

RESOLUTION NO. R-2022-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP AND THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) FOR THE CHESTNUT STREET / SL 150 MULTIMODAL CORRIDOR STUDY, WITH A PARTICIPATING MATCH OF \$50,000 FROM THE CITY, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"), provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and for the mutual benefit of the parties; and

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 the lead agency for the region's Metropolitan Planning process; and

WHEREAS, the Metropolitan Planning process addresses requirements under state and Federal law that promote efficient system management and operation; and

WHEREAS, CAMPO's planning process is a multimodal approach to addressing congestion and transportation needs; and uses comprehensive planning to ensure the regional nature of their planning work is locally driven; and

WHEREAS, CAMPO's planning process translates federal and state transportation guidelines into actions that are consistent and appropriate for our region's and local communities' context; and

WHEREAS, Chestnut Street is the primary spine of traffic moving west and east through central Bastrop and parallel to SH 71 / 21, with more than 18,000 vehicles accessing it daily, a figure which is expected to grow with the City's expanding population, the growth of downtown Bastrop, and mobility issues that impede the potential growth and further development of this corridor as planned in the City's 2036 Comprehensive Plan and Transportation Master Plan; and

WHEREAS, the City wishes to partner with CAMPO to complete a study of Chestnut Street / SL 150, to address the historic and emerging mobility and economic development issues along this corridor, and recommend projects and implementation plans that enhance multi-modal transportation, safety, mobility and connectivity, enhance economic development potential, and establishes the area as a premier gateway into Bastrop ("Chestnut Street / SL 150 Multimodal Corridor Study"); and

WHEREAS, CAMPO will pay an amount not to exceed \$250,000 or 83% of the total project costs of \$300,000 to cover planning services and the City will remit to CAMPO \$50,000, or 17% of the \$300,000 total project cost as the local match for this study, within thirty (30) days of the effective date of this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute an Interlocal Agreement for the Chestnut Street/SL 150 Multimodal Corridor Study, and as attached in Exhibit A.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 20th day of September, 2022.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO)
AND
CITY OF BASTROP
FOR
CHESTNUT STREET / SL 150 MULTIMODAL CORRIDOR STUDY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION, a **metropolitan planning organization**, (“CAMPO”) and the CITY OF BASTROP, a **Texas Home Rule Municipal Corporation in Bastrop County**, (“the City”) pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, *Texas Government Code*.

WHEREAS, the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 (the “Act”), provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and for the mutual benefit of the parties; and

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 the lead agency for the region’s Metropolitan Planning process; and

WHEREAS, the Metropolitan Planning process addresses requirements under state and Federal law that promote efficient system management and operation; and

WHEREAS, CAMPO’s planning process is a multimodal approach to addressing congestion and transportation needs; and uses comprehensive planning to ensure the regional nature of their planning work is locally driven; and

WHEREAS, CAMPO’s planning process translates federal and state transportation guidelines into actions that are consistent and appropriate for our region’s and local communities’ context; and

WHEREAS, Chestnut Street is the primary spine of traffic moving west and east through central Bastrop and parallel to SH 71 / 21, with more than 18,000 vehicles accessing it daily, a figure which is expected to grow with the City’s expanding population, the growth of downtown Bastrop, and mobility issues that impede the potential growth and further development of this corridor as planned in the City’s 2036 Comprehensive Plan and Transportation Master Plan; and

WHEREAS, the City wishes to partner with CAMPO to complete a study of Chestnut Street / SL 150, to address the historic and emerging mobility and economic development issues along this corridor, and recommend projects and implementation plans that enhance multi-modal transportation, safety, mobility and connectivity, enhance economic development potential, and

establishes the area as a premier gateway into Bastrop (“Chestnut Street / SL 150 Multimodal Corridor Study”).

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

I. PAYMENT

CAMPO’s and the City’s payment obligations are payable only and solely from funds appropriated by the City Council of the City of Bastrop and the CAMPO Transportation Policy Board, respectively (“Appropriated funds”) and available for the purpose of this purchase. The absence of appropriated funds or other lawfully available funds shall render this Agreement null and void to the extent funds are not appropriated or available. Within 45 days of the adoption of the City’s annual budget or CAMPO’s Unified Planning Work Program, the applicable party shall provide the other party written notice of the failure of the party’s governing body to make adequate appropriation for any fiscal year to pay for the amounts due under this Agreement, or the reduction of any appropriation to an amount insufficient to permit the applicable party to pay its obligation under this Agreement.

II. OBLIGATIONS OF CAMPO

- A. CAMPO shall support the inclusion of the City’s 2036 Comprehensive Plan, including the Transportation Master Plan, Bastrop Building Block (B3) Code, as part of the Chestnut Street / SL 150 Multimodal Corridor Study.
- B. CAMPO agrees to actively work with the City of Bastrop in the development of the Chestnut Street / SL 150 Multimodal Corridor Study.
- C. CAMPO will form a steering committee that includes the City, TXDOT and other stakeholders to guide the planning process of the Chestnut Street / SL 150 Multimodal Corridor Study.
- D. CAMPO will manage all phases of development and administration of a consultant contract, including, but not limited to, procurement, contract execution, review and approval of deliverables, enforcement of contract terms and conditions, payment of invoices, and contract close-out. CAMPO will actively engage and partner with the City throughout the process to ensure that the final plan meets the needs of the City and the goals of the City’s 2036 Comprehensive Plan.
- E. CAMPO will coordinate with the City of Bastrop on any proposed and/or necessary changes to the Project Schedule, Public Participation Plan, and other related documents, prior to approval.
- F. CAMPO will ensure significant community outreach is completed during the project and will ensure the City Council is presented information on the study during a minimum of three City Council Meetings.

G. CAMPO will pay an amount not to exceed \$250,000 to cover planning services.

III. OBLIGATIONS OF THE CITY

- A. The City will actively work with CAMPO in the development of the Chestnut Street / SL 150 Multimodal Corridor Study.
- B. The City will remit to CAMPO \$50,000 as the local match for this study within thirty (30) days of the effective date of this Agreement.
- C. The City will participate in the consultant selection process and the planning process of the Chestnut Street / SL 150 Multimodal Corridor Study.
- D. Upon completion of the Chestnut Street / SL 150 Multimodal Corridor Study, the City will track and report to CAMPO on plan implementation activity such as transportation investments, new development projects, public and private dollars invested, new policies established or amended, etc.
- E. The City will present the Chestnut Street / SL 150 Multimodal Corridor Study to its local decision making bodies for review and possible adoption and implementation.

IV. TERM AND TERMINATION

- A. This Agreement is effective on the date of the last party to sign. The Agreement expires on **April 30, 2024**. If this Agreement is not terminated as provided for herein, the Parties shall have the option to renew this Agreement with thirty (30) days' notice to the other Party for a term of one (1) year, beginning on May 1, 2024, and ending on April 30, 2025.
- 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: Ashby Johnson
Executive Director
CAMPO
3300 N. Interstate 35, Suite 630
Austin, Texas 78705

with a copy to: Nicholas Samuel
Senior Regional Planner
CAMPO
3300 N. Interstate 35, Suite 630
Austin, Texas 78705

If to the City: Jennifer Bills, AICP, LEED AP
Director of Planning & Development
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

with a copy to: Alan Bojorquez
Bastrop City Attorney
Bojorquez Law Firm, PC
11675 Jollyville Rd, Ste 300
Austin, Texas 78759

V. RESTRICTION ON LOBBYING

In accordance with 31 USC Section 1352, CAMPO and the City hereby certify that no Federal appropriated funds have been or will be paid by or on behalf of CAMPO and/or the City 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 the City shall complete and submit standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. CAMPO and/or the City 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 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.

VI. INSPECTION OF WORK AND RETENTION OF DOCUMENTS

- A. CAMPO 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 the City, shall be maintained for at least four (4) years after CAMPO and/or the City makes payment under this Agreement or the termination or expiration of this Agreement.

VII. 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. No officer, employee, independent consultant, or elected official of either party who is involved in the development, evaluation, or decision-making process of the performance of any procurement related to this Agreement shall have a financial interest, direct or indirect, in the Agreement resulting from the procurement.

VIII. LEGAL CONSTRUCTION

If any of the provisions contained in this Agreement are for any reason 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.

IX. LAW AND VENUE

The laws of the State of Texas govern all matters arising out of this Agreement, and venue shall lie in the state courts of Travis County, Texas. The parties acknowledge and agree that each party shall be responsible for any attorney's fees incurred by that party relating to this Agreement

X. NON-DISCRIMINATION

It is mutually agreed that all parties hereto are 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).

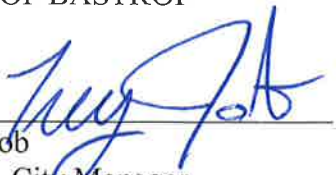
XI. INTERPRETATION OF LAWS AND AUTHORITIES

CAMPO is responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of the contract work.

XII. 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 the City. 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

CITY OF BASTROP

By: 
Trey Job
Acting City Manager

Date: 9-21-22

CAPITAL AREA METROPOLITAN
PLANNING ORGANIZATION

By: 
Ashby Johnson,
Executive Director

Date: 10-17-22


ATTEST:

By: 
Ann Franklin
City Secretary

By: _____

Title: _____

Approved as to form only:

By: 
Alan Bojorquez
City Attorney