



## Item 17

# Travis County Commissioners Court Agenda Request

**Meeting Date:** February 12, 2013

**Prepared By:** Adele Noel **Phone #:** 854 7211

**Division Director/Manager:** Jon White - NREQ

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on the following:

- 1) The use of FY2013 Local Initiative Projects (LIP) program grant funds to provide continued support for the Downtown Austin Transportation Management Association (DATMA); and
- 2) To approve Amendment One to the Agreement Between DATMA and Travis County.

### **BACKGROUND/SUMMARY OF REQUEST:**

The LIP grant program is intended to fund projects that improve air quality in Texas counties that participate in the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).

The current request is that Travis County's FY2013 LIP grant allotment of \$19,011 be passed-through to the DATMA of Austin to provide continued support for the development and implementation of strategies to address traffic congestion and mobility issues in downtown Austin.

Transportation management associations are an established, acceptable use for LIP funds. In FY2010, Travis County Commissioners Court approved \$37,000 of the LIP funds for DATMA. The Court approved an additional \$22,224 in LIP funds for DATMA in FY2011. On February 21, 2012, Court approved allocating an additional of \$19,011 for the DATMA. In each of these years, the Texas Commission on Environmental Quality (TCEQ) approved the use of LIP funds for the DATMA project and transferred funds to Travis County for that purpose. In FY12, Travis County Commissioners Court entered into a contract with the DATMA that specifies the responsibility of the grant sub-recipient before receiving the LIP funds. To date, Travis County has been invoiced and paid \$37,000 to the DATMA.

Funding will support the DATMA's efforts on "transportation management" strategies that will enable and encourage people to make commuting choices other than driving to work alone. Such strategies include a wide array of programs and policies designed to maximize the efficient utilization of existing transportation investments.

If the proposed pass-through of funds is recommended by the Commissioners Court, (See Exhibit 1) TCEQ must approve the attached Project Summary which adds the supplementary funds to the existing project.

The attached agreement to be executed between Travis County and DATMA includes language that specifies the responsibilities of the grant sub-recipient before receiving the LIP funds.

**STAFF RECOMMENDATIONS:**

TNR recommends approval.

**ISSUES AND OPPORTUNITIES:**

In 2007, the 80th Texas Legislature, passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 to add Section 382.220 titled, Use of Funding for Local Initiative Projects. This section authorizes the spending of accumulated funds on clean air projects proposed by counties that participate in LIRAP.

The current National Ambient Air Quality Standard (NAAQS) for ozone is 75 parts per billion. Addressing the quality of emissions from vehicles is one of the primary strategies for addressing ozone in Travis County, considering that 66% of nitrogen oxides (precursors to ozone formation) result from on-road mobile sources like passenger vehicles.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There will be no impact on Travis County's budget. Travis County's contribution will be state funds from the LIP grant that Travis County would pass-through to DATMA.

**ATTACHMENTS/EXHIBITS:**

- Exhibit 1 - TCEQ Project Summary Form
- Exhibit 2 - Contract Modification with DATMA

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**

Jon White	Division Director-NREQ	TNR	854-7212
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Carol Joseph	Assistant Director	TNR	854-9383
Tom Weber	Env. Prog. Mgr	TNR	854-4692
Michele Gable	Financial Auditor	Auditor	854-5883
Julie Joe	Attorney	County Attorney's Office	854-9415
Adele Noel	Air Quality Prj. Mgr.	TNR	854-7211

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**0801 - NREQ -**

**AMENDMENT ONE TO  
AGREEMENT BETWEEN DOWNTOWN AUSTIN TRANSPORTATION  
MANAGEMENT ASSOCIATION AND TRAVIS COUNTY**

1. This Amendment (“Amendment”) is entered into between the Downtown Austin Transportation Management Association, a non-profit corporation (“DATMA” or the “Association”) and Travis County, Texas, a political subdivision of the State of Texas (the “County”), together, the “Parties.
2. The Parties entered into a contract in December 2011 for DATMA to develop and implement air control strategies such as transportation demand management in the downtown Austin area (“the Agreement).
3. The Parties agree to amend the Agreement as follows:
  - A. *Section 1, Section 2, and Section 3.A. are deleted and are replaced with the following:*

**SECTION 1. OBLIGATIONS OF DATMA**

- A. By December 31, 2011, DATMA must perform each of the activities and produce each of the deliverables listed in Attachment A (FY 2011 Scope of Services).
- B. By December 31, 2013, DATMA must perform each of the activities and produce each of the deliverables listed in Attachment B (FY 2012 and FY 2013 Scope of Services).
- C. By August 31, 2014 DATMA must perform each of the activities and produce each of the deliverables listed in Attachment C (FY 2014 Scope of Services).
- D. DATMA will develop annual budget and quarterly reporting of actual revenues that document reasonable efforts to leverage Travis County funding for the activities listed in Attachment A, Attachment B, and Attachment C.
- E. If by December 31, 2011, DATMA has not been able to secure sufficient funding to complete the activities and produce the deliverables listed in Attachment A, this Agreement will terminate.
- F. In addition to other information that DATMA must provide under this Section 1, DATMA must also provide to the County a written report:
  - (1) on January 31, 2013 regarding how DATMA expended any County funding from December 2011 to December 31, 2012 and the activities listed in Attachment A that DATMA accomplished during that same time period;

- (2) on January 31, 2014 regarding how DATMA expended any County funding from January 1, 2013 to December 31, 2013 and the activities listed in Attachment B that DATMA accomplished during that same time period;
  - (3) on August 31, 2014 regarding how DATMA expended any County funding from January 1, 2014 to August 31, 2014 and the activities listed in Attachment C that DATMA accomplished during that same time period;
- G. If DATMA fails to meet its obligations under this Agreement, DATMA must return to the County, by August 31, 2014, the entire amount of all funds received from the County. This provision will survive the termination of this Agreement.
- H. As a sub-recipient of LIP Grant funding, DATMA agrees to comply with all LIP Grant requirements and conditions, including the terms and conditions set forth in TCEQ Contract Number 582-8-89964. DATMA further acknowledges that it is prohibited from expending any LIP grant funding from the County for any of the following purposes:
- (1) call center management;
  - (2) application oversight;
  - (3) invoice analysis;
  - (4) education;
  - (5) outreach;
  - (6) advertising; or
  - (7) local government fleet or vehicle acquisition or replacement.

## **SECTION 2. OBLIGATIONS OF THE COUNTY**

- A. Within 30 days after DATMA provides to the County a correct and complete invoice as set forth below in Paragraph J of Section 5 and written documentation that DATMA has satisfactorily performed each of the activities and produced each of the deliverables listed in Attachment A (FY 2011 Scope of Services), the County will reimburse DATMA an amount not to exceed the \$37,000.00. Despite the foregoing, no payment will be made by the County pursuant to this Section 2.A. unless DATMA performs each of the activities and produces each of the deliverables listed in Attachment A (FY 2011 Scope of Services) by December 31, 2011.
- B. Within 30 days after DATMA provides to the County a correct and complete invoice as set forth below in Paragraph J of Section 5 and written documentation to the County that DATMA has satisfactorily performed each of the activities and produced each of the deliverables listed in Attachment B (FY 2012 and FY 2013 Scope of Services), the County will reimburse DATMA an amount not to exceed \$41,223.60. This amount will not be exceeded without the further approval of the Travis County Commissioners Court. Despite the foregoing, no payment will be made by the County pursuant to this Section 2.B. unless DATMA performs each

of the activities and produces each of the deliverables listed in Attachment B (FY 2012 and FY 2013 Scope of Services) by December 31, 2013.

- C. Within 30 days after DATMA provides to the County a correct and complete invoice as set forth below in Paragraph J of Section 5 and written documentation to the County that DATMA has satisfactorily performed each of the activities and produced each of the deliverables listed in Attachment C (FY 2014 Scope of Services), the County will reimburse DATMA an amount not to exceed \$19,011.00. This amount will not be exceeded without the further approval of the Travis County Commissioners Court. Despite the foregoing, no payment will be made by the County pursuant to this Section 2.C. unless DATMA performs each of the activities and produces each of the deliverables listed in Attachment C (FY 2014 Scope of Services) by August 31, 2014.

### **SECTION 3. TERMS AND TERMINATION**

- A. This Agreement becomes effective from when it has been executed by the Parties and will remain in full force and effect until August 31, 2014 unless previously terminated pursuant to Section 3.B. or Section 4.B of this Agreement. 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. Attachment C, the FY 2014 Scope of Services, is attached hereto and incorporated into the Agreement for all purposes*

4. Except as otherwise set forth in this Amendment, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors and assigns.
5. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in multiple copies, each of equal dignity, and the Amendment will be effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY,  
TEXAS

DOWNTOWN AUSTIN  
TRANSPORTATION MANAGEMENT  
ASSOCIATION

By \_\_\_\_\_

By \_\_\_\_\_

Samuel T. Biscoe  
County Judge

Glenn Gadbois  
Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT C FY 2014 SCOPE OF SERVICES

For the period September 1, 2013 to August 31, 2014, the Downtown Austin Transportation Management Association will continue working to fulfill its mission of establishing programs to increase the use of transportation options for downtown Austin employers, employees, and visitors other than single-occupant vehicles. DATMA will continue to conduct planning to determine the most effective strategies to achieve its mission.

Based on this planning, DATMA's FY 2014 Scope of Services set forth below may be amended by written agreement between DATMA and Travis County. The FY 2014 Scope of Services will continue to focus on the following on-going goals and strategies of the program, and will define deliverables as well as performance measures related to key outcomes such as air quality impacts, levels of participation in programs, levels of travel mode shifts, etc.

1. **Goal A** – Continue to find ways to improve accessibility and mobility of employees, residents and visitors (collectively “Riders”) to, within, and from the central Texas (Austin) area by researching and analyzing the current travel behaviors and challenges for Riders. This research will be provided to transportation agencies to help them maximize the efficiency and usability of current services and programs and perhaps initiate new programs or services to improve accessibility and mobility within the area.
  - a. DATMA will continue to work with area employers and property managers to:
    - i. Initiate a supported employee transportation coordinator program for worksites by prioritizing companies with over 50 employees;
    - ii. Inventory current employee travel splits and needs;
    - iii. Identify opportunities for preferential parking for carpools and vanpools;
    - iv. Promote the use of pre-tax transportation accounts to subsidize travel by alternate modes;
    - v. Work with area employers to develop a plan to promote alternative work arrangements such as flex-time and telecommuting that promote the use of alternative transportation choices a few days a week;
    - vi. Coordinate and facilitate building based parking management activities such as parking cash out and space brokerage.
    - vii. Research and analyze employer interviews and employee surveys to:
      - Gain a better understanding of employer and employee’s transportation priorities and what they are willing to do to change travel behaviors
      - Identify key triggers, abilities, and motivators that would allow employees to change their “drive-alone” habits



- Provide feedback to employers and suggest at least two ways that each employer can address employee challenges and/or make it more attractive for employees to choose commute options other than driving in single-occupancy vehicles
  - b. DATMA will continue to work with Capital Metro to:
    - i. Further develop and promote vanpool services; and
    - ii. Improve local and regional bus services, e.g., explore new local and regional services to complement the Red Line and provide a “Last Mile” connection (i.e. downtown transit circulator service).
  - c. DATMA will continue to work with stakeholders to:
    - i. Inventory and identify bus stop enhancements; and
    - ii. Develop partnerships that re-introduce downtown circulator services or other key mobility services/programs.
  - d. DATMA will continue to gather information on:
    1. The number of downtown employees per website
    2. The number of downtown employees using alternate transportation modes
    3. The number of downtown commuters who drive single-occupancy vehicles during rush hours
  - e. DATMA will conduct a biennial survey to determine what other transportation challenges people face when they travel downtown
- 2. Goal B** – Continue to improve the public’s knowledge and awareness of mobility programs and services available for travel within Austin. DATMA will continue to provide information regarding the range of transportation options available including providing individualized travel options to match employee needs with residential interests and needs with specific information, incentive programs, and supportive training.
- a. DATMA will continue working on an area-wide marketing program for stakeholder groups (employers, employees, residents, developers, visitors and institutions) within the DATMA service area. The marketing materials will include:
    - i. Alternative transportation mode information as well information regarding changes to the infrastructure;
    - ii. Information that addresses the desire for transportation flexibility and as well as the fear of being without a car; and
    - iii. Information on the community benefits of using alternative transportation modes.
  - b. DATMA will continue to maintain and develop a website marketing strategy and print materials that provide:
    - i. Travel information tools;

- ii. Educational materials; and
  - iii. Transportation-specific updates for all stakeholders.
- c. DATMA will have in place an employer/employee focused marketing campaign to educate and promote employer based transportation demand management (“TDM”) strategies. The marketing campaign will include, but not be limited to the following:
- i. Carpool parking, parking cash out, and transit pass programs;
  - ii. Employee/commuter rewards and incentives, alternative work arrangements (e.g. telecommuting, flex-time, and compressed work schedules);
  - iii. Working with area employers to promote and populate existing rideshare databases;
  - iv. Continuing to developing and distributing downtown mobility maps that include the locations of car share programs, bus stops, public bike racks, bike and pedestrian trails, and public parking garages with surface, on-street, and after-hours parking;
  - v. Continuing to develop “new employee” information packets, hosting new employee orientations for area businesses and partners, ensuring that all new employees are aware of transportation alternatives, information sources and how to reach the DATMA;
  - vi. Partnering with property managers and hospitality management organizations to educate employees working with the public about downtown transportation options;
  - vii. Promoting the use of car-share services for mid-day trips requiring cars; and
  - viii. Developing partnership with area employers to promote and populate the existing Guaranteed Ride Home program database.
3. **Goal C** – Continuing to work on maximizing existing and future transportation investments for travel within Austin. DATMA will continue to promote investments by its members and other agencies providing services to maximize demand management outcomes for downtown Austin. To achieve Goal C DATMA will:
- a. Provide a conduit for accessing regional services such as bus passes, the Guaranteed Ride Home program, ride-matching services and vanpool formation;
  - b. Seek opportunities to subsidize vanpool and transit while marketing such opportunities;
  - c. Develop “pre-trip” travel-planning information resources (access guides, website, etc.) with comprehensive information on all travel choices and support programs to ensure widespread availability and distribution;

- d. Communicate transportation needs and ideas to accelerate projects based upon expected build-out timeframe;
- e. Explore transit-supportive transportation and land use opportunities to maximize the future success of additional transit investments in the area;
- f. Provide a point-of-presence for sale of bus passes and other transaction-related needs;
- g. Seek partnerships for demonstration projects that maximize existing or future investments;
- h. Explore opportunities to broker parking spaces for downtown garage and lot owners in order to address the poor perception of parking availability;
- i. Monitor agency transportation plans and projects needed for downtown mobility to inform members and provide public comment;
- j. Continue to work with regional transportation agencies and elected officials to problem-solve challenges facing commuters; and
- k. Continue to work with organizers of major events in the downtown area to help them improve their impacts on commuters and improve attendee access to their events by using alternative travel options.