

ORDINANCE 2021-06-17-0483

AUTHORIZING EXECUTION OF A FUNDING AGREEMENT FOR A WATER QUALITY DEMOSNTRATION PROJECT UNDER THE PROPOSITION 1 EDWARDS AQUIFER PROTECTION PROGRAM WITH UNIVERSITY OF TEXAS AT SAN ANTONIO IN AN AMOUNT NOT TO EXCEED \$619,656.00 FOR A THREE (3) YEAR TERM. FUNDING FOR THIS PROJECT IS AVAILABLE FROM THE 2015 SALES TAX VENUE FUND INCLUDED IN THE ADOPTED FY 2021 - 2026 CAPITAL IMPROVEMENT PROGRAM.

* * * * *

WHEREAS, in May 2015, voters renewed for the third time the Proposition 1 Edwards Aquifer Protection Program, funded through a portion of a 1/8-cent sales tax in the amount of \$100 million; previous elections set the initiative at \$90 million and included Edwards Aquifer protection efforts beyond Bexar County; the current voter-approved program includes \$10 million dedicated for aquifer water quality projects within urbanized areas of Bexar County over the Recharge and Contributing Zones of the Edwards Aquifer; and

WHEREAS, these projects have come to be known as “demonstration projects” which the San Antonio River Authority (SARA) serves as project manager; SARA created a Technical Advisory Committee (TAC), comprised of key industry experts, City staff, and representatives from both the development and conservation communities, for the purpose of evaluating and scoring project submittals; and

WHEREAS, to date, ten (10) projects have been approved by City Council and funded; a solicitation ran from September through December 2020 which yielded six (6) demonstration project submissions and one project submitted by University of Texas at San Antonio (UTSA Demonstration Project) is recommended for consideration under the Research/Data category and received endorsement for recommendation to City Council by the Conservation Advisory Board in February 2021; and

WHEREAS, the UTSA Demonstration Project which was selected for the Research/Data category will execute a comprehensive water quality monitoring plan that assesses impacts of Best Management Practices (BMP) maintenance on sand filters, cartridge filters, and hydrodynamic separators; and

WHEREAS, if approved, the proposed three-year, \$619,656.00 Funding Agreement with UTSA will commence on September 1, 2021 and terminate on August 30, 2024; **NOW THEREFORE:**

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

SECTION 1. The City Manager or designee is hereby authorized to execute a funding agreement with UTSA in an amount not to exceed \$619,656.00 for a water quality demonstration project for

the Edwards Aquifer Protection Program, a Proposition 1 Edwards Aquifer Protection Sales Tax Funded Project, in a form substantially similar to **Attachment I**.

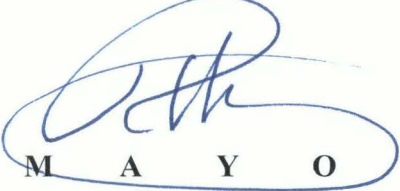
SECTION 2. Payment is authorized to be encumbered and made payable to University of Texas at San Antonio in an amount not to exceed \$619,656.00 through a funding agreement for a three-year term for a water quality demonstration project. Payment is in support of the Edwards Aquifer Land Acquisitions Conservation Easement Proposition 1 Edwards Aquifer Protection Program Project, using Fund 40099000, with the WBS Element 26-00638-05-13 and GL Account 5201040. Funding is provided by the Edwards Aquifer 2015 Fund and the Linear Parks 2015 Fund and is in the FY2021-FY2026 CIP Budget.

Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.


SECTION 3. 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 Fund Numbers, Project Definitions, WBS Elements, Internal Orders, Fund Centers, Cost Centers, Functional Areas, Funds Reservation Document Numbers, and GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.


PASSED AND APPROVED this 17th day of June, 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

June 17, 2021

Item: 41

File Number: 21-3985

Enactment Number:

2021-06-17-0483

Ordinance approving a Funding Agreement for a water quality demonstration project under the Proposition 1 Edwards Aquifer Protection Program with University of Texas at San Antonio in an amount not to exceed \$619,656.00 for a three year term. Funding for this project is available from the 2015 Sales Tax Venue Fund included in the adopted FY 2021 – 2026 Capital Improvement Program. [David W. McCary, CPM, Assistant City Manager; Homer Garcia III, Director, Parks and Recreation]

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

Aye: 10 Nirenberg, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,
Cabello Havrda, Sandoval, Pelaez, Courage and Perry

Abstain: 1 Bravo

VS
6/17/2021
Item No. 41

ATTACHMENT I

Attachment I

Funding Agreement for Best Management Practices (BMP) Maintenance Requirements to Ensure Protection of Edwards Aquifer Water Quality under the Proposition 1 Edwards Aquifer Protection Projects within Urbanized Areas of Bexar County's Recharge and Contributing Zones Program

This Proposition 1 Edwards Aquifer Protection Projects within Urbanized Areas of Bexar County's Recharge and Contributing Zones Funding Agreement (Funding Agreement) is between the City of San Antonio (City), the San Antonio River Authority (River Authority), and The University of Texas at San Antonio (Funding Recipient), an agency of the State of Texas and Member Institution of The University of Texas System, collectively the "Parties." The Parties understand and agree that this Funding Agreement documents the roles and responsibilities of each of the Parties in the City's Proposition 1 Edwards Aquifer Protection Projects within Urbanized Areas of Bexar County's Recharge and Contributing Zones Program (Program). The Parties agree to comply with the terms of this Funding Agreement (Agreement).

Background

Proposition 1, the Edwards Aquifer Protection Venue Project, authorizes the City to continue the voter-approved watershed and preservation project initiated in 2000 and continued in 2005, 2010, and 2015. A 1/8 cent sales tax is projected to collect \$100 million for this project. Of the \$100 million projected to be collected pursuant to the 2015 authorization, \$90 million will continue to be used toward the purchase of conservation easements and acquisition of real estate interests over the sensitive recharge and contributing zones of the aquifer. The remaining \$10 million is dedicated for Program-funded projects that will protect and improve Edwards Aquifer water quality. The City entered an Interlocal Agreement with the River Authority for the implementation of the Edwards Aquifer and Watershed Protection Program, which outlines River Authority's role as Project Manager. The Funding Recipient's Best Management Practices (BMP) Maintenance Requirements to Ensure Protection of Edwards Aquifer Water Quality (Project) has received both Conservation Advisory Board (CAB) and City of San Antonio City Council (Council) funding approval and is the subject of this Agreement. Through study of sand filter basins, hydrodynamic separators, and cartridge filters, which are three of the most commonly-used BMPs in the Edwards Contributing Zone, the primary Project goals are

1. to identify and assess the differences between the three BMPs in treating pollutants,
2. to identify and assess the performance differences for each BMP before and after maintenance, and
3. to perform a life cycle analysis to interpret the significance of the results on each BMP's
 - a. treatment efficacy,
 - b. costs, and
 - c. waste streams.

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Funding

The City has authorized and will contribute \$619,656 for the Project. The funding amount is documented by the detailed information in Exhibit A. All Parties acknowledge and agree that \$619,656 is the full amount authorized by this Funding Agreement, and no additional funds will be claimed by the Funding Recipient, unless this amount is modified through an amendment executed by all Parties.

Agreement Term

This Agreement shall be effective as of September 1, 2021 (the "Effective Date") through and including August 31, 2024 (the "Term"). The Parties may extend this Agreement for a mutually agreeable period.

Limitations (as applicable)

A potential limiting factor for the Project is the unpredictability of rain events. A minimum of five pre- and five post-maintenance storm water events is required to be collected under the Project, and a prolonged drought could affect the project schedule. In addition, schedule conflicts may arise due to the on-going COVID-19 pandemic. If delays occur because of drought or the pandemic, the Parties will work together in good faith to revise the scope of the Project to achieve the Project objectives, adjust the Project Schedule, and, if there are budget implications, will revise the budget accordingly. The revised scope and budget will require approval of all the Parties. If the revised scope and budget are not approved by all Parties, any of the Parties may elect to terminate this Agreement, and the Parties shall have no further obligations to each other, except for those rights and obligations accrued by the Parties prior to the termination.

City of San Antonio Acknowledges and Agrees

1. Funding Recipient will be responsible for the work to be conducted under the Program.
2. River Authority will serve as project manager and administrator of the Program.
3. Funding Recipient will submit quarterly invoices for payment directly to City in accordance with the invoice submission schedule attached as Exhibit B, with a copy sent concurrently to River Authority, to the following addresses:

City of San Antonio
Phillip Covington
Special Projects Manager
Edwards Aquifer Protection Program
Parks and Recreation Department
PO Box 839966
San Antonio, Texas 78283
(210) 207-3003
phillip.covington@sanantonio.gov

San Antonio River Authority
Karen Bishop
Senior Supervisor
Sustainable Infrastructure Unit
100 E. Guenther
San Antonio, Texas 78204
(210) 302-3642
kbishop@sariverauthority.org

4. Funding under this Agreement will be paid on a cost reimbursable basis. City of San Antonio shall make payments directly to the Funding Recipient for its actual costs incurred for the performance of project, after River Authority verification of satisfactory

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performance of work and River Authority's receipt of invoice for said work with supporting documentation. For avoidance of doubt, satisfactory performance means work conducted in accordance with the statement of work contemplated under this Agreement, through the completion of Funding Recipient's project schedule, attached as Exhibit C.

City of San Antonio will make payment to "The University of Texas at San Antonio", referencing Principal Investigator, Dr. Drew W. Johnson, and the BMP Maintenance Requirements to Ensure Protection of Edwards Aquifer Water Quality Project will be made to the following address:

The University of Texas at San Antonio
Grants and Contracts Financial Services (GCFS)
One UTSA Circle
San Antonio, TX 78249

River Authority Acknowledges and Agrees

1. River Authority will serve as project manager and administrator of the Program.
2. River Authority is responsible to the City to ensure quality and timely implementation of Project components and future monitoring of aquifer protection and improvement projects funded through the Program.
3. River Authority shall review and approve the Funding Recipient's Quality Assurance Project Plan (QAPP) in advance of the plan's implementation.
4. Upon receipt of invoices and appropriate supporting documentation, River Authority will coordinate payment to the Funding Recipient in a timely manner per Exhibits A and B.

Funding Recipient Acknowledges and Agrees

1. Work to be conducted by Funding Recipient will be under the direct supervision of Principal Investigator, Dr. Drew W. Johnson, an employee of the Funding Recipient.
2. Funding Recipient shall submit to River Authority for review, input, and approval a QAPP in advance of the start of monitoring.
3. The Project shall produce the following deliverables:
 - a. Monthly status reports noting progress as well as scope, budget, and/or timeline deviations.
 - b. Identification of BMPs included in Project by type, size, volume, and other relevant identifying characteristics.
 - c. Quality Assurance Project Plan (QAPP) documenting processes used in monitoring water quality of BMP effluent.
 - d. Incorporation of study findings into UTSA coursework, including Environmental Engineering, Water Resources Engineering, and Applied Hydrology and Hydrologic Simulation.
 - e. Storm water quality monitoring data reflecting BMP performance.
 - f. Preliminary and Final reports of findings related to BMP performance and maintenance.

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- g. Recommendations toward improved BMP performance and maintenance.
- 4. The Project shall answer the following questions:
 - a. How well do the Project BMPs perform before and after maintenance for the following parameters:
 - a. Oils and Grease
 - b. TOC
 - c. Flow
 - d. Total Nitrogen
 - e. Dissolved Nitrogen
 - f. Total Phosphorus
 - g. Dissolved Phosphorus
 - h. TSS, VSS
 - i. Coliforms, E coli
 - j. Trace Metals
 - i. Lead
 - ii. Zinc
 - iii. Copper
 - iv. Nickel
 - k. Dissolved Trace Metals
 - i. Lead
 - ii. Zinc
 - iii. Copper
 - iv. Nickel.
 - b. What is the recommended maintenance inspection timing for below-grade cartridge filter and hydrodynamic separator systems to ensure acceptable performance?
 - c. How well maintained are BMPs within the contributing zone?
 - d. What geographic factors govern and correlate with compliance issues, and what policy recommendations related thereto, if any, would ensure improved BMP performance?
 - e. What are the life-cycle costs and benefits of maintenance options for the Project BMPs?
- 5. The Project's major milestones are completion of the following:
 - a. Identifying BMPs for study and formalizing access (1st six months).
 - b. Completion of BMP maintenance Data Retrieval (project midpoint)
 - c. Performance of scheduled maintenance for the three BMPs (project midpoint)
 - d. Analysis physical, biological and chemical pollutants of runoff (year 3)
 - e. Public outreach and final report on best management practices (year 3).
- 6. The Project's major tasks are as follows:
 - a. Task 1: Identification of BMPs for monitoring
 - 1.1 Meetings with BMP owners
 - 1.2 Satisfying safety requirements for site access
 - 1.3 Establishment of routine site access

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- b. Task 2: Initial site assessment and instrumentation
 - 2.1 Purchasing of monitoring equipment and supplies
 - 2.2 Installation of monitoring equipment
 - c. Task 3: Assessment of maintenance status for BMPs in the contributing zone
 - 3.1 FOIA requests completed
 - 3.2 Mapping of BMPs type and locations
 - 3.3 Analysis of compliance issues with BMP type and location
 - d. Task 4: Water sample collection and analysis before BMP maintenance
 - 4.1 Precipitation event 1, BMP 1, BMP 2, BMP 3
 - 4.2 Precipitation event 2, BMP 1, BMP 2, BMP 3
 - 4.3 Precipitation event 3, BMP 1, BMP 2, BMP 3
 - 4.4 Precipitation event 4, BMP 1, BMP 2, BMP 3
 - 4.5 Precipitation event 5, BMP 1, BMP 2, BMP 3
 - e. Task 5: Scheduled BMP maintenance
 - 5.1 Selection of maintenance provider
 - 5.2 Maintenance of BMP 1
 - 5.3 Maintenance of BMP 2
 - 5.4 Maintenance of BMP 3
 - f. Task 6: Water sample collection and analysis after BMP maintenance
 - 6.1 Precipitation event 1, BMP 1, BMP 2, BMP 3
 - 6.2 Precipitation event 2, BMP 1, BMP 2, BMP 3
 - 6.3 Precipitation event 3, BMP 1, BMP 2, BMP 3
 - 6.4 Precipitation event 4, BMP 1, BMP 2, BMP 3
 - 6.5 Precipitation event 5, BMP 1, BMP 2, BMP 3
 - g. Task 7: Life cycle analysis
 - 7.1 Literature review and estimates of BMP initial costs
 - 7.2 Materials estimates for BMPs and greenhouse gas inventories
 - 7.3 Estimates and tracking of BMP maintenance costs
 - 7.4 Non-monetary benefit analysis for each BMP type
 - h. Task 8: Dissemination of Results
 - 8.1 Presentations to potential students during UTSA Roadrunner Days or other suitable events
 - 8.2 Incorporation of results into classroom lectures
 - 8.3 Conference paper submitted for presentation
 - 8.4 Peer review journal manuscript submitted for publication
 - 8.5 Outreach to local engineers
 - i. Task 9: Reporting
 - 9.1 Monthly Reports (36 total)
 - 9.2 Final Report with Recommendations
7. The City may withhold funding in whole or in part if milestones and/or major tasks are missed without providing City with appropriate notice and justification, and alternative plans and timeline. The City may also withhold funding if the project falls significantly

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- behind schedule. The exception to the preceding is in cases of force majeure. In either case, the City, River Authority, and Funding Recipient agree to first discuss in good faith any issues with the Project timeline to determine best course of action for the Project.
8. Funding Recipient has a sixty calendar-day grace period from agreed Project end date to complete the Final Report, subject to force majeure.
 9. Funding Recipient may request an extension in writing up to fifteen business days before the original project end date.
 10. Any decisions regarding the extension to the project end date shall be made by the River Authority in coordination with the City.
 11. The River Authority shall review and approve the Final Report in writing to verify the project has met the requirements under this Agreement prior to final payment.
 12. Funding Recipient is aware that presentations may be requested by the River Authority, the City, the CAB, San Antonio City Council, or other governing or advisory bodies associated with the Program.
 13. Funding Recipient agrees to be available for presentations and/or to provide materials for such presentations to the best of its ability.
 14. Funding Recipient shall acknowledge the City's support in any news releases or other publications relating to the work performed under this Funding Agreement.
 15. News releases or other publications must be sent to the River Authority for review *before* they are sent to any outside party. Failure to send any news or publication release to the River Authority for review shall not result in a breach of this Funding Agreement.
 16. Funding Recipient is aware that media interviews may be requested and/or coordinated by the City or the River Authority as a result of this project. Funding Recipient will reasonably cooperate to respond to these media requests.
 17. Funding Recipient grants the City and the River Authority, their representatives and employees the right to take photographs, videos, and other forms of media of the awarded Project.
 18. Funding Recipient authorizes the City and the River Authority, their assigns and transferees, to copyright, use and publish photographs, videos, and other forms of media in print and/or electronically that are produced by the City and/or the River Authority for this Project.
 19. Funding in the amount of \$619,656 shall be paid by the City to the Funding Recipient after River Authority verification of satisfactory performance of work in accordance with the funding schedule attached as Exhibit B and the completion of the Funding Recipient's project schedule, attached as Exhibit C.
 20. Funding Recipient warrants and represents that it will comply with all Federal, State and Local laws and regulations applicable to Funding Recipient's use of City Funds for this project. To the extent applicable, Funding Recipient agrees to abide by the following laws in its expenditures of City Funds:
 - a. Chapter 252 of the Texas Local Government Code, or other competitive contracting processes allowed for as express exceptions to Chapter 252.
 - b. Government Code chapter 2258 and Ordinance No. 71312 regarding Prevailing Wage Rate regulations required for certain contracts, including ensuring that its

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construction contractor shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid to all workmen. City has the right to audit certified payroll records as necessary in accordance with this Agreement. Upon audit of the records and certified payrolls under this section, should the City or its auditors find any violations, Funding Recipient shall cause its contractor to forfeit as a penalty to the City \$60.00 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any subcontractor. The establishment of prevailing wage rates in accordance with Chapter 2258, Texas Government Code shall not be construed to relieve Funding Recipient from its obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed under this Agreement.

21. For the term of this Agreement, at any time during normal business hours and as often as City may deem necessary, upon three-days written notice, Funding Recipient shall make all of its records pertaining to this Agreement available to City or any of its authorized representatives, and shall permit City or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.
22. Funding Recipient agrees and represents that it will cooperate with City and River Authority, at no charge to the City or River Authority, to satisfy, to the extent required by law, any and all requests for information received by City or River Authority under the Texas Public Information Act or related laws pertaining to this Agreement.
23. Funding Recipient shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of City. Any attempt at transfer, pledge or other assignment shall be *void ab initio* and shall confer no rights upon any third person.
24. Beginning the month after the project's commencement, Funding Recipient shall provide status reports to the City through the River Authority on the first Friday monthly. Said status report shall include project activity toward milestones in the prior month and shall note any changes to the schedule of deliverables, if any, including any delays in meeting major tasks, milestones, and deliverables. Photographs of activity at the six monitoring sites shall be provided in the reports.
25. In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.13 of the Texas Administrative Code (TAC), the Funding Recipient, shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules promulgated by the Texas Comptroller of Public Accounts (the "Texas Comptroller"), set forth in 34 TAC Sections 20.10-20.28, encourage the use of HUBs by implementing these policies through race-, ethnic- and gender-neutral means.

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No Third Party Rights

1. This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any person who is not a party hereto, unless otherwise expressly herein provided.
2. Nothing in this Agreement shall be deemed or construed by the Parties hereto, or any third party, to create the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto. It is understood and agreed that no provision contained herein, nor any acts of the Parties hereto, creates a relationship other than the relationship of independent contracting entities.

Publication and Academic Rights

Funding Recipient, including its Principal Investigator, has the right to publish or otherwise publicly disclose information gained in the course of the project under this Agreement. Funding Recipient will, however, submit any prepublication material to River Authority for City and River Authority's review and comment at least sixty (60) days prior to planned submission for publication. River Authority, in coordination with City, will notify Funding Recipient of any objections within thirty (30) days of receipt. Funding Recipient shall have final authority to determine the scope and content of any publications, subject to any objections for the protection of confidential information. Funding Recipient shall acknowledge the City's contribution, and describe in any publications, the scope and nature of City's contribution accurately and appropriately.

Ownership of Materials and Documents

Any and all drawings, documents or information in whatsoever form and character produced by Funding Recipient pursuant to the provisions of this Agreement is the joint property of Funding Recipient and City and either Party shall be allowed to make use of such material without requiring the approval of the other Party. Funding Recipient understands and acknowledges that as the joint owner of any and all writings, documents and information, City has the right to use all such writings, documents and information as the City desires, without restriction.

Equipment

Funding Recipient shall retain title to all equipment and structures purchased and/or fabricated by it with funds provided under this Agreement.

Liability

As government entities, Funding Recipient, River Authority and City hereby expressly acknowledge that they are governed by the Texas Tort Claims Act, which is located in Chapter 101 of the Texas Civil Practice and Remedies Code, and nothing in this Agreement shall be construed as a waiver by any of the Parties of any of the immunities and protections from liability included therein.

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Insurance

To the extent authorized by the Texas Constitution and the laws of the State of Texas, the Funding Recipient, at its own expense, shall provide and maintain, during the term of this Agreement, either insurance, with or without retention, or a self-insurance program. This insurance or self-insurance shall cover liability for property damage and personal injury associated with Funding Recipient's performance of work under this Agreement.

Notices

Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, or by a recognized overnight courier, address as follows:

In the case of City:	In the case of River Authority:	In the case of Funding Recipient: The University of Texas at San Antonio
Phillip Covington	Karen Bishop	Jessica C. Fernandez
Special Project Manager	Senior Supervisor	Sr. Director, Contracts and Industry Agreements
Edwards Aquifer Protection Program	Sustainable Infrastructure Unit	Division of Sponsored Project Administration, Contracts & Industry Agreements
Parks and Recreation Department	100 E. Guenther Street	One UTSA Circle
PO Box 839966	San Antonio, Texas 78204	San Antonio, Texas 78249
San Antonio, Texas 78283	(210) 302-3642	(210) 458-8575
(210) 207-3003	kbishop@sariverauthority.org	jessica.fernandez2@utsa.edu
phillip.covington@sanantonio.gov		

COMPLIANCE WITH SMALL, MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES POLICY, NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

Funding Recipient is hereby advised that it is the policy of the City of San Antonio that Small, Minority- or Woman-owned Business Enterprises (SMWBE) shall have the maximum practical opportunity to participate in the performance of public contracts. Funding Recipient further agrees that Funding Recipient will abide by all applicable terms and provisions of CITY's Non-Discrimination Policy, CITY's Small, Business Economic Development Advocacy (SBEDA) Policy and CITY's Equal Opportunity Affirmative Action Policy, these policies being available in CITY's Department of Economic Development, Division of Internal Review and the City Clerk's Office.

The City has applied the following contract-specific Affirmative Procurement Initiative to this contract: None (Waiver approved 4/12/2021).

Termination

The Parties, with or without cause, may elect to terminate this Agreement by providing sixty (60) days written notice to the other Parties. Termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the termination. Upon termination, City shall pay

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Funding Recipient for all reasonable expenses incurred, committed to be expended, and non-cancelable obligations as of the effective termination date. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

Amendment

Excluding the rights and obligation between City and River Authority outlined in their Interlocal Agreement for the implementation of the Edwards Aquifer and Watershed Protection Program entered into effectively on June 17, 2016, this Funding Agreement supersedes all prior agreements and understandings between the Parties regarding the Project and may only be changed by written amendment signed by all three of the Parties.

This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Texas.

**Funding Recipient: The University of
Texas at San Antonio**

Date: 04/14/2021

Signed by:

Sandra D. Garcia
Sandra D. Garcia, Ed.D.
Assistant Vice President for Sponsored
Project Administration

San Antonio River Authority

Date: 5-5-2021

Signed by:

[Signature]
Derek E. Boese, JD, RMP
General Manager
San Antonio River Authority

Approved as to form:

Allina Elkh
Director of Legal Services

City of San Antonio

Date: _____

Attest:

City Clerk

Date: _____

Signed by:

Homer Garcia III
Director, Parks and Recreation
City of San Antonio

Approved as to form:

City Attorney

Attachment I

Exhibit A

Project Budget

		Period 1	Period 2	Period 3	All
Start		5/1/2021	5/1/2022	5/1/2023	5/1/2021
End		4/30/2022	4/30/2023	4/30/2024	4/30/2024
Personnel	ubtotal	\$ 91,012	\$ 79,776	\$ 94,628	\$ 265,416
G401 G501 Salaries		\$ 79,889	\$ 70,361	\$ 82,991	\$ 233,241
G402 G503 Fringe Benefits		\$ 11,123	\$ 9,415	\$ 11,637	\$ 32,175
Travel	ubtotal	\$ 963	\$ 1,011	\$ 1,062	\$ 3,036
G411 G513 Travel - Domestic		\$ 963	\$ 1,011	\$ 1,062	\$ 3,036
G412 G514 Travel - Foreign		\$ -	\$ -	\$ -	\$ -
Capital Expense	ubtotal	\$ 67,925	\$ -	\$ -	\$ 67,925
G403 G504 Construction		\$ -	\$ -	\$ -	\$ -
G404 G505 Equipment Fabrication		\$ 67,925	\$ -	\$ -	\$ 67,925
G405 G506 Equipment Capital		\$ -	\$ -	\$ -	\$ -
Other Direct	ubtotal	\$ 15,789	\$ 45,789	\$ 15,790	\$ 77,368
X G507 Curation (L5 Only)		\$ -	\$ -	\$ -	\$ -
G407 G508 Consultants		\$ -	\$ -	\$ -	\$ -
X G509 Office Services (L5 Only)		\$ -	\$ -	\$ -	\$ -
G409 G511 Materials and Supplies		\$ -	\$ -	\$ -	\$ -
G409 G511 Publication Costs		\$ -	\$ -	\$ -	\$ -
G409 G511 Computer Services		\$ -	\$ -	\$ -	\$ -
G409 G511 User Fees		\$ 15,789	\$ 15,789	\$ 15,790	\$ 47,368
G409 G511 Human Subject Payments		\$ -	\$ -	\$ -	\$ -
? ? Other (F&A Included)		\$ -	\$ 30,000	\$ -	\$ 30,000
? ? Other (F&A Excluded)		\$ -	\$ -	\$ -	\$ -
G409 G511 Workshop-Seminar Costs		\$ -	\$ -	\$ -	\$ -
X G511 Mileage Expense (L5 Only)		\$ -	\$ -	\$ -	\$ -
G410 G512 Rentals & Leases		\$ -	\$ -	\$ -	\$ -
G410 G512 Rental Equipment		\$ -	\$ -	\$ -	\$ -
G415 G517 NSF G.6 Other Tuition & Fees		\$ -	\$ -	\$ -	\$ -
Student and Participant Support	ubtotal	\$ 11,000	\$ 11,000	\$ 11,000	\$ 33,000
G413 G515 Participant Expenses		\$ -	\$ -	\$ -	\$ -
G413 G515 Participant Travel		\$ -	\$ -	\$ -	\$ -
G414 G516 Scholarships & Fellowships		\$ -	\$ -	\$ -	\$ -
G415 G517 Tuition & Fees		\$ 11,000	\$ 11,000	\$ 11,000	\$ 33,000
Subawards	ubtotal	\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -
0		\$ -	\$ -	\$ -	\$ -
Total Sponsor Costs		\$ 240,572	\$ 200,864	\$ 178,220	\$ 619,656
UTSA Direct Costs		\$ 186,689	\$ 137,576	\$ 122,480	\$ 446,745
G418 G520 UTSA Indirect Costs		\$ 53,883	\$ 63,288	\$ 55,740	\$ 172,911
UTSA F&A Base		\$ 107,764	\$ 126,576	\$ 111,480	\$ 345,820
Cost Share Commitment		\$ -	\$ -	\$ -	\$ -
Cost Share %		0%	0%	0%	
Direct Cost - Consortium F&A		\$ 186,689	\$ 137,576	\$ 122,480	\$ 446,745
Consortium F&A		\$ -	\$ -	\$ -	\$ -
Award Costs		\$ 240,572	\$ 200,864	\$ 178,220	\$ 619,656

Attachment I

Exhibit B

Funding Recipient's Anticipated Invoice Schedule

Invoice	Anticipated Submission Date
Invoice #1	December 2021
Invoice #2	March 2022
Invoice #3	June 2022
Invoice #4	September 2022
Invoice #6	December 2022
Invoice #7	March 2023
Invoice #8	June 2023
Invoice #9	September 2023
Invoice #10	December 2023
Invoice #11	March 2024
Invoice #12	June 2024
Invoice #13	September 2024
Final Invoice	October 2024

Attachment I

Exhibit C

Project Schedule

	2021/2022				2022/2023				2023/2024			
UTSA BMP Study Tasks <i>Johnson et al.</i>	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1.1: Meetings with BMP owners												
1.2: Satisfying safety requirements for site access												
1.3: Establishment of routine site access												
2.1: Purchasing of monitoring equipment and supplies												
2.2: Installation of monitoring equipment												
3.1: FOIA requests completed												
3.2: Mapping of BMPs type and location												
3.3: Analysis of compliance issues with BMP type and location												
4.1: Precipitation event 1, BMPs 1,2 and 3												
4.2: Precipitation event 2, BMPs 1,2 and 3												
4.3: Precipitation event 3, BMPs, 1,2 and 3												
4.4: Precipitation event 4, BMPs, 1,2 and 3												
4.5: Precipitation event 5, BMPs, 1,2 and 3												
5.1: Selection of maintenance provider												
5.2: Maintenance of BMP 1												
5.3: Maintenance of BMP 2												
5.4: Maintenance of BMP 3												
6.1: Precipitation event 1, BMPs 1,2 and 3												
6.2: Precipitation event 2, BMPs 1,2 and 3												
6.3: Precipitation event 3, BMPs, 1,2 and 3												
6.4: Precipitation event 4, BMPs, 1,2 and 3												
6.5: Precipitation event 5, BMPs, 1,2 and 3												

Attachment I

[illegible]