

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL CONTRACT FOR AIR QUALITY SERVICES

Art. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operates under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. Williamson County is a Texas local government that is seeking to ensure reliable, high-quality ambient air quality monitoring data is collected at CAPCOG's air quality monitors located in Williamson County.

1.3. This contract is entered into between CAPCOG and Williamson County under chapter 791 of the Government Code so that Williamson County can contribute funding toward the purchase and continued operation of air quality monitoring equipment in Williamson County as part of the regional air quality program at CAPCOG.

Art. 2. Goods and Services

2.1. CAPCOG agrees to purchase and install new ambient air quality monitoring equipment at an ambient air quality monitoring site in Williamson County described in Attachment A in this contract. The equipment may include one or more of the following pieces of equipment: an ozone analyzer, a wind sensor, or a data logger. CAPCOG agrees to provide Williamson County with a copy of the receipt for the purchase of any monitoring equipment that will be paid for with funds from this contract and documentation of the installation of the equipment at the site listed in Attachment A. CAPCOG agrees to allow Williamson County to inspect the monitoring site listed in Attachment A to verify installation of equipment purchased under this contract.

Art. 3. Contract Price and Payment Terms

3.1. Williamson County agrees to provide funding to CAPCOG under this contract, solely from current revenues available to Williamson County, with a total value of not to exceed \$8,017,. CAPCOG will submit an invoice to Williamson County upon installation of the equipment for Williamson County's share of the cost of the equipment, along with a receipt for CAPCOG's purchase of the equipment and evidence of its installation at the site listed in Attachment A. This amount represents 50% of the cost of the equipment CAPCOG plans to deploy in Williamson County in 2012.

3.2. Williamson County agrees to pay the invoice within 30 days after it receives the invoice, as required by the Prompt Payment Act, chapter 2251 of the Government Code.

Art. 4. Effective Date and Term of Contract

4.1. This contract takes effect on the date it is signed on behalf of CAPCOG and it ends, unless sooner terminated under Art. 6 or 7, or on October 31, 2012, whichever comes first.

Art. 5. Nondiscrimination and Equal Opportunity

5.1. CAPCOG and Williamson County shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

Art. 6. Termination of Contract for Unavailability of Funds

6.1. Williamson County acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery or performance.

6.2. CAPCOG terminates this contract for unavailability of funds by giving Williamson County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

Art. 7. Termination for Breach of Contract

7.1. If Williamson County or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Art. 8.

7.2. Termination for breach under Art. 7.1 does not waive either party's claim for damages resulting from the breach. **Art. 8. Dispute Resolution**

8.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 8, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Art. 8.

8.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this

contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

8.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

8.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Art. 9. Notice to Parties

9.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 8.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 9.2.

9.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. Williamson County's address is 219 Perry Mayfield, Leander, TX 78614, Attention: Gary Boyd, Environmental Program Coordinator.

9.3. A party may change its address by providing notice of the change in accordance with Art. 9.1.

Art. 10. Miscellaneous

10.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

10.2. (a) This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

(b) The Attachment A is part of this contract.

10.4. This contract is binding on and inures to the benefit of the parties' successors in interest.

10.5. This contract is executed in duplicate originals.

WILLIAMSON COUNTY,
TEXAS

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

By _____

Dan Gattis
County Judge

Betty Voights
Executive Director

Date _____

Date _____

EXHIBIT A

CAPCOG AIR QUALITY MONITORING STATION INFORMATION

The Capital Area Council of Governments ("CAPCOG") owns two ambient air quality monitoring stations in Williamson County, Texas.

The first site in Williamson County is located at 200 College Street, Hutto, Texas (Latitude: 30.5458900 degrees; Longitude: -97.5423700 degrees, elevation: 253.0 meters). This air quality monitoring station collects ambient concentrations of ozone, nitrogen oxide, and nitrogen dioxide, and collects wind speed and wind direction during ozone season from April through October, and has been active since May 18, 2011. The site reports data to the Texas Commission on Environmental Quality ("TCEQ"), which designates the site as Continuous Air Monitoring Station ("CAMS") 6602, and calls it "CAPCOG Hutto College Street." The site's United States Environmental Protection Agency ("EPA") Site Number is 484916602.

The equipment currently installed at CAMS 6602 site includes the following:

- One Dasibi Ozone Analyzer over 15 years old,
- One API-Teledyne nitrogen oxides (NO_x) monitor over 15 years old,
- One Monitor Labs sulfur dioxide (SO₂) analyzer over 15 years old,
- One Zeno data logger over 10 years old,
- Young Instruments Wind Sensor over 8 years old,
- One Tanabyte Calibrator less than a year old, and
- One Teledyne API Zero Air system less than a year old.

CAPCOG plans to replace the ozone analyzer, data logger, and wind sensor at this location for the 2012 ozone season.

The second site in Williamson County is located at 500 Lake Overlook Drive, Georgetown, Texas (Latitude: 30.6664421 degrees; Longitude: -97.7345790 degrees, elevation: 250.0 meters). This air quality monitoring station collects ambient ozone concentrations, wind speed, and wind direction during ozone season from April through October, and has been active since September 20, 2007. The site reports data to the Texas Commission on Environmental Quality ("TCEQ"), which designates the site as Continuous Air Monitoring Station ("CAMS") 690, and calls it "CAPCOG Lake Georgetown." The site's United States Environmental Protection Agency ("EPA") Site Number is 484910690.

The equipment currently installed at CAMS 690 site includes the following:

- One Zeno data logger over 8 years old,
- One Met-F-460 meteorological tower of unknown vintage, and
- One Tanabyte Ozone Analyzer less than a year old.

CAPCOG plans to replace just the Zeno data logger at this location.