



Travis County Commissioners Court Agenda Request

Meeting Date: December 17, 2013

Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. 4400001712 with The Capital Area Metropolitan Planning Organization (CAMPO) to provide coordination of transportation infrastructure activities for Travis County, (STP-MM Programs).

- **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.

The Governor of the State of Texas has designated the Capital Area Metropolitan Planning Organization (CAMPO) as the regional agency charged with coordinating transportation infrastructure in the five-county Austin-Round Rock-San Marcos Metropolitan Statistical Area. CAMPO is dependent upon financial participation from local governments and transportation providers to augment the federal funds it receives.

This agreement, in the amount of \$3,600.00, is for the support of the provision of programs and projects supporting air quality in Central Texas, implementing the region's long-range transportation plan and other programs benefiting residents of Travis County and Central Texas.

- **Contract Expenditures:** Within the last 12 months \$8,200.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: \$3,600.00

Contract Type: Interlocal Agreement

Contract Period: 12-17-13 to 01-31-14

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

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): Funds Reservation No. 300000875

Comments:

**INTERLOCAL AGREEMENT BETWEEN
THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
AND TRAVIS COUNTY
FOR
LOCAL MATCH FUNDING FY 2013 SURFACE TRANSPORTATION PROGRAM—
METROPOLITAN MOBILITY (“STP-MM”) PROGRAMS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the Capital Area Metropolitan Planning Organization (“CAMPO”) and Travis County (the “County”), together, the “Parties.”

RECITALS

1. The Governor of the State of Texas has designated CAMPO, acting through its Transportation Policy Board, to be the metropolitan planning organization for the Austin urbanized area(s).
2. Each year, CAMPO, as the regional agency charged with coordinating transportation infrastructure in the five-county Austin-Round Rock-San Marcos Metropolitan Statistical Area in Central Texas (the “Central Texas Region”), depends on financial participation from local governments and transportation providers to augment the federal funds it receives.
3. CAMPO’s numerous programs and projects, including preparing for non-attainment designation for air quality, implementing the Central Texas region’s long-range transportation plan, continuing to improve the region’s travel demand model to help justify requests for discretionary highway and transit funds, and coordinating the region’s Commute Solutions program (together, the “CAMPO Programs”), help the Central Texas Region comply with federal and state requirements for receiving federal transportation and air quality funds and help maintain the economic vitality and competitiveness of the region;
4. CAMPO and the County are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.
5. In 2009, the CAMPO Transportation Policy Board commissioned a study by the Texas Transportation Institute (“TTI”) to investigate how other metropolitan planning organizations (“MPOs”) were funded and what methods those MPOs used to solicit local contributions.
6. TTI’s findings were that the majority of the MPOs used population as the basis for their requests.

7. On August 1, 2012, CAMPO requested from the County \$3,600 for FY 2013, based on the number of residents in the unincorporated area of the County from the 2010 census.
8. On September 25, 2012, the Travis County Commissioners Court approved the County's Fiscal Year 2013 Budget, and the budget includes local match funding for CAMPO.

CAMPO and the County agree as follows:

SECTION 1. OBLIGATIONS OF CAMPO

- A. CAMPO must provide the services listed in Attachment A – Scope of Services by January 15, 2014.
- B. CAMPO may retain and manage staff members or consultants to implement the services listed in Attachment A.
- C. Notwithstanding any provision to the contrary, this Section 1.C. will survive the termination of this Agreement. Within five business days after CAMPO releases the following information to a governmental entity, and no later than January 15, 2014, CAMPO must provide to the County:
 1. A report that details how CAMPO used the local match funds contributed by its jurisdictions;
 2. A copy of the amendments to the 2035 Regional Transportation Plan;
 3. A copy of the 2013-2016 Transportation Improvement Program with associated amendments;
 4. A copy of the Commute Solutions Annual Report; and
 5. A copy of the Executive Summary of the 2012 Roadway Congestion Analysis: Performance Report and Information System, which summarizes the data collected, system performance and possible implementation strategies.
 6. A copy of CAMPO's FY 2013 Annual Report, which is an executive level report of the work CAMPO accomplished in the various program areas undertaken by CAMPO for FY2013, including overall budget information;
 7. A copy of CAMPO's Annual Performance Expenditure Report, which is a report that includes a summary of tasks CAMPO performed during the fiscal year, the amount of funding budgeted for each task, and the amount of funding expended for task;
 8. A copy of CAMPO's Federal Funds Obligation Report, which report must comply with 23 C.F.R. § 450.332; and
 9. A report regarding the specific improvements CAMPO made to the travel demand model during fiscal year 2013.

- D. Notwithstanding any provision to the contrary, this Section 1.D. will survive the termination of this Agreement. CAMPO must provide the County any requested supporting documentation relating to the reports listed in Section 1.C. within five business days after receiving a request from the County.
- E. Within 5 days after executing this Agreement, CAMPO must provide the County a copy of the 2035 Regional Transportation Plan and any current amendments. CAMPO must provide copies of newly adopted amendments to the County within five days after they are adopted by CAMPO.
- F. CAMPO agrees to indemnify the County for any amounts to which the County may become liable because of the action or omission of CAMPO employees or its consultants arising out of or in connection with the performance of this Agreement. Notwithstanding any provision to the contrary, this provision will survive the termination of this Agreement.

SECTION 2. OBLIGATIONS OF THE COUNTY

- A. The County will provide CAMPO an amount not to exceed \$3,600 (the "County's Contribution") by check or warrant within 30 days after CAMPO:
 - 1. Submits a correct and complete invoice to the following address:

Travis County Transportation and Natural Resources Department
P. O. Box 1748
Austin, Texas 78767

and
 - 2. Performs each of the activities and produces each of the deliverables listed in Attachment A (Scope of Services) and in Section 1.C. to the satisfaction of the County by January 15, 2014.
- B. In order to be considered "correct and complete," an invoice must include at least the following information:
 - 1. Name, address, and telephone number of CAMPO and similar information in the event payment is to be made to a different address,
 - 2. the name of this Agreement,
 - 3. Identification of items or services as outlined in the Agreement, and
 - 4. Any additional payment information which may be called for by this Agreement.

SECTION 3. TERMS AND TERMINATION

- A. This Agreement becomes effective from and after the date of execution by all parties and will expire January 31, 2014 unless previously terminated pursuant to Section 3.B. to this Agreement.
- 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 4. RESTRICTION ON LOBBYING

In accordance with 31 U.S.C. Section 1352, CAMPO hereby certifies that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, grant, loan, or cooperative agreement, CAMPO must complete and submit standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. CAMPO must require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors must certify and disclose accordingly. CAMPO and its subcontractors must require that the language of this certification be included in any subcontract exceeding \$100,000 by any tier in that any such subcontractor must certify and disclose accordingly.

SECTION 5. INSPECTION OF WORK AND RETENTION OF DOCUMENTS

- A. When federal funds are involved, the Parties must grant the U. S. Department of Transportation, the Texas Department of Transportation, and any authorized representative thereof, the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.
- B. All records or materials required by or produced under this Agreement, including records produced by any subcontractor to CAMPO, must be maintained for at

least three years after CAMPO completes performance under this Agreement or the termination or expiration of this Agreement.

SECTION 6. PROCUREMENT

In accordance with the Interlocal Cooperation Act, the Parties agree to conduct all procurements and award all contracts necessary to this Agreement in accordance with all applicable federal and state laws and regulations, including any applicable Federal Transit Administration Circulars 4220.1D, if federal funds are used to execute procurement and award of services.

SECTION 7. 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. **Indemnity.** To the fullest extent allowable by law, CAMPO 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 CAMPO, its officers, agents, or employees under this Agreement.
- D. **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.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the County and CAMPO. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

- F. **Notice.** Notices to either party 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 (3) 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:

Ms. Cyd Grimes, C.P.M., CPPO (or successor)
 Travis County Purchasing Agent
 P.O. Box 1748
 Austin, Texas 78767

The addresses for CAMPO for all notices hereunder are:

Hand delivery:
 Maureen McCoy, Director
 CAMPO
 505 Barton Springs Road, Suite 700
 Austin, Texas 78704

Mailing Address:
 Maureen McCoy, Director
 CAMPO
 P.O. Box 1088
 Austin, Texas 78767 – 1088

G. **Maintenance and Right of Access to Records.**

1. CAMPO 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. CAMPO agrees that the COUNTY and its duly authorized representatives are entitled to have access to any and all books, documents, papers, and records of CAMPO 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 CAMPO and/or the County, must be maintained for at least three years after CAMPO and/or the County complete payment and performance under this Agreement or the termination or expiration of this Agreement, whichever date is later.
- H. **Taxpayer Identification.** CAMPO 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.
- I. **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.
- J. **Third Party Rights Not Created.** This Agreement is not intended to and must not be construed to create any rights or remedies in any person or legal entity that is not a party to it.
- K. **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 CAMPO 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.
- L. "FY" refers to fiscal year. The County's fiscal year begins on October 1 and ends on September 30 of the following year.
- M. Each of the signatories to this Agreement represents and warrants that he is duly authorized to sign this in the capacity indicated.

- N. **Current Funds.** As required by the Interlocal Cooperation Act, the party or parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying party.
- O. **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.

WHEREFORE, premises considered, this Interlocal Agreement is executed to be effective the date of the last party to sign.

TRAVIS COUNTY

_____ Date: _____
Samuel T. Biscoe
County Judge

CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION

Maureen McCoy Date: 11/18/13
Maureen McCoy
CAMPO Director

ATTACHMENT A SCOPE OF SERVICES

CAMPO agrees to perform the following services:

1. Receive, recommend, and adopt amendments to the CAMPO 2035 Regional Transportation Plan;
2. Receive, recommend, adopt and process amendments to the 2013-2016 Transportation Improvement Program;
3. Provide programming needed to effectively update and improve the travel demand model to include four periods to help evaluate and justify requests for discretionary highway and transit funds sought by jurisdictions;
4. Continue to foster a Commute Solutions program that helps to reduce the use of single occupant vehicles and prepare an annual report for Commute Solutions;
5. Enhance the Congestion Management Process and prepare the Executive Summary of the 2012 Roadway Congestion Analysis: Performance Report and Information System;
6. Develop a FY 2013 Annual Report
7. Prepare an Annual Performance Expenditure Report
8. Prepare a Federal Funds Obligation Report



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

700 Lavaca, 5th Floor
Travis County Administration Building
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

October 30, 2013

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Steven M. Manilla*
Steven M. Manilla, P.E., County Executive
SUBJECT: Interlocal Agreement
Surface Transportation Program—Metropolitan Mobility (STP-MM)

TNR requests that Travis County enter into an interlocal agreement with The Capital Area Metropolitan Planning Organization (CAMPO) for local match funding for FY2013 for the STP-MM programs.

Attached is the draft of the 2013 Interlocal Agreement as prepared by the County Attorney's Office. The total amount of match funding to be contributed by Travis County for fiscal year 2013 is \$3,600. This amount has been reserved on Funds Reservation Number 300000875.

If you should have any questions or need further information, please call Christina Jensen at (512) 854-7670.

[Signature]
CJ:SMM:cj