information Act.** Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions, and letter rulings issued by the Texas Attorney's General Office.

- U. **Conflict of Interest Questionnaire.** If required under Chapter 176 of the Texas Local Government Code, CAF must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, CAF must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. CAF must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. CAF should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is accepted from disclosure under the Texas Public Information Act. CAF is solely responsible for the preparation of its Conflict of Interest Questionnaire and the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.
- V. This Agreement is not intended, nor may it be construed, to confer any benefits, rights, or remedies upon any person not a party hereto.
- W. If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- Y. **Interpretation.** In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.
- Z. **Disbursements to Persons with Outstanding Debts Prohibited.**
- (1) In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CAF to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of CAF, or an agent or assignee of CAF until:
- (a) The County Treasurer notifies CAF in writing that the debt is outstanding; and

- (b) The debt is paid.
- (2) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
- (3) County may apply any funds County owes CAF to the outstanding balance of debt for which notice is made under section 6.Z(1) above, if the notice includes a statement that the amount owed by the County to CAF may be applied to reduce the outstanding debt.

A.A. Certificate of Eligibility. This provision applies if the anticipated contract exceeds \$100,000. CAF certifies that at the time of submission of its Qualifications Statement, CAF was not on the federal government's list of suspended, ineligible or debarred contractors and that CAF has not been placed on this list between the time of its Statement submission and the time of execution of this Agreement. If CAF is placed on this list during the term of this Agreement, CAF must notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

BB. Interest on Overdue Payments. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

CC. Property Taxes. Notwithstanding anything to the contrary herein, if CAF is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, CAF hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

TRAVIS COUNTY

_____ Date: _____
Samuel T. Biscoe
County Judge

CLEAN AIR FORCE OF CENTRAL TEXAS

Deanna Altenhoff Date: 8.31.12

 [printed name] **Deanna Altenhoff**
 [title] **Executive Director**



Attachment A
CLEAN AIR Force of Central Texas
Scope of Services and Deliverables for Travis County Contract
January 1 – December 31, 2012

<p>Services</p>	<p>CAF will provide Travis County the following information on CAF's accomplishments by January 31, 2013</p>
<p>Public Outreach & Educational Activities</p>	
<p>Provide the Central Texas public with information on air quality issues, including:</p> <ul style="list-style-type: none"> • health impacts of air pollution • economic impacts of air pollution • air quality regulations • air quality programs • presenting the above information between April 1, 2012 and December 31, 2012 to: <ul style="list-style-type: none"> • the commissioners courts of Bastrop, Caldwell, Hays, Travis, and Williamson Counties; • at least two city councils within each of the counties of Bastrop, Caldwell, Hays, Travis, and Williamson • members of the public in at least one face-to-face event in Travis County 	<p>Date and location of each presentation</p>
<p>Educational efforts will identify air quality problems and at least two ways in which citizens can help reduce harmful emissions</p>	
<p>Maintain a website, Facebook page, Twitter account, and You Tube channel for the exchange of news, ideas, projects and programs</p>	<p>Number of website hits on 12-31-2012 Number of Facebook friends on 1-1-2012 Number of Twitter followers on 12-31-2012 Number of You Tube views on 12-31-2012</p>

<p>Hold a press conference at the start of Ozone Season to educate media outlets and the public about how to improve air quality in Central Texas</p>	<p>Date of press conference Number of attendees</p>
<p>Keep radio and TV meteorologists updated on information regarding new developments in ozone regulation</p>	<p>Dates of updates Names of meteorologists to whom updates were sent and the radio/TV stations for which they work</p>
<p>Use social media, website, and/or electronic newsletters to relay information on the following:</p> <ul style="list-style-type: none"> • past and current air quality measurements • best practices examples • applicable legislative and regulatory issues • information regarding publicity campaigns 	
<p>Provide businesses and citizens with the opportunity to stay abreast of the latest air quality technical and policy developments through Technical Advisory Committee meetings</p>	<p>Dates of Technical Advisory Committee meetings, numbers of attendees at each meeting, Copies of agendas from each meeting</p>
<p>Programs</p>	
<p>Clean Air Partners Program</p> <ul style="list-style-type: none"> • work with Partners to customize clean air strategies to help them minimize their emissions • host a networking/recruiting event at least once a year • require annual reporting of Partners' emission reduction results • strive to increase the number of Partners • 	<p>Number of Partners on 1-1-2012 Number of Partners on 12-31-2012 Date(s) of networking/recruiting events and number of attendees at each event</p>
<p>Clean School Bus Program</p> <ul style="list-style-type: none"> • focus efforts on anti-idling initiatives • continue to work with local ISDs to retrofit and replace older polluting school buses and encourage the use of cleaner fuels 	<p>Numbers of school buses retrofitted or replaced in 2012 and the names of the school districts to which the buses belonged Names of schools that have instituted no-idling programs using materials developed by CAF and the names of the school districts to which the schools belong</p>

<p>Ozone Alert Program</p> <ul style="list-style-type: none"> • continue Ozone Alert Day warnings/watches via email, Facebook, and Twitter to alert Central Texas residents of possible unhealthy air days • include the Air Quality Index • include clear explanations on the difference between an Ozone Watch and an Ozone Warning • include simple suggestions for reducing emissions • include direct links to bus routes • provide a local and 800 phone number for citizens who do not have email capabilities <p>strive to increase the number of subscribers</p>	<p>Dates on which Ozone Alert Day warnings were issued Dates on which Ozone Alert Watch Day warnings were issued Number of Ozone Alert/Ozone Watch subscribers on 1-1-2012 Number of Ozone Alert/Ozone Watch subscribers on 12-31-2012</p>
<p>Electric Lawn Equipment Discount Program</p> <ul style="list-style-type: none"> • offer citizens discounts on electric lawn equipment (lawnmowers, blowers and trimmers) as an incentive to purchase cleaner technology and reduce air pollution • encourage recycling of older gas-powered mowers and planting native grasses 	<p>Date of program Number of electric lawnmowers, blowers, and trimmers sold at Home Depot Number of program participants at Home Depot Number of Sunset Valley participants in discount program</p>
<p>Heavy-Duty Vehicle Idling Campaign</p> <ul style="list-style-type: none"> • promote this regional initiative on the CAF website • provide a hotline for people to report violations and forward to the appropriate authorities 	<p>Number of calls received by hotline Names of jurisdictions in which alleged violations occurred</p>
<p>High School PSA Air Quality Contest</p> <ul style="list-style-type: none"> • engage local students in air quality public awareness and education in the five-county region • provide a proclamation and recognize winners at an Austin City Council meeting 	<p>Number of entries Number and names of schools from which entries were received Date of Austin City Council meeting and proclamation and names of winners</p>

Reporting Activities	
<p>8-Hour O3 Flex Plan</p> <ul style="list-style-type: none"> • fulfill required public outreach duties under this plan 	<p>Report results of programs</p>
<p>Annual Report</p>	<p>Report must include:</p> <ul style="list-style-type: none"> • the status of air quality in Central Texas during the previous calendar year's Ozone Season • the results of education and outreach activities during the previous calendar year (to include: number, dates, and names of events CAF participated in and number of citizens reached at public outreach events) • the status of CAF programs during the previous calendar year (to include: number of school buses retrofitted/replaced, number of mowers/blowers purchased by citizens, number of Clean Air Partners and number of ozone alert subscribers) • CAF's income and expenditures during the previous calendar year