

CSJ #0914-00-423  
District #14-AUS  
Code Chart 64 #60348  
Project: Commute Solution  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**NON-CONSTRUCTION  
ADVANCE FUNDING AGREEMENT  
For a Surface Transportation Block Grant Program (STBG) Project**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation (TxDOT), called the “State”, and Capital Area Council of Governments, acting by and through its duly authorized officials, called the “Local Government.”

**BACKGROUND**

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the Commute Solutions program. Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and Federal funds. The Texas Transportation Commission passed Minute Order Number 115291, which provides for development of and funding for the Project identified in this agreement. The Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated 10/10/2018, which is attached to and made part of this agreement as Attachment A.

**NOW THEREFORE**, the State and the Local Government agree as follows:

**AGREEMENT**

**1. Period of the Agreement**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the close of ordinary business on 12/31/2019.

**2. Scope of Work**

The Scope of Work is the Project as detailed in Attachment B, which is attached to and made part of this agreement.

**3. Local Project Sources and Uses of Funds**

**A.** The total estimated cost of the Project is shown in Attachment C – Project Budget Estimate, which is attached and made part of this agreement. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally

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obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The State will be responsible for securing the Federal and State share of the funding required for the Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- D.** The Local Government will be responsible for all non-federal and non-state participation costs associated with the Project. If the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- E.** The State will not pay interest on any funds provided by the Local Government.
- F.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. These funds may only be applied to the Project. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

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- H. If the Project has been approved for incremental payments under 43 TAC §15.52, Attachment C will clearly state the amount of the incremental payment schedule. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, Attachment C will reflect those adjustments.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

#### **4. Termination**

This agreement may be terminated:

- A. By mutual consent of the parties;
- B. By one party because of a material breach by the other party, in which case the breaching party shall pay any costs incurred because of the breach;
- C. By the State if the Local Government elects not to provide its share of funding, in which case the Local Government shall pay for the State's reasonable actual costs during the Project; or
- D. If the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

#### **5. Amendments**

Amendments to this agreement shall be in writing and shall be executed by both parties.

#### **6. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

#### **7. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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<b>Local Government:</b>	<b>State:</b>
Capital Area Council of Governments Executive Director 6800 Burluson Road, Bld 310, Ste.165 Austin, TX 78744	Director of Contract Services  Texas Department of Transportation  125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### **8. Legal Construction**

If any provision in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this agreement. In that case, this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

#### **9. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

#### **10. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

#### **11. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the State, the Local Government shall furnish the State with satisfactory proof of its compliance with this Article.

#### **12. Sole Agreement**

This agreement supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

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### 13. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

### 14. Procurement and Property Management Standards

The parties shall comply with the procurement standards established in 49 CFR §18.36 the property management standard established in 49 CFR §18.32.

### 15. Inspection of Books and Records

The parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make those materials available to the State and the Local Government. If the agreement involves federal funds, the same materials shall be made available to the FHWA, the U.S. Office of the Inspector General, and their authorized representatives for review and inspection. Records shall be maintained for four (4) years from the termination of this agreement or until any related litigation or claims are resolved, whichever is later. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### 16. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local

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Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## **17. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E.** The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as

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approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F.** Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

#### **18. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

#### **19. Lobbying Certification**

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B.** 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, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the

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Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 20. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 21. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."



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- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

## **22. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

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discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**22. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

DocuSigned by:  
*Betty Voights*  
E2209104E1A7444...

Betty Voights  
Executive Director

12/5/2018

Date

**THE STATE OF TEXAS**

DocuSigned by:  
*Kenneth Stewart*  
F1CDA80FDB8C4B6...

Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

12/6/2018

Date

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## ATTACHMENT A RESOLUTION OR ORDINANCE

### RESOLUTION

#### RESOLUTION AUTHORIZING CAPCOG TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE COMMUTE SOLUTIONS PROGRAM

**WHEREAS**, on January 10, 2018, the Capital Area Council of Governments (CAPCOG) Executive Committee authorized the submission of a funding application to the Capital Area Metropolitan Planning Organization (CAMPO) for the Commute Solutions program for fiscal years 2019-2022 as part of CAMPO's Transportation Improvement Program (TIP); and

**WHEREAS**, on May 7, 2018, the CAMPO Transportation Policy Board approved awarding Capital Area Council of Governments (CAPCOG) \$250,000 in federal surface transportation block grant (STBG) funding for the Commute Solutions program for fiscal year (FY) 2019; and

**WHEREAS**, an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) is necessary to provide the funding awarded to the Commute Solutions program; and

**WHEREAS**, an AFA based on TxDOT's Master AFA and CAPCOG's proposed scope of work would benefit the residents of the Capital Area Council of Governments (CAPCOG);

**NOW, THEREFORE, BE IT RESOLVED BY THE CAPCOG EXECUTIVE COMMITTEE THAT** it hereby authorizes an Advance Funding Agreement with the Texas Department of Transportation for the Commute Solutions program for FY 2019.

Passed and approved on this 10<sup>th</sup> day of October, 2018.



Mayor Corbin Van Arsdale, Chair  
Executive Committee  
Capital Area Council of Governments



Judge Paul Pape, Secretary  
Executive Committee  
Capital Area Council of Governments

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## **ATTACHMENT B SCOPE OF WORK**

### **COMMUTE SOLUTIONS PROGRAM**

#### **Introduction**

The Local Government (LG) is the Capital Area Council of Governments (CAPCOG), which is the Regional Planning Commission for State Planning Region 12 (Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties). The region includes a mix of rural and urban counties. Five counties were classified by the U.S. Census Bureau as “mostly urban” due to 50% or more of the population living within an urbanized area or urban cluster (Caldwell, Hays, Llano, Travis, and Williamson Counties), four counties were classified as “mostly rural” (Bastrop, Burnet, Fayette, and Lee), and one county was classified as “entirely rural.” All six of the counties of the Capital Area Metropolitan Planning Area (MPA) fall within the CAPCOG boundaries which include Bastrop, Burnet, Caldwell, Hays, Travis, and Williamson Counties. As a Regional Planning Commission established pursuant to Chapter 391 of the Texas Local Government Code, CAPCOG is a political subdivision of the state established to:

- Join and cooperate to improve the health, safety, and general welfare of its residents; and
- Plan for the future development of communities, areas, and regions so that:
  - The planning of transportation systems is improved;
  - Adequate street, utility, health, educational, recreational, and other essential facilities; are provided as the communities, areas, and regions grow;
  - The needs of agriculture, business, and industry are recognized;
  - Healthful surroundings for family life in residential areas are provided;
  - Historical and cultural values are preserved; and
  - The efficient and economical use of public funds is commensurate with the growth of the communities, areas, and regions.

CAPCOG is governed by a 29-member Executive Committee of its General Assembly, and includes city and county elected officials nominated and selected annually to provide direction to CAPCOG staff on program implementation, budgets, contracts, and general policies and procedures for managing the agency. The committee has four nonvoting seats for state legislators representing Texas Planning Region 12. Executive Committee members serve a one-year term from January through December and meet at 10:00 AM on the 2<sup>nd</sup> Wednesday of each month.

In 2018 the LG was awarded by the Capital Area MPO (CAMPO) a \$250,000 federal grant for the Commute Solutions program. The LG shall promote the use of teleworking, flexible schedules, carpooling, vanpooling, public transit, walking, biking, and reducing barriers to alternative commuting and other activities that fall within the Federal Highways Administration (FHWA) definition of “Transportation Demand Management” (TDM). All routine passenger travel with an origin or destination within the six counties of the CAMPO MPA is considered within the scope of this project. The Commute Solutions Program will be funded with 80% in federal funding and 20% in local match, which includes:

- A contract with the City of Austin for the Commute Solutions program; and
- Funding from 22 local governments in support of the air quality program.

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CAPCOG anticipates the performance period of this contract to be through November 30, 2019.

## **Task 1: Regional Program Coordination and Outreach:**

LG shall carry out the basic functions of the program under this task that involve the use of staff time, office space, information technology, and supplies to carry out work involved in conducting outreach, providing support for the regional TDM coordinating committee, and supervising contracts for tasks 2-4, and administering this contract.

### **Task 1.1: Staff-Based Outreach and Education to Regional Employers, Schools, and General Public:**

The LG shall promote ridesharing, public transit, telecommuting, compressed and flexible work schedules, walking, bicycling, trip-chaining, and other TDM activities to reduce congestion and improve air quality within the Capital Area MPA. The LG shall perform outreach and education through:

1. Contacting an average of 4 employers per month (48 per year) to invite them to meet with program staff to discuss employer-related Commute Solutions opportunities
2. Contacting an average of two school and school-district administrators (i.e., principals, assistant principals, district-level administrators) during the academic year to invite them to meet with program staff to discuss school-related Commute Solutions opportunities
3. Making Commute Solutions-related presentations and/or conducting workshops among groups of employees, human resources administrators, professional organizations, large civic or neighborhood associations, and parent-teach association or other school-related groups at least four times per year
4. Participating in transportation, environmental, and health-related public events at least twelve times a year
5. Distributing monthly commuter newsletters to stakeholders (including, but not limited to, members of the Regional TDM Coordinating Committee) and news outlets (including, but not limited to, local television broadcast news outlets and the Austin-American Statesman
6. Posting weekly to CAPCOG's Commute Solutions social media accounts and tracking social media engagement on a monthly basis

**Task 1.1 Deliverables:** By the 15<sup>th</sup> day of each month, the LG shall provide to the State a progress report on the prior month's progress track efforts in each of the above six outreach and education areas, including records of contacts attempted and made, copies of newsletters, and meeting summaries. The report must be a Microsoft Word file submitted to the State electronically, while other backup must be other electronic files that may include PDFs, Microsoft Excel spreadsheets, or others in a format available at the State.

### **Task 1.2: Staff Support for Regional TDM Coordinating Committee**

The LG shall provide staff support for the Regional TDM Coordinating Committee, a CAPCOG committee established in May 2018 for the purpose of coordinating TDM activities within the CAPCOG region with a special focus on the Capital

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Area MPA, and to assist and advise CAPCOG staff in carrying out the Commute Solutions program. Members of the committee include city and county governments within the region, public transit providers, Movability (a transportation management association that covers the six-county Capital Area MPA), other transportation agencies and service providers, CAPCOG, CAMPO, and TxDOT-Austin district. The LG's staff support will include, at a minimum:

- Maintaining and updating membership lists,
- Scheduling and making arrangements for meetings (the committee meeting's operating procedures call for at least 8 meetings over a 12-month period), proposed locations are to be determined later, based on committee's members suggestions.
- Developing agendas, speakers, and backup materials for meetings, and
- Maintain minutes for meetings.

**Task 1.2 Deliverables:** By the 15<sup>th</sup> day of each month, the LG shall provide to the State copies of agenda packets and meeting minutes from Regional TDM Coordinating Committee meetings and any subcommittees from the prior month. The report must be a Microsoft Word file submitted to the State electronically, while other backup must be other electronic files that may include PDFs, Microsoft Excel spreadsheets, or others, in a format available at The State.

### **Task 1.3: Program Analysis and Administration:**

The LG shall analyze data and provide reports, oversee budget, renew contracts with their providers, solicit bids for program support materials according to the Article 14 of this agreement, maintain lines of communication between the LG and TxDOT, keep program webpages current, obtain program-related training, as recommended and approved by TxDOT, from state and federal transportation agencies, participate in program-related administrative meetings that help support the completion of the other tasks and sub-tasks in this scope of work. The LG shall maintain data on the participation in the Commute Solutions program and other quantitative metrics that can be used to estimate the benefits of the program on an on-going basis. At a minimum, quantitative data maintained by the LG will include, but is not limited to:

- Gross impressions achieved from outreach activities
- Attendance at Regional TDM Coordinating Committee meetings
- Number of visitors to the program website
- Number of trips logged in CAPCOG's trip-logging/ride-sharing platform

#### **Task 1.3 Deliverables:**

By the 15<sup>th</sup> day of each month, the LG shall provide to the State a monthly report of administrative activities. The report must be a Microsoft Word file submitted to the State electronically.

By October 31, 2019, a final report that documents accomplishments under each task and sub-task and includes estimates of program impact and cost-effectiveness. The report must be a Microsoft Word file submitted to The State electronically.

Upon request by CAMPO staff, the LG will present the annual report at a CAMPO Technical Advisory Committee (TAC) meeting. The LG will provide the State with the presentation slides 5 days prior to the TAC meeting for review and comment.

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## **Task 2: Commuter Education Campaigns:**

The LG shall conduct region-wide educational advertising, social media campaigns, and other paid marketing to improve awareness and use of alternative commuting options, especially among underserved populations (low-income, minority, elderly, disabled, and limited English proficiency households) and people who commute along highly congested routes and routes with safety concerns. The LG shall track the estimated number of gross impressions (GI) and other relevant metrics from such efforts in order to support performance tracking. A “Gross Impression” represents an instance in which one individual received a message (i.e., 2 people hearing the same radio ad, or 1 person hearing the same radio ad twice, would both represent 2 gross impressions).

**Task 2 Deliverables:** By the 15<sup>th</sup> day of each month, the LG shall provide to the State a report of paid marketing conducted and performance for the prior month and copies of any advertising developed and used for the program under this contract in the prior month. The report will be a Microsoft Word file and the advertising materials will be electronic files in the format in which they were submitted to CAPCOG, both of which will be submitted to the State electronically.

## **Task 3: Website and Ride-Sharing/Trip-Planning Tools:**

The LG shall maintain and update the CommuteSolutions.com website and maintain and update a ride-sharing/trip-planning platform to, at a minimum:

- Enable commuters to find carpool matches,
- Enable incentive programs for alternative commuting, and
- Support employer-based TDM programs.

**Task 3 Deliverables:** By the 15<sup>th</sup> day of each month, the LG will provide the State a report on website and rides-sharing/trip-planning tool updates and activity completed in the prior month. The report will be a Microsoft Word file submitted to The State electronically.

## **Task 4: Regional Commuting Survey:**

The LG shall conduct a region-wide scientific baseline commuter phone survey to assess levels of awareness among the general public of commuter options, willingness to use various commuter options, and obstacles to increased usage of more efficient options. CAPCOG conducted similar phone surveys as part of its air quality program in 2014, 2015, and 2016, information about which can be found at: <http://www.capcog.org/divisions/regional-services/air-quality-reports>. This survey can be used to conduct annual program tracking in the future and can help the Local Government and other regional partners such as CAMPO, CTRMA, the TxDOT Austin District, Movability, and local governments better design and target outreach efforts to maximize impact. The Local Government shall design the survey and obtain the State approval prior to use.

**Task 4 Deliverables:** Prior to conducting the survey, the LG will submit a survey plan to TxDOT for review and approval. Upon approval of the survey plan, CAPCOG will procure a qualified vendor to carry out the survey. Within 60 days of completing the survey, the LG shall submit survey results to the State and a memo summarizing major points of interest in accordance with the approved survey plan. Survey results must be in a Microsoft Excel spreadsheet, and the memo must be in Microsoft Word, and both sets of deliverables will be submitted to The State electronically.

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## Project timeline and budget

The project timeline shall not exceed the contract term date of 11/30/2019. The budget amount shall not exceed the \$250,000.00 federal amount awarded as stated on page 1.



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## ATTACHMENT C PROJECT BUDGET ESTIMATE

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description STBG	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Task-1.1 Regional Program Coordination and Outreach (by Local Government)	\$100,000	80%	\$80,000	0%	\$0	20%	\$20,000
Task-1.2: Staff Support for Regional TDM Coordinating Committee	\$15,000	80%	\$12,000	0%	\$0	20%	\$3,000
Task-1.3: Program Analysis and Administration	\$22,500	80%	\$18,000	0%	\$0	20%	\$4,500
Task-2: Commuter Education Campaigns	\$112,500	80%	\$90,000	0%	\$0	20%	\$22,500
Task-3: Website and Ride- Sharing/Trip-Planning Tools	\$30,000	80%	\$24,000	0%	\$0	20%	\$6,000
Task-4: Regional Commuting Survey	\$20,000	80%	\$16,000	0%	\$0	20%	\$4,000
Subtotal	\$300,000	80%	\$240,000	0%	\$0	20%	\$60,000
Direct State Costs	\$12,500	80%	\$10,000	0%	\$0	20%	\$2,500
Indirect State Costs (5.33%)	\$15,990	0%	\$0.00	100%	\$15,990	0%	\$0
<b>TOTAL</b>	<b>\$328,490</b>		<b>\$250,000</b>		<b>\$15,990</b>	<b>19%</b>	<b>\$62,500</b>

Initial payment by the Local Government to the State: \$2,500.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$2,500.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.