

**INTERLOCAL AGREEMENT
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS AND
WILLIAMSON COUNTY, TEXAS
FOR CONTINUATION AND SUPPORT OF THE CAPCOG REGIONAL AIR QUALITY
PROGRAM**

This Agreement is by and among Williamson County and the Capital Area Council of Governments (CAPCOG) (also referred to as the "Parties" or a "Party").

RECITALS

Whereas, the Capital Area Council of Governments has operated an Air Quality Program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone pollution.

Whereas, the program's planning efforts include coordinating development and implementation of voluntary regional air quality plans, providing technical assistance to organizations that participate in the air quality plans, administering regional pollution reduction grants and conducting air quality education and outreach to reduce emissions and exposure to air pollution. Technical research efforts include air quality monitoring, emissions inventory development, data analysis, modeling, and pollution control strategy evaluation.

Whereas, the program's primary source of funding has been through grants from the Texas Commission on Environmental Quality (TCEQ), and that funding was vetoed by the Governor of Texas on June 12, 2017, for our region and for all near-nonattainment air quality areas of the state.

Whereas, the Ozone Advance Program Action Plan was intended to be implemented through December 31, 2018.

Whereas, the region depends upon CAPCOG's air quality program and staff for emissions data, regulatory guidance and information on air quality.

Whereas, the region's 2016 design value was 66 ppb and increasing – the 2017 design value is already 68 ppb halfway through the ozone season – leaving our residents and communities vulnerable to the conditions of poor air quality.

Whereas, Without CAPCOG air quality program, the region would be totally dependent on TCEQ/EPA on air quality issues.

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, are for the

performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

AGREEMENT

Section 1. Purpose

This Agreement authorizes Williamson County to support the continuation of regional air quality monitoring and planning activities as provided by CAPCOG and as sufficient funding allows.

Section 2. CAPCOG's Responsibilities.

CAPCOG agrees to continue to perform near-nonattainment program duties to include program planning and management; monitoring & research activities; technical assistance & coordination, outreach/education, and core staff operations as guided by the Capital Area Clean Air Coalition and authorized by the CAPCOG Executive Committee, details of which are attached hereto as Exhibit A and incorporated into this Agreement.

CAPCOG agrees to maintain fund accounting and financial systems for the Air Quality program so as to provide continued tracking of funds, whether grant or local contributions, and as required by law and policies of CAPCOG.

CAPCOG agrees to maintain data collection and required reporting for adequate closeout of the existing grant with the TCEQ, and will use these local funds for activities continued beyond the closeout of that grant, anticipated no later than June, 30, 2018.

CAPCOG agrees to maintain and make available data collected and reporting developed as related to the use of these funds in air quality activities.

CAPCOG agrees to maintain and staff the Clean Air Coalition for the full extent of this agreement or as long as funding allows, whichever comes first, in order to guide the work program and to receive regular reporting on behalf of the jurisdictions participating in the air quality program.

Section 3. Williamson County's Responsibilities.

Williamson County agrees to contribute an amount of \$30,205.00, to be paid in two installments with the first installment of \$3,473.00 being paid on or before September 30, 2017 and the second installment of \$26,732.00 to be paid on or before October 30, 2017, in support of continued staff and activities within the CAPCOG Air Quality Program, details of which are attached hereto as Exhibit A and incorporated into this Agreement.

Section 4. Agreement Term

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until September 30, 2018, unless sooner terminated due to lack of funds.

Section 5. Termination

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 of performance.

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. Notwithstanding any provision to the contrary, if CAPCOG terminates this contract for unavailability of funds, CAPCOG will return a pro-rata balance to Williamson County within 30 days after the notice date, less the value of any deliverables submitted by the notice date.

Williamson County's funding obligations under this Agreement do not constitute a general obligation or indebtedness for which Williamson County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

Section 6. Limitation of Liability and Governmental Immunity

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

Section 7. Notice.

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.

Notice will be provided to the following persons or their successors:

Williamson County:
Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

CAPCOG: Betty Voights
Executive Director
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744

Section 8. County's Right to Audit

CAPCOG agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of CAPCOG which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CAPCOG agrees that County shall have access during normal working hours to all necessary CAPCOG facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give CAPCOG reasonable advance notice of intended audits.

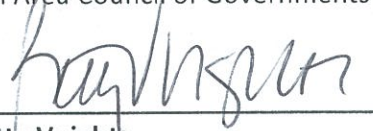
Section 9. Miscellaneous

Each individual signing this Agreement 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.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

Capital Area Council of Governments

By: 
Betty Voights
Executive Director

Date: 7-19-17

Williamson County, Texas

By: 
Dan A. Gattis,
County Judge

Date: 7-18-17

Exhibit A: CAPCOG Air Quality Program Scope of Work for Local Funding, July 2017 – September 2018

Task 1: Continuation of 2017 Ozone Season Monitoring

Under Task 1, CAPCOG will resume operation and maintenance activities at its eight continuous air monitoring stations (CAMS) through October 31, 2017. These include CAMS 601, 614, 684, 690, 1603, 1604, 1675, and 6602. Funding under this task will be used to pay for:

- Utilities;
- Preventative maintenance activities;
- At least one calibration;
- Equipment rental costs;
- Limited data validation activities;
- Incidental equipment repair costs and supply costs; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Data will continue to be reported to the Texas Commission on Environmental Quality's (TCEQ's) Leading Environmental Display System (LEADS) Monitoring stations will be prioritized based on CAPCOG's April 2014 ozone monitoring network review and optimization plan's rankings of the eight stations:¹

1. CAMS 690 (Georgetown)
2. CAMS 614 (Dripping Springs)
3. CAMS 6602 (Hutto)
4. CAMS 1675 (San Marcos)
5. CAMS 684 (Cedar Creek)
6. CAMS 1603 (Southwest Austin)
7. CAMS 1604 (Lockhart)
8. CAMS 601 (Fayette County)

Task 2: Staff Support for the Central Texas Clean Air Coalition

¹

CAPCOG http://www.capcog.org/documents/airquality/reports/2014_Monitoring_Network_Review_and_Optimization_Plan.pdf

This task involves ongoing staff support for the Central Texas Clean Air Coalition (CAC), the region's umbrella organization for air quality work coordinated among cities, counties, and other regional stakeholders, including private industry. This staff support includes research, analysis, and coordination of all air quality-related functions of the CAC.

Task 3: Prepare 2017 Advance Program Report

This task involves preparing CAPCOG's annual report to EPA as part of the region's participation in EPA's Advance Program. This report includes information on the region's air pollution levels, the implementation of emission reduction measures, and technical research completed in 2017. This report will include information collected from all participants in the region's air quality plan and will be submitted to the U.S. Environmental Protection Agency (EPA) as part of the region's participation in the Advance Program.

Task 4: Staff Work on New Advance Program Action Plan

This task involves staff work involved in the development of a new voluntary air quality Action Plan under EPA's Advance Program covering 1/1/2019 – 12/31/2023. This work could include some or all of the following activities:

- updating technical information regarding regional air pollution;
- developing goals, objectives, and performance metrics for the Action Plan;
- analysis of costs, benefits, and regulatory or logistical considerations for measures that could be implemented in the new Action Plan;
- analysis of the benefits of any multi-pollutant strategies that could be considered;
- working with existing CAC members to select new commitments as part of the Action Plan;
- recruiting new organizations to participate in the CAC; and
- drafting the text of the plan.

Task 5: 2017 Ozone Data Analysis Report

Under this task, CAPCOG will perform an analysis of the ozone and meteorological data collected in 2017 and comparison of these data to CAPCOG's Ozone "Conceptual Model" (which covers data collected in 2010-2015) and CAPCOG's 2016 Ozone Data Analysis Report.

Task 6: Outreach and Education Activities

This task involves direct air quality outreach and education activities carried out by CAPCOG between July 2018 and September 2018. This would involve maintaining the AirCentralTexas.org website and all social media accounts, conducting presentations and outreach events as well as developing content for all education materials, and reaching out to the general public regarding air quality issues.

Task 7: Other Air Quality Technical Activities

This task involves other air quality technical activities carried out by CAPCOG not otherwise described above. This may include analysis of emissions inventory data and reports, development of updated emissions inventory documentation, analysis of modeling and quality control data and reports.

Task 8: 2018 Ozone Season Monitoring

Under Task 8, CAPCOG will conduct operate ozone and meteorological monitoring at its eight continuous air monitoring stations (CAMS) from during the 2018 Ozone Season (March 1, 2018 – November 30, 2018). Funding will be used to pay for:

- Utilities;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental costs;
- Limited data validation activities;
- Incidental equipment repair costs and supply costs; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Task and Deliverable Summary

Table 1. Work Plan Task and Deliverable Summary

Task Number	Description	Deliverable	Due Date
1	Continuation of 2017 Ozone Season Monitoring	2017 Monitoring Report	12/15/2017
2	Staff Support for the Central Texas Clean Air Coalition	Report on CAPCOG Support to the CAC	10/31/2018
3	Prepare 2017 Advance Program Report	2017 Advance Program Report	7/31/2018
4	Staff Work on New Advance Program Action Plan	Report on CAPCOG Work on New Advance Program Action Plan	10/31/2018
5	2017 Ozone Data Analysis Report	2017 Air Quality Data Analysis Report	8/31/2018
6	Outreach and Education Activities	Air Quality Outreach and Education Report	10/31/2018
7	Other Air Quality Technical Activities	Air Quality Technical Activities Report	10/31/2018
8	2018 Ozone Season Monitoring	2018 Monitoring Report	12/15/2018
TOTAL	n/a	n/a	n/a

