

ORDINANCE 2021-04-29-0290

AUTHORIZING EXECUTION OF AN ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), ACCEPTING GRANT REIMBURSEMENT IN THE ESTIMATED AMOUNT NOT TO EXCEED \$216,000.00 FROM TXDOT FOR NON-CONSTRUCTION RELATED EXPENSES AND AUTHORIZES PAYMENT IN AN AMOUNT NOT TO EXCEED \$1,512.00 TO TXDOT FOR ADMINISTRATIVE OVERSIGHT OF FEDERAL FUNDS AND AUTHORIZING THE APPROPRIATION IN AN AMOUNT NOT TO EXCEED \$54,000.00 CONSTITUTING THE 20% LOCAL MATCH FOR THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) CLEAN AIR EDUCATIONAL OUTREACH PROGRAM.

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WHEREAS, the Congestion Mitigation and Air Quality Improvement (CMAQ) Clean Air Educational Outreach Program will improve air quality by implementing local educational outreach programs related to the benefits of vehicle electrification and gas cap replacement; and

WHEREAS, THE CMAQ Clean Air Educational Outreach Program was selected for funding through the Alamo Area Metropolitan Planning Organization (AAMPO) Transportation Improvement Program (TIP); and

WHEREAS, CMAQ Clean Air Education Outreach Program will provide for the implementation of educational outreach and engagement regarding ground-level ozone attainment and greenhouse gas reductions in relation Electric Vehicles San Antonio (EV-SA) Campaign and the Gas Cap Replacement project sustainability initiatives; and

WHEREAS, this agreement will allow the program costs to qualify for federal cost-sharing reimbursement up to the federally approved amount for a Local Government (LG) project which are managed by City but receive federal funds administered through TxDOT; and

WHEREAS, as a requirement of the TIP, the local agency is responsible for 20% of the non-construction costs with the remaining 80% being provided federally through TxDOT; and

WHEREAS, the required local match in the total amount of \$54,000.00 and the associated administrative oversight costs in an amount not to exceed \$1,512.00 will be the City of San Antonio's responsibility; and

WHEREAS, this Ordinance authorizes the execution of an Advanced Funding Agreement between the City of San Antonio and TxDOT, accepting grant reimbursement in the estimated amount not to exceed \$216,000.00 in federal funds allocated to the City from TxDOT as a federal pass-through grant associated with costs for the CMAQ Clean Air Educational Outreach

Program and authorizes payment in the amount not to exceed \$1,512.00 to TxDOT for administrative oversight of federal funds; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee, or the Director of the Transportation and Capital Improvements Department or designee, is authorized to execute an Advance Funding Agreement between the City of San Antonio and Texas Department of Transportation (TxDOT) and accept grant funding in the amount up to \$216,000.00 for the Congestion Mitigation and Air Quality Improvement (CMAQ) Clean Air Education Outreach Program. This ordinance authorizes payment in the amount not to exceed \$1,512.00 to TxDOT for administrative oversight of federal funds; the appropriation of \$54,000.00 to fund the required local match and amends the FY 2021 - FY 2026 Capital Improvement Program. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager or designee, or the Public Works Department Director or designee, is further authorized to execute any and all necessary documents to effectuate said agreement and acceptance.

SECTION 3. Upon acceptance of this award, a new fund and internal order number will be created, upon which the award amount up to \$216,000.00 will be appropriated from TxDOT, and a cash match of \$30,000.00 in Public Works Operation General Funds and \$24,000.00 in Transportation Operation General Funds will be appropriated for a total of \$270,000.00.

SECTION 4. Upon Acceptance of this \$216,000.00 award and appropriation to New TXDOT Fund, IO 14600000xxxx entitled Transfer to 46-00004-90-06-01, SAP GL account 6102100 Interfund Transfer Out, the amount of \$ 216,000.00 is authorized to be transferred to fund 40099000.

SECTION 5. The amount of \$30,000.00 is appropriated in SAP Fund 11001000 General Fund, Business Area 4600, IO 390000002583 entitled Transfer to 14600000xxxx(City Match), SAP GL account 6102100 -Transfer out. The amount of \$30,000.00 is authorized to be transferred to SAP Fund New TXDOT Fund.

SECTION 6. The amount of \$24,000.00 is appropriated in SAP Fund 11001000 General Fund, Business Area 2300, IO 390000002432 entitled Transfer to 14600000xxxx(City Match), SAP GL account 6102100 -Transfer out. The amount of \$30,000.00 is authorized to be transferred to SAP Fund New TXDOT Fund.

SECTION 7. The amount of \$54,000.00 is appropriated in SAP Fund New TXDOT Fund, IO 14600000xxxx entitled Transfer to 46-00004-90-06-2, SAP GL account 6102100 -Transfer out. The amount of \$54,000.00 is authorized to be transferred to SAP Fund 40099000.

SECTION 8. The budget in SAP Fund 40099000 Other Capital Projects, SAP Project Definition 46-0004 CMAQ - Clean Air Educational Outreach, shall be revised by increasing WBS 46-00004-90-06-1 entitled Trf fr I/O 14600000xxxx, SAP GL account 6101100 Transfer

in, by the amount of \$216,000.00 and by increasing WBS 46-00004-90-06-02 entitled Trf fr I/O 14600000xxxx(City Match), SAP GL account 6101100 Transfer in, by the amount of \$54,000.00.

SECTION 9. The budget in SAP Fund 40099000 Other Capital Projects, SAP Project Definition 46-0004 CMAQ - Clean Air Educational Outreach, shall be revised by increasing the WBS Elements and GL Accounts by the amounts in the table below for a total increase in the amount of \$270,000.00.

WBS	WBS NAME	GL	GL NAME	Increase (Decrease)
46-00004-01-02-01	Design-City	5201170	Engineering Fees	\$54,000.00
46-00004-01-02-09	Design-TxDOT	5201270	CP Othr-Eng. Fees	216,000.00
TOTAL				\$270,000.00

SECTION 10. Funding in the amount of \$1,512.00 for this ordinance for administrative oversight is available in Fund 4600004, Cost Center 4601010001 and General Ledger 5201040.

SECTION 11. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 12. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED and APPROVED this 29th day of April, 2021.


M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

April 29, 2021

Item: 24

File Number: 21-2397

Enactment Number:

2021-04-29-0290

Ordinance approving an Advanced Funding Agreement with the Texas Department of Transportation, accepting grant reimbursement in the estimated amount not to exceed \$216,000.00 from TxDOT for non-construction related expenses and approving payment in the amount not to exceed \$1,512.00 to TxDOT for administrative oversight of federal funds. In accepting these funds, the City agrees to Local Government participation in the amount of \$54,000.00, constituting a 20% local match for the Congestion Mitigation and Air Quality (CMAQ) Clean Air Educational Outreach Program. Funds are available from the FY 2021 Public Works General Fund and Transportation General Fund budget to fund the required local match and associated administrative oversight costs. [Roderick Sanchez, Assistant City Manager; Tomika Monterville, Director, Transportation]

Councilmember John Courage made a motion to approve. Councilmember Ana E. Sandoval seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

LR
04/29/2021
Item No. 24

ATTACHMENT I

TxDOT:		Federal Highway Administration:	
CSJ #	0915-12-670, 0915-12-677, 0915-12-683	CFDA No.	20.205
District #	SAT (15)	CFDA Title	Highway Planning and Construction
Code Chart 64 #	37450		
Project Name	Clean Air Educational Outreach	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**NON-CONSTRUCTION
ADVANCE FUNDING AGREEMENT
For A**

Congestion Mitigation and Air Quality Improvement (CMAQ)- Clean Air Program

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation**, called the “State”, and the **City of San Antonio**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

BACKGROUND

Federal law establishes federally funded programs for transportation improvements to implement its public purposes, including the CMAQ 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 has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects.

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, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (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 March 31, 2025.

2. Scope of Work

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

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3. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate (Attachment C), which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before 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" and retains qualification in accordance with applicable TxDOT procedures. Upon request, 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 continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally 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 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- 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 budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding and the periodic payment schedule, when periodic payments have been approved by the State.
- F. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, Attachment C reflects those adjustments.
- 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" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided

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by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

- H. The State will not pay interest on any funds provided by the Local Government.
- I. 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.
- J. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- K. 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.
- L. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

4. Termination of This Agreement

This Agreement may be terminated:

- A. By written mutual consent of the parties;
- B. By one party because of a material breach by the other party, in which case any costs incurred because of the breach shall be paid by the breaching party;
- 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;
- D. By the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. If the Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

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5. Amendments

Amendments to this Agreement shall be in writing and shall be executed by both of the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement 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:

Local Government:	State:
City of San Antonio ATTN: Director of Public Works PO Box 839966 San Antonio, TX 78283	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 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.

Invoicing, payment, and project inquiries should be sent to the following address:

Texas Department of Transportation
ATTN: Director of Transportation Planning & Development
4615 NW Loop 410
San Antonio, TX 78229-5126

8. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its employees, representatives, and agents.

10. Ownership of Documents

TxDOT:		Federal Highway Administration:	
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Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

11. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

12. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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 to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. When required by state or federal statute or regulation, the State must pre-approve the Local Government's procurement procedures for purchases to be eligible for reimbursement with state or federal funds.

15. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and 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

The parties to this Agreement are responsible for the following:

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- A. Compliance with Regulations: Both parties 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 Agreement, 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 Agreement 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 Agreement 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 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 FHWA, 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 Agreement, 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 Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, 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.

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17. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, 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, (42 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 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.).

18. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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- 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 incorporate into its contracts with subproviders 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 submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government 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.
- 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 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.*

19. Debarment Certifications

If federal funds are used, 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

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otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

20. Lobbying Certification

If federal funds are used, 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 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.

21. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- 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/>

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2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five 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.

22. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 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 by email at 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 _____."
- 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.

23. Signatory Warranty

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

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Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

Date

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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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ATTACHMENT B SCOPE OF WORK

Program 1: EV-SA Campaign

Focusing on the triple bottom line of environment, economy, and equity, the established EV-SA branded public information campaign has been used as a platform to educate and engage with the San Antonio community on topics surrounding electric vehicles. This initiative supports goals in San Antonio’s Ozone Attainment Master Plan and Climate Action and Adaptation Plan to advance clean and efficient transportation technology. Through EV-SA, the Office of Sustainability shall increase the number of electric vehicles in San Antonio through engagement and education.

The Local Government shall be responsible for the following tasks:

1. Procure Consultant

- a. The Local Government shall procure a consultant for engagement, education, reporting and outreach services

Deliverables:

- The Local Government shall obtain the State's approval of all Program solicitation and evaluation materials and guidelines at least 30 days before Program solicitation.
- The Local Government shall deliver the finalized contract to the State no later than 90 days after the notice to proceed.

2. Program Implementation and Oversight

- a. The Local Government, in cooperation with the hired consultant, shall coordinate and administer the Program, including oversight and implementation of the EV-SA Campaign and overall grant management, program reporting and analysis, and Program review activities, to determine Program effectiveness.
- b. The Local Government, in cooperation with the hired consultant, shall develop a project management plan to assist the program with implementation and oversight.
- c. The Local Government, in cooperation with the hired consultant, shall perform grant management activities including invoice review, budget monitoring, and compliance review activities.
- d. The Local Government, in cooperation with the hired consultant, shall perform program coordination, marketing, and outreach. The local government shall

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coordinate and execute a series of outreach events, such as meetings, festivals, and individual or group presentations including:

- i. A minimum of 4 outreach events
- ii. A minimum of 10 meetings with agencies, organizations, dealerships, and stakeholders
- e. The Local Government, in cooperation with the hired consultant, shall regularly update the information on all outreach events (target events, meetings, presentations, and trainings) to include meeting locations, dates, estimated number of attendees, and presence of local government staff.

Deliverables:

- The Local Government shall provide reports to the State every month through email. The reports will contain the following information:
 - Marketing and outreach activities conducted by the local government in support of the promotion and operation of the program within the City. A minimum of fourteen (14) activities shall be conducted during the agreement period. Marketing and outreach activities shall be in the form of meetings, festivals, individual or group presentations, or any other activity intended to increase awareness of the Program.
 - Significant challenges encountered and their resolution.
- The Local Government shall submit a final report the Program no later than 90 days after program completion.

Program 2: Gas Cap Replacement Program

The City of San Antonio’s Automotive Gas Cap Testing and Replacement project focuses on educating San Antonio residents on the importance and impacts of a functioning gas cap through testing and replacement. The Gas Cap Testing and Replacement project was chosen because it will provide the City of San Antonio with ground-level ozone reducing benefits. The project will focus on reducing ozone-forming emissions of volatile organic compounds (VOCs) found in gasoline by replacing faulty gas caps. A key objective of the project will be to educate the public on the adverse health conditions caused by ground-level ozone and ways to prevent ozone-forming emissions.

The Local Government shall be responsible for the following tasks:

Program Implementation and Outreach

- a. The Local Government shall perform implementation and outreach activities in support of the Gas Cap Replacement Program including development of program

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qualification eligibility, outreach to agency and organization partners, and outreach to recruit volunteers.

- b. The Local Government shall procure testing equipment and supplies, provide volunteer training, and develop an event calendar.
- c. The Local Government shall coordinate gas cap replacement events and capture event participant information.
- d. Provide monthly reports to the State in an electronic format.

Deliverables:

- The Local Government shall provide the following to the State no later than 90 days after costs are incurred and shall document. Provide a copy of the program outreach materials, emissions scoring criteria, and a timeline for conducting events within 30 days of completion of the documentation.
- Provide a copy of the volunteer application and requirements at within 30 days of completion of the documentation.
- Obtain the State's approval of all equipment and supplies at least 10 days before purchase.
- Provide a report to the State detailing outreach efforts, obtained partnerships, volunteers, equipment testing, volunteer training, procurement and inventory of supplies and equipment, gas cap replacements, and event participant information occurring in the reporting period and total to date. Discuss problems encountered, and work planned for the next month.
- The Local Government shall submit a final report to the State within 90 days of program completion.

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ATTACHMENT C PROJECT BUDGET ESTIMATE

For those costs, as shown in table below, that are to be allocated based on 80% Federal funding and 20% Local Government funding, when the federal funding reaches the maximum obligated amount, the Local Government will then be responsible for project completion in a timely manner with no additional State or Federal funding and without decreasing the scope and/or terms of the work of the Project.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Clean Air Outreach FY 2020 (by Local Government) (0915-12-670)	\$90,000	80%	\$72,000	0%	\$0	20%	\$18,000
Clean Air Outreach FY 2021 (by Local Government) (0915-12-677)	\$90,000	80%	\$72,000	0%	\$0	20%	\$18,000
Clean Air Outreach FY 2022 (by Local Government) (0915-12-683)	\$90,000	80%	\$72,000	0%	\$0	20%	\$18,000
Direct State Costs (0.56%)	\$1,512	0%	\$0	0%	\$0	100%	\$1,512
Indirect State Costs (4.52%)	\$1,342	0%	\$0	100%	\$1,342	0%	\$0
Subtotal	\$272,854		\$216,000		\$1,342		\$55,512

The Local Government shall pay the State the total amount of **\$1,512** and shall remit the payment to the State no later than 30 days following the execution of this Agreement. This is an estimate. The final amount of Local Government participation will be based on actual costs.