



Work Session of the Transportation Policy Board

Monday, June 8, 2009, 4:00 p.m.

Room 2.102, Joe C. Thompson Center, University of Texas Campus
Dean Keeton (26th Street) and Red River Streets, Austin, Texas

Persons with disabilities who plan to attend the meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers of large print or Braille, or who may need a translator for the Spanish language are requested to contact Mr. Zamorano at least two working days prior to the meeting so that appropriate arrangements can be made.

1. Discussion of options for distributing the \$29.1 million of American Recovery and Reinvestment Act funds sub-allocated to CAMPO for the CAMPO region.
2. Adjourn



Transportation Policy Board Meeting

Monday, June 8, 2009, 5:00 p.m.

Room 2.102, Joe C. Thompson Center, University of Texas Campus
Dean Keeton (26th Street) and Red River Streets, Austin, Texas

Presenters with audiovisual needs are requested to contact Art Zamorano at 512.974.2275 at least two working days prior to the meeting so that appropriate arrangements can be made. Persons with disabilities who plan to attend the meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers of large print or Braille, or who may need a translator for the Spanish language are requested to contact Mr. Zamorano at least two working days prior to the meeting so that appropriate arrangements can be made.

PRESENTATIONS AND REPORTS (No citizen comments will be taken on these items)

1. Executive Director's Report - The Executive Director will update the Transportation Policy Board on the following:
 - a. Presentation on the draft Unified Planning Work Program for FY 2010
 - b. Acceptance of the invitations made to Bastrop and Caldwell Counties to join CAMPO
2. Chairman's Report
 - a. Legislative update
3. Presentation of recommendations by SH 45(SW) Committee and discussion of next steps

6:00 CITIZEN COMMENTS

4. **Comments will be limited to items not on the agenda.** Up to ten individuals may sign up to speak -- each of whom must contact the CAMPO office by 4:30 p.m. on Monday, June 8th.

ACTION ITEMS (Comments from citizens will be taken on the following items except Item 10 since a Public Hearing has been conducted on the item)

5. [Consider approving summary minutes from the May 11th Transportation Policy Board meeting](#)
6. [Consider authorizing the Executive Director to negotiate and enter into an Interlocal Agreement with the Texas Transportation Institute for Forecasting Bicycle and Pedestrian Usage and Researching Data Collection Equipment](#)
7. [Consider authorizing the Executive Director to negotiate and enter into an Interlocal Agreement with the Texas Transportation Institute for assistance with Air Quality Emissions Analyses](#)

8. [Consider authorizing the Executive Director to negotiate and enter into a sole source contract with the Eastern Research Group for Refinements to the Greenhouse Gas Analysis](#)
9. [Consider authorizing the Executive Director to negotiate and enter into an Interlocal Agreement with the Alamo Area Council of Governments \(AACOG\) to add AACOG funding to the CAMPO air quality outreach contract and provide outreach services to the AACOG area](#)
10. [Consider approval of a resolution approving American Recovery and Reinvestment Act projects and amending them into CAMPO's FYs 2008 - 2011 Transportation Improvement Program](#)
11. Adjourn



Transportation Policy Board – May 2009

(Executive Committee in Grey Shading)

	Name	Representing	Address	Assistant	Voice	Fax
1	Kirk Watson, Chair	State Senator	PO Box 12068 Austin 78711	Sandy Hentges	463-0114	463-5949
2	Cynthia Long Vice-Chair	Williamson County Commissioner Pct. 2	350 Discovery Blvd., Ste. 201 Cedar Park, Texas 78613	Kathy Grimes	260-4280	260-4284
3	Diana Maldonado	State Representatives, Williamson Co.	PO Box 2910 Austin 78768	Tommy Tynes	463-0670	463-1469
4	Eddie Rodriguez	State Representatives, Travis Co.	PO Box 2910, Austin, 78768	Nate Walker	463-0674	463-5896
5	Sam Biscoe	Travis County Judge	PO Box 1748 Austin 78767	Cheryl Brown / Melissa Velasquez	854-9555 854-953	5
6	Sarah Eckhardt	Travis County Commissioner Pct. 2	PO Box 1748 Austin, 78767	Peter Einhorn	854-9222	854-6446
7	Karen Huber	Travis County Commissioner Pct. 3	PO Box 1748 Austin 78767	Michael Nalick	854-9333	854-9376
8	Liz Sumter	Hays County Judge	111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666	Jimmie Robinson	393-2205	393-2282
9	Will Wynn	City of Austin – Mayor	PO Box 1088 Austin 78767	Rich Bailey	974-2250	974-2337
10	Brewster McCracken	City of Austin – Mayor Pro Tem	PO Box 1088 Austin 78767	Rachel Proctor May	974-2256	974-1884
11	Lee Leffingwell	City of Austin – Mayor Elect	PO Box 1088 Austin 78767	Larry Schooler / Nancy Williams	974-2260 974-321	2
12	Sheryl Cole	City of Austin – Council Member Pl. 6	PO Box 1088 Austin 78767	Stephanie McDonald	974-2266	974-1890
13	Joe Clifford	City of Round Rock – Mayor Pro-Tem	221 East Main Street, Round Rock 78664	Jill Goodman	218-5401	218-7097
14	Bob Lemon	City of Cedar Park - Mayor	600 North Bell Blvd., Cedar Park, 78613	Penny Ewell	401-5010	250-8602
15	Susan Narvaiz	City of San Marcos – Mayor	630 E. Hopkins, San Marcos, 78666	Sherry Mashburn	393-8090	396-1576
16	Jeff Mills	Travis County – Small Cities City of Sunset Valley Mayor	3205 Jones Road, Sunset Valley, 78745	Patricia Kabel	892-1383	892-6108
17	George Garver	Williamson County – Small Cities City of Georgetown, Mayor	PO Box 409 Georgetown, Tx. 78627-0409	Jessica Hamilton	930-3651	930-3659
18	Miguel Gonzalez	Hays County – Small Cities City of Kyle, Mayor	PO Box 40 Kyle, Texas 78640	Grace Nino	512-262-3920	512-262-3800
19	John Treviño	Capital Metro Board Member	2200 Comal Street Austin 78701	Andrea Lofye	471-4266	471-2689
20	Robert Stuard	TxDOT – Capital Area Austin District	PO Box 15426 Austin 78761	Ed Collins	832-7022	832-7149

Summary Minutes of the
 Capital Area Metropolitan Planning Organization's Transportation Policy Board Meeting
 Monday, May 11, 2009, 6:00 p.m.
 Joe C Thompson Conference Center, University of Texas Campus
 Dean Keeton (26th Street) and Red River Streets, Austin, TX

	Member	Representing	Attending/Alternate
1	Kirk Watson, Chair	Senator, District 14	
2	Cynthia Long, Vice-Chair	Williamson County Commissioner	X
3	Jeff Mills	Mayor, City of Sunset Valley	X
4	Miguel Gonzalez	Mayor, City of Kyle	X
5	Diana Maldonado	Representative, District 52	
6	Eddie Rodriguez	Representative, District 51	
7	Sam Biscoe	Travis County Judge	X*
8	Sarah Eckhardt	Travis County Commissioner	X*
9	Karen Huber	Travis County Commissioner	X
10	Liz Sumter	Hays County Judge	X
11	George Garver	Mayor, City of Georgetown	
12	Will Wynn	Mayor, City of Austin	X
13	Lee Leffingwell	Council Member, City of Austin	
14	Brewster McCracken	Mayor Pro Tem, City of Austin	
15	Sheryl Cole	Council Member, City of Austin	X
16	Joe Clifford	Mayor Pro Tem, City of Round Rock	X
17	Bob Lemon	Mayor, City of Cedar Park	Stephen Thomas
18	Susan Narvaiz	Mayor, City of San Marcos	
19	John Treviño	Capital Metro Board Member	X*
20	Mr. Daigh	TxDOT- Austin District	Robert Stuard

*Indicates members who arrived late, left early, or stepped away from the dais during the meeting. See minutes for more details.

Commissioner Long called the meeting to order at 6:05 pm, indicated that a quorum was present. **Present:** Commissioner Long, Mayor Mills, Mayor Garver, Mayor Gonzalez, Commissioner Huber, Judge Sumter, Mayor Wynn, Council Member Cole, Mayor Pro Tem Clifford, Mayor Pro Tem Stephen Thomas, Mayor Pro Tem Treviño, Mr. Robert Stuard

Absent: Senator Watson, Representative Maldonado, Representative Rodriguez, Judge Biscoe, Commissioner Eckhardt, , Council Member Leffingwell, Mayor Pro Tem McCracken, Mayor Narvaiz

1. Citizen Comments

Morris Priest: Mr. Priest spoke in favor of improving pedestrian facilities, local traffic control, and signal synchronization. Mr. Priest spoke in opposition to expansion of US 290E, stating that the facility was overbuilt.

Roger Baker: Mr. Baker noted an historic paradigm shift towards greener, compact growth, cutting back on suburban development, and a change in policies to reflect shrinking growth trends. He indicated that he felt that CAMPO was not recognizing the new paradigm and that CAMPO needed to change its policies and revise its model to reflect the paradigm shift. He recommended cautious use of funds and funding of transit and road maintenance.

Judge Biscoe arrived at 6:09 p.m.

2. Potential American Recovery and Reinvestment Act amendments to CAMPO's FYs 2008 - 2011 Transportation Improvement Program

Commissioner Long asked Mr. Cantalupo to introduce the item. Mr. Cantalupo described the process for selection of projects by CAMPO under the American Recovery and Reinvestment Act, noting that the Board would be asked for a decision in June.

Commissioner Eckhardt arrived at 6:15 p.m.

Bruce Byron: Mr. Byron spoke in favor of the HERO roadside assistance program, noting the nominal cost for immediate positive impact in terms of congestion relief and safety improvements.

David Simons: Mr. Simons requested funding of the Manor Sidewalk Improvement Program. Mr. Simons indicated that the project has environmental clearance and that project letting is possible by the end of July. Mr. Simons indicated that the project would link the local high school, business district, City Hall, and other locations, enhance downtown Manor and support a planned Capital Metro Park and Ride.

Brian Gruetzner: Lt. Gruetzner spoke in favor of funding of the HERO and TIMS projects. Lt. Gruetzner indicated that TIMS has a positive congestion and safety effects by speeding up response times, and also helps to put additional officers on the street by covering the cost of highway enforcement.

Commissioner Eckhardt asked if CTRMA was the sponsor of the HERO and TIMS projects. Mr. Cantalupo replied that they would serve in that role to allow funding of the projects.

Commissioner Jeff Barton: Commissioner Barton spoke in favor of Cement Plant Road, noting that he was speaking on behalf of several others who he asked to stand up in the audience to be acknowledged. Commissioner Barton indicated that the project is a priority for both the City of Buda and the Hays County Commissioners Court, provides a regional improvement, supports economic development, and helps to remove truck traffic from IH 35 frontage roads.

Steve Jones: Mr. Jones spoke in favor of a project to add turn lanes and signalization at the intersection of Serene Hills and SH 71. Mr. Jones indicated that TxDOT had reviewed and approved the design of the project, the project improved safety and access to Lakeway and

to a proposed regional medical center, and that the project would provide the marketability of commercial land at the intersection.

Roger Baker: Mr. Baker requested that CAMPO concentrate on projects that serve alternative modes including sidewalk projects, transit projects, and projects serving the central city in order to reduce carbon footprints. He also requested that CAMPO also support safety improvements to the existing system. Mr. Baker stated that peak oil should be considered and that funds should not be spent on toll road projects. Mr. Baker indicated that 183 A was performing below expectations and that extension of 183 A does not serve the region's needs.

Bruce Burton: Mr. Burton spoke in favor of a Title VI Civil Rights complaint that has been filed against the US 290 E toll project, and indicated that the Obama administration had stated that stimulus funding was to be used on existing roads and bridges. Mr. Burton requested that the funding not be used to put tolls on existing roadways.

Mr. Cantalupo indicated that US 290 East was not included on the list of projects being presented to the CAMPO Board for consideration. Commissioner Eckhardt provided clarification that the HERO and TIMS projects would both apply to the corridor.

Tommy Eden: Mr. Eden stated that the ARRA projects as displayed do not follow CAMPO policy requiring description of bicycle and pedestrian facilities. He cited a list of specific projects that needed to show bicycle and pedestrian accommodations under the policy and requested a new list of projects showing the proposed bicycle and pedestrian accommodations.

Jody Carson: Ms. Carson spoke in support of the HERO and TIMS projects, stated that 56% of regional congestion is caused by traffic incidents, and indicated that these projects were a part of strategic traffic management in the region.

Commissioner Long closed the public hearing.

3. Consider approving summary minutes from the April 13th Transportation Policy Board meeting

Commissioner Long requested a motion considering approval of the April 13, 2009 Transportation Policy Board summary minutes.

Judge Sumter made a motion to approve the minutes. Mayor Pro Tem Clifford seconded the motion. Mayor Mills proposed a friendly amendment to strikethrough the following language on page 5 "feels the Joint Powers Agreement is required by state law, and may not be removable" and replace it with "did not know what legal authority allowed for government participation on Board with out an interlocal agreement.". The friendly amendment to the motion was accepted and the minutes were approved unanimously.

Voting Yes: Commissioner Long, Mayor Mills, Mayor Garver, Mayor Gonzalez, Commissioner Huber, Judge Sumter, Mayor Wynn, Council Member Cole, Mayor Pro Tem Clifford, Mayor Pro Tem Stephen Thomas, Mayor Pro Tem Treviño, Mr. Robert Stuard

Absent: Senator Watson, Representative Maldonado, Representative Rodriguez, Judge Biscoe, Commissioner Eckhardt, Council Member Leffingwell, Mayor Pro Tem McCracken, Mayor Narvaiz

4. Consider approving a resolution adopting the CAMPO Donation and Gift Policy

Commissioner Long requested that Mr. Cantalupo describe the recommendation, and Mr. Cantalupo provided a brief overview.

Mayor Pro Tem Treviño left the dais at 6:45 p.m. and returned at 6:48 p.m.

Mr. Cantalupo indicated that CAMPO needed to adopt a policy to clarify receipt of gifts on behalf of CAMPO. Mr. Cantalupo indicated that the policy before the Transportation Policy

Board for consideration had been reviewed by CAMPO's attorney and would authorize CAMPO to receive certain gifts. The policy also included a requirement that all gifts be logged and that the log would be presented to the CAMPO Board.

Judge Biscoe asked if the language defined "CAMPO official" to mean Executive Director or his designee, and asked that this definition be added if it was not already included. Mr. Cantalupo responded that the language as presented covered this definition.

Mayor Mills asked if the log would include the gift's value. Mr. Cantalupo responded that the value of monetary gifts would be described, while the value of non-monetary gifts would not necessarily be described. Mayor Mills asked if a minimum or maximum on gift value was included. Mr. Cantalupo replied that the policy did not specify a minimum or maximum value.

Commissioner Long asked for a motion to approve the resolution.

Judge Biscoe made a motion to approve the resolution adopting the CAMPO Donation and Gift Policy. Council Member Cole seconded the motion. The motion was approved unanimously.
Voting Yes: Commissioner Long, Mayor Mills, Mayor Garver, Mayor Gonzalez, Commissioner Huber, Judge Sumter, Mayor Wynn, Council Member Cole, Mayor Pro Tem Clifford, Mayor Pro Tem Stephen Thomas, Mayor Pro Tem Treviño, Mr. Robert Stuard
Absent: Senator Watson, Representative Maldonado, Representative Rodriguez, Judge Biscoe, Commissioner Eckhardt, Council Member Leffingwell, Mayor Pro Tem McCracken, Mayor Narvaiz

5. Presentation of results of Round 1 Public Involvement for the 2035 Plan

Commissioner Long requested a presentation of the item; Mr. Cantalupo introduced Greg Griffin. Mr. Griffin described the process for public involvement for the update to the region's long range plan as including both traditional meetings and workshops, along with new techniques in social media such as Facebook and YouTube. Mr. Griffin indicated that a survey had been developed in both English and Spanish. The survey was provided on-line and in rural newspapers, which yielded 1,199 responses from around the region. Responses were varied, covered all transportation modes, and generally requested a system to integrate transportation modes, stressing efficiency.

6. Executive Director's Report - The Executive Director will update the Transportation Policy Board on the following:

a. FY 2008 - 2011 Transportation Improvement Program status

Mr. Cantalupo indicated that FHWA and FTA had approved all amendments from the May and October 2008 TIP revision cycles with the exception of three projects: Frate Barker, Creek Bend Blvd and the IH 35 frontage roads between Slaughter Creek and Onion Creek. The Frate Barker and Creek Bend Blvd projects would not be able to be approved for inclusion in the STIP due to a difference in cost between the TIP project and the Long Range Plan. Mr. Cantalupo indicated that inclusion of the project to improve the IH 35 frontage roads between Slaughter Creek and Onion Creek is being withheld from the STIP pending additional discussions with FHWA. Mr. Cantalupo indicated that all other amendments to the CAMPO TIP approved in 2008 have been processed for inclusion in the STIP and that the region is close to being caught up.

Commissioner Huber asked for clarification on whether Frate Barker had been selected for funding under CAMPO's STP-MM call for projects. Mr. Cantalupo indicated that it was, but that the project would be unable to move forward until after the project cost was revised as part of the CAMPO 2035 Plan Update.

b. April 13, 2009 Rescission of Federal-Aid Apportionments

Mr. Cantalupo provided the Board with information about planned Federal rescissions including a current rescission totaling \$270 million dollars from Texas. These rescissions

would come out of statewide planning and research, the Interstate Maintenance Program, and the National Highway System Program. Mr. Cantalupo also informed the Board of an upcoming rescission in Fall that could cost the state \$720 million. Mr. Cantalupo indicated that the current rescission did not directly impact any CAMPO area projects, but that the fall rescission could impact area projects.

c. **Administrative Amendments to the FY 2008 - 2011 Transportation Improvement Program for American Recovery and Reinvestment Act projects**

Mr. Cantalupo indicated that a portion of the American Reinvestment and Recovery Act funding had been allocated directly to the Texas Transportation Commission and Capital Metro for selection of transportation projects. Mr. Cantalupo indicated that the funding coming through the Commission and Capital Metro was on a shorter obligation timeline than the funding coming through CAMPO and that those projects had already been selected. Projects selected by the Commission and Capital Metro for funding were required to be included in the CAMPO TIP. Mr. Cantalupo stated that the projects selected are being processed as administrative amendments to CAMPO's TIP because only minor modifications were required to amend the projects in the TIP.

d. **Local match requests from jurisdictions**

Mr. Cantalupo indicated that CAMPO had made requests to partner agencies to provide local match funding to keep CAMPO operating, and that CAMPO had not yet received the match funding requested. Mr. Cantalupo indicated that CAMPO was working on research into more sustainable options for earning local match funding in the future but in the meantime would be continuing to request voluntary contributions based on population. Commissioner Long asked for clarification on the fiscal year for which match funding was being requested, and Mr. Cantalupo clarified that funding was being requested to match federal funding in FY 2010.

e. **Receipt of gift and/or donation**

Mr. Cantalupo stated that due to a previous development agreement between Travis County, TxDOT, and a property owner relating to development at FM 2244 and Loop 360, a \$300,000 contribution from the private property owner was coming to CAMPO to spend on regional transportation needs. Mr. Cantalupo indicated that because CAMPO was not part of the original agreement, the funding needed to be classified as a gift. Mr. Cantalupo indicated that the Gift Policy approved under item #4 was developed partially in response to this circumstance.

Judge Biscoe asked when the Gift Policy would be effective. Mr. Cantalupo replied that it is assumed effective today, but clarified that the City of Austin would be holding the \$300,000 contribution in trust and could continue to hold it until the Gift Policy took effect. Commissioner Long asked that the record show that the approved Gift Policy was effective immediately.

7. Adjourn

Commissioner Long requested a motion to adjourn.

Mayor Wynn made a motion to adjourn the meeting. Council Member Cole seconded the motion. The motion was approved unanimously.
Voting Yes: Commissioner Long, Mayor Mills, Mayor Gonzalez, Commissioner Huber, Judge Sumter, Mayor Garver, Mayor Wynn, Council Member Cole, Mayor Pro Tem Clifford, Mayor Pro Tem Stephen Thomas, Mayor Pro Tem Treviño, Mr. Robert Stuard
Absent: Senator Watson, Representative Maldonado, Representative Rodriguez, Judge Biscoe, Commissioner Eckhardt, Council Member Leffingwell, Mayor Pro Tem McCracken, Mayor Narvaiz

The meeting was adjourned at 7:10 p.m.



June 1, 2009

Transportation Policy Board

Agenda Item 6

Consider authorizing the Executive Director negotiate and enter into an Interlocal Agreement with the Texas Transportation Institute for Forecasting Bicycle and Pedestrian Usage and Researching Data Collection Equipment

CAMPO proposes to enter into an interlocal agreement with the Texas Transportation Institute (TTI) for up to **\$100,000** to develop a bicycle and pedestrian traffic count and forecasting method. The project is programmed in CAMPO's current Transportation Improvement Program and Unified Planning Work Program.

CAMPO and TTI are partnering to improve the way bicycle and pedestrian infrastructure is planned and use is monitored. The project is funded with regional STP MM dollars with an additional local match by the City of Austin of \$4,500. The partnership will collect bicycle and pedestrian traffic volume counts and forecast how bicycle and pedestrian infrastructure improvements could increase the proportion of people in the region using these modes for transportation. Specifically, TTI will provide the following:

- **Develop a Monitoring Program:** Research existing bicycle and pedestrian traffic monitoring programs and develop a program based on best practices.
- **Collect Bicycle and Pedestrian Traffic Counts:** Identify counting equipment and permanent locations representative of others throughout the region, yielding an electronic database of traffic counts.
- **Forecast Potential Bicycle and Pedestrian Use:** The traffic counts will be used in creating a method to forecast potential traffic with similar geographic attributes using various infrastructure improvements. Trip generation rates will be estimated to develop a latent demand score for various improvements.
- **Integrate the Technique into the CAMPO Planning Process:** Develop recommendations to CAMPO staff for improving the bicycle and pedestrian project selection process, with feedback from the CAMPO Technical Advisory Committee and Bicycle and Pedestrian Subcommittee.
- **Revise the Methods and Train Staff, if Necessary:** Develop a report detailing the methods including feedback, and provide training to staff to perform the data collection and forecasting methods using the equipment.

RECOMMENDATION

The Technical Advisory Committee and the CAMPO staff recommend the Transportation Policy Board authorizes the Executive Director to negotiate and enter into an Interlocal Agreement with TTI for as described in the attachment.

**INTERLOCAL AGREEMENT BETWEEN THE
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
AND THE
TEXAS TRANSPORTATION INSTITUTE**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, a **metropolitan planning organization**, hereinafter referred to as "CAMPO" and the TEXAS TRANSPORTATION INSTITUTE, a **state agency**, hereinafter referred to as "TTI."

WITNESSETH:

WHEREAS, the Governor of the State of Texas has designated CAMPO (formerly the Austin Transportation Study) acting through its Transportation Policy Board to be the Metropolitan Planning Organization (MPO) for the Austin urbanized area(s); and

WHEREAS, CAMPO is the designated lead agency for the region's Metropolitan Planning process;

WHEREAS, Title 23 United States Code §217 authorizes use of federal funding and requires planning for bicycle and pedestrian modes by each metropolitan planning organization and State for transportation purposes;

WHEREAS, the CAMPO Unified Planning Work Program includes need to identify current and future bicycle and pedestrian mode share;

WHEREAS, TTI has significant specialized expertise and on-going research interests relating to bicycle and pedestrian planning in the State of Texas and internationally;

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and promises made by the parties, CAMPO and TTI hereby agree as follows:

I. OBLIGATIONS OF CAMPO

- A. CAMPO shall reimburse TTI an amount not to exceed **\$100,000.00** to cover specialized research described under in Attachment A - Scope of Services. Reimbursement shall be made upon presentation of a detailed monthly invoice to CAMPO outlining each cost along with any technical documents and progress reports.
- B. CAMPO agrees to indemnify TTI for any amounts to which TTI may become liable because of the action or omission of CAMPO employees arising out of, or in connection with the performance of this Agreement.

II. OBLIGATIONS OF TTI

- A. TTI will conduct specialized research and provide deliverables as described in Attachment A - Scope of Services.

- B. TTI, to the extent authorized by the laws and Constitution of the State of Texas and without waiving sovereign immunity, agrees to indemnify CAMPO for any amounts to which CAMPO may become liable because of the action or omission of TTI employees arising out of, or in connection with, the performance of this Agreement.

III. TERM and TERMINATION

- A. This Agreement is effective on the date of the last party to sign and ends **September 30, 2010**, or sooner, by mutual agreement of both parties unless previously terminated pursuant to Section III.B. of this Agreement.
- B. If either party defaults in the performance of any terms or conditions of this Agreement the defaulting party shall have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time then the offended party shall have the right without further notice to terminate this Agreement.
- C. This Agreement may be terminated, in whole or in part, by either party whenever such termination is found to be in the best interest of either party. Either party shall provide written notification to the other party at least thirty (30) days in advance of the effective date of the termination. All notices pursuant to this Agreement shall be deemed given when either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to CAMPO: Joseph Cantalupo, AICP
Executive Director, CAMPO
Post Office Box 1088
Austin, Texas 78767

with a copy to: Greg Griffin, AICP
CAMPO
Post Office Box 1088
Austin, Texas 78767

If to TTI: Janice Konecny
Director of Projects Administration and Operational Analysis
TTI Business Operations
TTI, Texas A&M University System
3135 TAMU
College Station, Texas 77843-3135

with a copy to: Joan Hudson
Assistant Research Engineer
Austin Office
TTI, Texas A&M University System
1106 Clayton Lane, Suite 300E
Austin, TX 78723

IV. RESTRICTION ON LOBBYING

In accordance with 31 USC Section 1352, CAMPO and TTI hereby certify that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO and/or TTI 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 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 and/or TTI shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. CAMPO and/or TTI shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly. CAMPO and/or TTI and its subcontractors shall require that the language of this certification be included in any subcontract exceeding \$100,000 by any tier in that any such subcontractor shall certify and disclose accordingly.

V. INSPECTION OF WORK AND RETENTION OF DOCUMENTS

- A. CAMPO and/or TTI, when federal funds are involved, shall 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 and/or TTI, shall be maintained for at least three (3) years after CAMPO and/or TTI payment under this Agreement or the termination or expiration of this Agreement.

VI. PROCUREMENT

In accordance with the Interlocal Cooperation Act, it is mutually agreed that all parties hereto shall conduct all procurements and award all contracts necessary to this Agreement in accordance with federal and state laws and regulations, including Federal Transit Administration Circular 4220.1D, if federal funds are used to execute procurement and award of services.

VII. LEGAL CONSTRUCTION

In case any one or more provisions contained in this Agreement shall for any reason be held to be unconstitutional, void, or invalid, illegal or unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect the remaining portions of the Agreement; and this Agreement shall be construed as if such unconstitutional, void, or invalid, illegal or unenforceable provision had never been contained herein.

VIII. LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas.

IX. NON-DISCRIMINATION

It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b), and Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

X. INTERPRETATION OF LAWS AND AUTHORITIES

A. CAMPO and/or TTI shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the contract work.

XI. ALTERATION, AMENDMENT, OR MODIFICATION

A. This Agreement may not be altered, amended, or modified except in writing and any alterations, amendments, or modifications must be approved by both parties.

B. This Agreement constitutes the entire Agreement between CAMPO and TTI. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained in the Agreement is valid or binding

WHEREFORE, premises considered, this INTERLOCAL AGREEMENT is executed; and Approved to be effective on the date of the last party to sign.

TEXAS TRANSPORTATION
INSTITUTE

CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION

By: _____
Dennis L. Christiansen
Agency Director

By: _____
Joseph Cantalupo, AICP
Executive Director

Date: _____

Date: _____

Approved as to form: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Attachment A

Forecasting Bicycle and Pedestrian Usage and Researching Data Collection Equipment Scope of Services

Project Overview

The Capital Area Metropolitan Planning Organization (CAMPO) and the City of Austin (CoA) are partnering to improve the way bicycle and pedestrian infrastructure is planned and use is monitored. They are funding and seeking partnerships to collect bicycle and pedestrian traffic volume counts and to forecast how bicycle and pedestrian infrastructure improvements could increase the proportion of people in the region using these modes for transportation.

This will be the first study in the region to count bicycle and pedestrian use in multiple locations across different types of facilities. Existing bike lanes, sidewalks, off-street paths, and streets with shoulders and wide outer lanes will be studied in several locations around the region to find out how much they are being used by bicyclists and pedestrians. TTI will then produce a sketch planning tool to forecast how improvements in bicycle and pedestrian infrastructure, like changing a wide outer roadway lane into a striped bike lane with signs, could increase use by bicyclists. Based upon land use and trip generation rates, corridors can be categorized into high, medium, or low demand corridors for pedestrians and bicycles. With this information and the condition of existing facilities, CAMPO will be able to rank proposed projects using a latent demand score.

Ultimately, the CAMPO region will know more about how bicycle and pedestrian infrastructure is used, and can make better decisions to improve safety and accessibility for bicyclists and pedestrians in the region.

Purpose of the Study

CAMPO is seeking knowledge of current bicycle and pedestrian travel levels and a forecast of potential bicycle and pedestrian use. Understanding the most appropriate data collection equipment and methodology for counting bicycles and pedestrians will give CAMPO an understanding of what would be needed to establish their own data collection program.

Bicycle and pedestrian infrastructure has been shown to work most effectively in tandem with land use policies and other transportation investments, but actual forecasts of the magnitude of use based on specific investments have not been performed for this region. Furthermore, CAMPO desires to have a system in place whereby proposed projects can be ranked according to their potential use.

Task 1 – Research bicycle and pedestrian monitoring programs in order to recommend an appropriate method to collect data

- Perform a literature search of monitoring programs
- Contact other cities to learn and document best practices
- Develop a monitoring program based on best practices from around the country

Deliverables:

Technical memorandum describing results of literature search and communication with other cities. Include recommended monitoring program.

Task 2 - Collect existing bicycle and pedestrian traffic counts in the five-county Austin-Round Rock Metropolitan Statistical Area while testing data collection equipment.

- Identify and select 2-3 counters to test at 2-3 permanent count locations with preference toward locations with heavier bicycle and pedestrian volumes while being representative of other locations throughout the region.
- Using the information gathered from the test above, perform bicycle and pedestrian traffic counts on selected corridors throughout the region. Work with the CAMPO Bicycle and Pedestrian Subcommittee to identify count locations to represent the region. Develop the most suitable days and times for collection. This traffic count data will be used as a baseline condition for Task 3. A maximum of 15 locations will be identified for data collection and will depend on the need for pedestrian or bicycle volume data, or a combination of both types of data.

Deliverables:

1. Electronic database or spreadsheet of traffic counts at each location.
2. Technical memorandum describing the data collection technique and equipment used, including pros and cons of various types of equipment.

Task 3 – Forecast potential use from bicycle and pedestrian infrastructure improvements.

Using the traffic count locations identified in Task 2, develop a method using these geographic attributes to estimate bicycle and pedestrian use with various infrastructure improvements to the corridor. Survey other places to try to adapt approaches to the CAMPO region. Use existing reports along with what is learned from the survey to produce a general approach for CAMPO in forecasting bicycle and pedestrian use. This process would give the agency a sketch planning tool for determining which type of facility would best serve the needs of bicycles and pedestrians in specific corridors within the CAMPO region. Trip generation rates would be estimated and utilized to develop a latent demand score which could then be used for ranking bicycle and pedestrian projects. Three facility scenarios of the following seven will be estimated for each corridor, using AASHTO (1999) and FHWA (2001) standards for design:

- No improvement
- Wide outer lanes
- Shoulders
- Bike Lanes
- Sidewalks
- Both Sidewalks and Bike Lanes
- Shared off-street bike/ped path

Deliverable: Memorandum describing the method used to forecast bicycle and pedestrian use for each traffic count location (n=15) using three infrastructure improvement scenarios for each (45 forecasts).

Meeting: Present memorandum to the CAMPO Bicycle and Pedestrian Subcommittee to solicit feedback.

Task 4 – Integrate the sketch planning tool produced in Task 3 into the CAMPO transportation planning process.

- Develop recommendations to CAMPO staff for improving their bicycle and pedestrian project selection process.

Deliverable: Memorandum describing recommended criteria to include in the selection of bicycle and pedestrian projects.

Meetings: Present memorandum to the CAMPO Bicycle and Pedestrian Subcommittee and Technical Advisory Committee to solicit feedback.

Task 5 – Final report, executive summary, and data collection training

- Consider feedback from CAMPO staff, Bicycle and Pedestrian Subcommittee, and Technical Advisory Committee to revise methodology and results, as needed.

Deliverables:

1. Report including a detailed methodology based on the outcomes and feedback received from Tasks 1 – 4 and bicycle and pedestrian facility policy recommendations for CAMPO to consider in the 2035 metropolitan transportation plan update.
2. Bicycle and pedestrian traffic count equipment procured for this project.

Meetings:

1. Present Executive Summary to the CAMPO Transportation Policy Board, with description of policy recommendations.
2. If necessary, provide training to CAMPO staff on the use of the data collection equipment, especially the equipment proven most effective for monitoring facilities with either bicycle or pedestrian traffic, or a combination of both modes.

Estimated Cost and Timeline

The estimated cost of the work described above is \$100,000. The project is anticipated to begin August 1, 2009 and end by September 30, 2010.



June 1, 2009

Transportation Policy Board

Agenda Item 7

Consider authorizing the CAMPO Executive Director to negotiate and enter into an Interlocal Agreement with the Texas Transportation Institute for assistance with Air Quality Emissions Analysis

CAMPO proposes to enter into an interlocal agreement with the Texas Transportation Institute (TTI) for up to **\$30,000** to assist with air quality emissions analysis. The analysis was approved in the 2008-2009 UPWP under Task 202. The source of funding for this project will be STP-MM funds.

TTI will conduct transportation conformity type emissions analyses of the alternative and final transportation network scenarios developed for the CAMPO 2035 Plan Update process. TTI may also provide support for analysis of off-model transportation emission reduction measures for projects and programs that cannot be accommodated by the travel demand model. Specifically, TTI will provide the following:

- **Emissions Analysis:** Using output from the travel demand model runs developed by CAMPO, the consultant will conduct on-road mobile source, ozone precursor, and greenhouse gas emissions quantification and analysis. The travel demand model data will be post processed and emissions factors will be applied to develop comprehensive estimates for each scenario.
- **Training and Support:** The consultant will provide training and support as needed to CAMPO on the emissions analysis. The consultant may also provide support in estimating off-model emissions analyses as needed.

The nature and the extent of the deliverables provided may vary, depending on the final attainment status of the CAMPO area and the number and type of scenarios needed for the 2035 Plan update; however, the basic deliverables will include a draft and final report on emissions inventories for ozone precursor criteria pollutants and greenhouse gases and associated documentation, including methodologies used and results.

RECOMMENDATION

The Technical Advisory Committee and the CAMPO staff recommend the Transportation Policy Board authorizes the Executive Director to negotiate and enter into an Interlocal Agreement with TTI for assistance with air quality emissions analysis.

**INTERLOCAL AGREEMENT BETWEEN THE
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
AND THE
TEXAS TRANSPORTATION INSTITUTE**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, **a metropolitan planning organization**, hereinafter referred to as “CAMPO” and the TEXAS TRANSPORTATION INSTITUTE, **a state agency**, hereinafter referred to as “TTI.”

WITNESSETH:

WHEREAS, the Governor of the State of Texas has designated CAMPO (formerly the Austin Transportation Study) acting through its Transportation Policy Board to be the Metropolitan Planning Organization (MPO) for the Austin urbanized area(s); and

WHEREAS, CAMPO is the designated lead agency for the region’s Metropolitan Planning process;

WHEREAS, the Metropolitan Planning process addresses requirements under state and Federal law pertaining to air quality and long range transportation planning;

WHEREAS, CAMPO includes air quality analyses in the planning process;

WHEREAS, TTI has significant specialized expertise and on-going research interests relating to air quality analysis in the State of Texas and internationally;

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and promises made by the parties, CAMPO and TTI hereby agree as follows:

I. OBLIGATIONS OF CAMPO

- A. CAMPO shall reimburse TTI an amount not to exceed **\$30,000.00** to cover specialized research described under in Attachment A - Scope of Services. Reimbursement shall be made upon presentation of a detailed monthly invoice to CAMPO outlining each cost along with any technical documents and progress reports.
- B. CAMPO agrees to indemnify TTI for any amounts to which TTI may become liable because of the action or omission of CAMPO employees arising out of, or in connection with the performance of this Agreement.

II. OBLIGATIONS OF TTI

- A. TTI will conduct specialized research and provide deliverables as described in Attachment A - Scope of Services.
- B. TTI, to the extent authorized by the laws and Constitution of the State of Texas and without waiving sovereign immunity, agrees to indemnify CAMPO for any amounts to

- C. which CAMPO may become liable because of the action or omission of TTI employees arising out of, or in connection with, the performance of this Agreement.

III. TERM and TERMINATION

- A. This Agreement is effective on the date of the last party to sign and ends **September 30, 2010**, or sooner, by mutual agreement of both parties unless previously terminated pursuant to Section III.B. of this Agreement.
- B. If either party defaults in the performance of any terms or conditions of this Agreement the defaulting party shall have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time then the offended party shall have the right without further notice to terminate this Agreement.
- C. This Agreement may be terminated, in whole or in part, by either party whenever such termination is found to be in the best interest of either party. Either party shall provide written notification to the other party at least thirty (30) days in advance of the effective date of the termination. All notices pursuant to this Agreement shall be deemed given when either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to CAMPO: Joseph Cantalupo, AICP
Executive Director, CAMPO
Post Office Box 1088
Austin, Texas 78767

with a copy to: Cathy Stephens
Environmental Program Manager, CAMPO
Post Office Box 1088
Austin, Texas 78767

If to TTI: Janice Konecny
Director of Projects Administration and Operational Analysis
TTI Business Operations
TTI, Texas A&M University System
3135 TAMU
College Station, Texas 77843-3135

with a copy to: Dennis Perkinson, Ph.D.
Program Manager
Transportation Modeling Program – Gilchrist, Room 363
TTI, Texas A&M University System
3135 TAMU
College Station, TX 77843

IV. RESTRICTION ON LOBBYING

In accordance with 31 USC Section 1352, CAMPO and TTI hereby certify that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO and/or TTI 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 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 and/or TTI shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. CAMPO and/or TTI shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly. CAMPO and/or TTI and its subcontractors shall require that the language of this certification be included in any subcontract exceeding \$100,000 by any tier in that any such subcontractor shall certify and disclose accordingly.

V. INSPECTION OF WORK AND RETENTION OF DOCUMENTS

- A. CAMPO and/or TTI, when federal funds are involved, shall 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 and/or TTI, shall be maintained for at least three (3) years after CAMPO and/or TTI payment under this Agreement or the termination or expiration of this Agreement.

VI. PROCUREMENT

In accordance with the Interlocal Cooperation Act, it is mutually agreed that all parties hereto shall conduct all procurements and award all contracts necessary to this Agreement in accordance with federal and state laws and regulations, including Federal Transit Administration Circular 4220.1D, if federal funds are used to execute procurement and award of services.

VII. LEGAL CONSTRUCTION

In case any one or more provisions contained in this Agreement shall for any reason be held to be unconstitutional, void, or invalid, illegal or unenforceable in any respect, such unconstitutionality, invalidity, illegality or unenforceability shall not affect the remaining portions of the Agreement; and this Agreement shall be construed as if such unconstitutional, void, or invalid, illegal or unenforceable provision had never been contained herein.

VIII. LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas.

IX. NON-DISCRIMINATION

It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal Regulations, Part 710.405(b), and Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

X. INTERPRETATION OF LAWS AND AUTHORITIES

A. CAMPO and/or TTI shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the contract work.

XI. ALTERATION, AMENDMENT, OR MODIFICATION

- A. This Agreement may not be altered, amended, or modified except in writing and any alterations, amendments, or modifications must be approved by both parties.
- B. This Agreement constitutes the entire Agreement between CAMPO and TTI. No other agreement, statement or promise relating to the subject matter of this Agreement that is not contained in the Agreement is valid or binding

THEREFORE, premises considered, this INTERLOCAL AGREEMENT is executed; and Approved to be effective on the date of the last party to sign.

TEXAS TRANSPORTATION
INSTITUTE

CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION

By: _____
Dennis L. Christiansen
Agency Director

By: _____
Joseph Cantalupo, AICP
Executive Director

Date: _____

Date: _____

Approved as to form: _____

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Attachment A

Air Quality Emissions Analysis Scope of Services

Task

The consultant will conduct transportation conformity type emissions analyses of the alternative and final transportation network scenarios developed for the CAMPO 2035 Plan Update process. Both ozone precursor criteria pollutants and greenhouse gas emissions will be analyzed and reported. The consultant may also provide support for analysis of off-model transportation emission reduction measures for projects and programs that cannot be accommodated by the travel demand model.

Scope of Work

- A. **Emissions Analysis:** CAMPO will perform travel demand model runs for the alternative and final network scenarios needed for the 2035 long range plan update. Using output from the travel demand model runs developed by CAMPO, the consultant will conduct on-road mobile source, ozone precursor, and greenhouse gas emissions quantification and analysis. The travel demand model data will be post processed and emissions factors will be applied to develop comprehensive estimates for each scenario.
- B. **Training and Support:** The consultant will provide training and support as needed to CAMPO on the emissions analysis described in Section A. The consultant may also provide support in estimating off-model emissions analyses as needed.

Deliverables

The nature and the extent of the data provided may vary, depending on the final attainment status of the CAMPO area and the number and type of scenarios needed for the 2035 Plan update; however, the basic deliverables will include a draft and final report on emissions inventories for ozone precursor criteria pollutants and greenhouse gases and associated documentation, including methodologies used and results.

Estimated Cost and Timeline

The estimated cost of the work described above is \$30,000. The analysis is expected to begin June 1, 2009 and end by September 30, 2010.



June 1, 2009

Transportation Policy Board

Agenda Item 8

Consider authorizing the Executive Director to negotiate and enter into a sole source contract with the Eastern Research Group for Refinements to the Greenhouse Gas Analysis

CAMPO proposes to enter into an agreement with the Eastern Research Group (ERG) for up to **\$39,000** through a sole source contract to assist with refinements to the greenhouse gas analysis performed by the Texas Transportation Institute (TTI). The analysis was approved in the 2008-2009 UPWP under Task 202 and the source of funding will be STP-MM funds.

CAMPO is planning to enter into an interlocal agreement with TTI to perform emissions analyses on the model runs for the alternative and final network scenarios needed for the 2035 long range plan update. Using output from the travel demand model runs developed by CAMPO, TTI will conduct on-road mobile source, ozone precursor, and greenhouse gas emissions quantification and analysis.

However, CAMPO requires refinements to the greenhouse gas analysis. The green house gas estimates do not have adjustment factors for speed or vehicle operating mode. In order to perform the refinements, CAMPO requires the services of a firm with advanced technical expertise in emissions modeling and the Environmental Protection Agency (EPA) MOVES model.

ERG is the only service provider capable of meeting the requirements of this project. ERG has a detailed understanding of the relationship between real-world driving patterns and vehicle emissions, and has used this knowledge to develop several aspects of EPA's MOVES model. ERG developed the calculations for nationwide fleet CO2 emissions estimates used in MOVES, and has developed drive cycles for a number of different vehicle types, at a wide variety of speeds.

ERG is also the only contractor that has the full, confidential beta version of MOVES currently in house. They also have extensive experience with MOBILE6 development and modeling, and are familiar with TTI's POLFAC file format which will be utilized as a primary input for the proposed calculation utility.

RECOMMENDATION

The Technical Advisory Committee and the CAMPO staff recommend the Transportation Policy Board authorizes the Executive Director to negotiate and enter into a sole source contract with ERG for refinements to the greenhouse gas analysis.



June 1, 2009

Transportation Policy Board

Agenda Item 9

Consider authorizing the Executive Director to negotiate and enter into an interlocal agreement with the Alamo Area Council of Governments (AACOG) to add AACOG funding to the CAMPO air quality outreach contract and provide outreach services to the AACOG area.

CAMPO proposes to enter into an interlocal agreement with the Alamo Area Council of Governments (AACOG) for up to **\$5,000** to provide consistent air quality outreach in the Austin-Round Rock Metropolitan Statistical Area (MSA) and the San Antonio MSA (Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson counties). The agreement would add \$5,000 of AACOG funding to the CAMPO air quality outreach contract with Peer Group Consulting (PGC) and provide AACOG with \$5,000 of outreach services from PGC.

The PGC outreach services will be consistent with the ongoing CAMPO Ozone Action Heroes campaign, providing a consistent, identifiable message to the Central and South Central Texas regions. In particular AACOG wants PGC to solicit financial contributions for purchasing television and radio Ozone Action Heroes messages in the San Antonio area, maintain a campaign website and print Ozone Action Heroes campaign materials for use in the San Antonio “Big Push” air quality improvement campaign. The AACOG Board approved entering into the interlocal agreement with CAMPO on May 27, 2009. The AACOG Board memo regarding the interlocal agreement is attached.

The Ozone Action Heroes outreach campaign is part of the region’s “Big Push” to reduce ozone levels this ozone season to comply with the more stringent Federal ozone standard. One regulatory monitor in Travis County is currently noncompliant and one or more counties in the Austin-Round Rock MSA could be designated nonattainment in 2010, based on 2007-2009 monitoring data. The 2009 ozone season will determine whether the region complies with the ozone standard. The San Antonio MSA is in a similar situation and so is joining the “Big Push”, making it a super-regional initiative. Using the same Ozone Action Heroes outreach campaign, with consistent messaging for both regions, should maximize the campaign’s effectiveness and its contribution to the “Big Push” initiative.

RECOMMENDATION

CAMPO staff recommends the Transportation Policy Board authorize the Executive Director to negotiate and enter into an interlocal agreement with AACOG for Ozone Action Heroes outreach services in the San Antonio area.



Memorandum

TO: Board of Directors

FROM: Gloria C. Arriaga, Executive Director

DATE: May 20, 2009

SUBJECT: Interlocal Agreement with CAMPO for PGC Services

Consider and act upon entering into an Interlocal Agreement with the Capital Area Metropolitan Planning Organization (CAMPO) using the services of Peer Group Consulting, Inc. to promote the "Big Push" campaign in the amount of \$5,000.00.

Peer Group Consulting, Inc, a public relations firm, is currently under contract with CAMPO to promote the Big Push campaign in the Austin area. Through the agreement with CAMPO, AACOG will contract with PGC to solicit support from governments, businesses, and organizations for the local San Antonio Big Push air quality campaign. In particular, AACOG will hire PGC to seek financial support for broadcasting-developed advertisements on local television and radio stations, to maintain a campaign web site, and to print campaign materials for use in the San Antonio area Big Push campaign.

During the April 1, 2009 meeting of AACOG's Air Improvement Resources Executive Committee, members voted in favor of joining Austin's efforts and expanding the Austin area Big Push into a regional initiative including the San Antonio area. By developing an Interlocal agreement with CAMPO to use the services of PGC, AACOG benefits from CAMPO's bid/purchase process to obtain the most cost-effective marketing services through the use of campaign materials already developed and implemented in the Austin region by PGC. Both regions benefit from the partnership by developing consistent messages that are identifiable to the entire south-central Texas audience.

The 2009 ozone season represents a critical period that will determine whether regions of the country meet the revised eight-hour average ozone standard established by the federal government in 2008. To meet the challenges of the stricter 2008 standard, CAMPO collaborated with other Austin partners during spring 2009 to launch a "Big Push" campaign that encourages local governments, businesses, and the larger community to adopt air improvement measures. CAMPO hired PGC to develop an English/Spanish, multi-media campaign to promote the goals of the Big Push, i.e., address the health and environmental consequences of elevated ozone concentrations and publicize measures that citizens and businesses can implement to reduce ozone and ozone precursor emissions.

If you have any questions, please contact Brenda Williams at (210) 362-5246.



June 1, 2009

Transportation Policy Board	Agenda Item 10
Consider approval of a resolution approving American Recovery and Reinvestment Act projects and amending them into CAMPO's FYs 2008 - 2011 Transportation Improvement Program	

Background information will be distributed prior to the Policy Board meeting on this item.

Attached is a draft resolution that the Board may consider as it determines how to distribute the American Recovery and Reinvestment Act funds suballocated to the CAMPO region.



**Resolution of the
Capital Area Metropolitan Planning Organization
Adopting American Recovery and Reinvestment Act Projects and
Amending the Transportation Improvement Program, if Necessary**

WHEREAS, the Governor of the State of Texas designated the Capital Area Metropolitan Planning Organization (CAMPO) as the Metropolitan Planning Organization for the Austin region in 1973 and in 2003 the Governor expanded the CAMPO boundary to include all of Williamson, Travis and Hays Counties; and

WHEREAS, 23 U.S.C. 134 and Section 5303 of the Federal Transit Act, as amended by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005, require that Metropolitan Planning Organizations, in cooperation with the State, develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, on February 17, 2009, the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama; and

WHEREAS, the legislation resulted in \$29.1 million of transportation funds being directly suballocated to the CAMPO area for distribution to projects selected by the CAMPO Transportation Policy Board; and

WHEREAS, CAMPO worked with local jurisdictions and transportation providers to identify projects that would be eligible to receive ARRA funding, are currently in the CAMPO Mobility 2030 Plan and could have federal funds obligated by March 2010, and

WHEREAS, some of the potential projects are not currently included in the CAMPO Transportation Improvement Program nor the Statewide Transportation Improvement Program; and

WHEREAS, CAMPO, in accordance with its adopted Public Participation Program conducted public outreach on potential projects to be funded with ARRA funds, and

NOW, THEREFORE BE IT RESOLVED that the Transportation Policy Board of the Capital Area Metropolitan Planning Organization approves ARRA funding for the accompanying list of projects and amends the projects into the CAMPO FY 2008 - 2011 TIP, if necessary.

Senator Kirk Watson, Chair
Capital Area Metropolitan Planning Organization
June 8, 2009