



North Central Texas Council of Governments

March 24, 2021

Ms. Dana Burghdoff  
Assistant City Manager  
City of Fort Worth  
5001 James Avenue  
Fort Worth, Texas, 76115

Dear Ms. Burghdoff:

Enclosed is a copy of the proposed Agreement between the North Central Texas Council of Governments (NCTCOG) and the City of Fort Worth for the Traffic Signal Retiming During Incidents Program. NCTCOG requests your assistance in securing appropriate signatures on the Agreement, as well as the Lower Tier Debarment Certification (Exhibit C) and the Lobbying Certification (Exhibit D). A fully executed copy of the Agreement will be returned electronically for your files.

The enclosed Agreement includes compliance with Federal Highway Administration's Buy America requirements and federal procurement regulations. Buy America certification is required to be submitted to NCTCOG prior to proceeding with the purchase of equipment. Additionally, NCTCOG must provide written pre-approval of proposed procurement mechanisms. The City should not proceed with publication of a Request for Proposal, issuance of a purchase order, or execution of a contract with a respective vendor without prior pre-approval by NCTCOG.

NCTCOG looks forward to working with the City of Fort Worth on this important transportation initiative. If you have any questions, please contact Gregory Masota, Transportation Planner III, at (817) 695-9264 or [gmasota@nctcog.org](mailto:gmasota@nctcog.org).

Sincerely,

DocuSigned by:  
*Emily Beckham*

166B3D4A333542E...

Emily Beckham  
Grants and Contracts Manager

RS:tmb  
Enclosure

cc: Gregory Masota, NCTCOG

Correspondence sent via electronic mail.

616 Six Flags Drive, Centerpoint Two  
P.O. Box 5888, Arlington, Texas 76005-5888  
(817) 640-3300 FAX: 817-608-7806  
[www.nctcog.org](http://www.nctcog.org)

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**TRAFFIC SIGNAL RETIMING DURING INCIDENTS**  
*Program Implementation*

**AGREEMENT COVER SHEET**

TYPE OF AGREEMENT: Subrecipient agreement for reimbursable activities to the City of Fort Worth (DUNS# 782003727)

SUBRECIPIENT AWARD AMOUNT: \$522,000

SUBRECIPIENT AGREEMENT PERIOD: Date of final execution through June 30, 2022

FUNDING SOURCE, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN), PROJECT DESCRIPTION, & FEDERAL AWARD PERFORMANCE PERIOD: NCTCOG has received various Congestion Mitigation and Air Quality Improvement Program (CMAQ) awards from the Federal Highway Administration (FHWA), through Agreements executed with the Texas Department of Transportation (TxDOT), to fund Subrecipient awards associated with this Program:

- An Agreement executed on July 18, 2018, for the Regional Traffic Signal Retiming Program in the amount of \$2,250,000 (\$1,800,000 Federal + \$225,000 State + \$225,000 Local Participation). The period of performance for NCTCOG's award is August 17, 2018, through August 31, 2021. FAINs: 481802830Z400
- An Agreement executed on August 30, 2016, and subsequently amended on August 19, 2019, for the Emissions Reduction Strategies for Ozone Precursors Including Volatile Organic Compound (VOC) Controls & Other Designated Pollutants in the amount of \$1,000,000 (\$1,000,000 Federal + \$0 State + 200,000 Transportation Development Credits in lieu of local match). The period of performance for NCTCOG's award is September 6, 2016 through August 31, 2021. FAINs: 481602686M400, 481802479Z400, 481802480Q400
- An Agreement executed on July 13, 2018, and subsequently amended on August 16, 2019, for the Regional Minor Intersection Improvement Program in the amount of \$2,500,000 (\$2,000,000 CMAQ + \$250,000 State Match + \$250,000 Local Participation). The period of performance for NCTCOG's award is September 5, 2019 to August 31, 2023. FAIN Numbers: 481802829L40E, 481802829M400, 481802829M40E, 481802829Z400, 693JJ21930000Z400TX1902424

CFDA NAME & NUMBER: Highway Planning & Construction 20.205

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

616 Six Flags Drive  
Centerpoint II  
Arlington, Texas 76011

**Project Manager:**  
*Gregory Masota*  
*Transportation Planner III*  
*gmasota@nctcog.org*  
*(817) 695-9264*

**CITY OF FORT WORTH**

5001 James Avenue  
Fort Worth, Texas, 76115

**Project Manager:**  
*Aziz Rahman, P.E. PTOE*  
*Engineering Manager*  
*Aziz.rahman@fortworthtexas.gov*  
*817-392-8653*

**FUNDING AGENCY**

Texas Department of Transportation  
2501 Southwest Loop 820  
Fort Worth, Texas 76133-2300

**Project Manager:**  
*Nick Page*  
*MPO Coordinator*  
*nick.page@txdot.gov*  
*(512) 838-1745*

**INTERLOCAL COOPERATION AGREEMENT**  
**Between**  
**THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**and**  
**CITY OF FORT WORTH**  
**for**  
**IMPLEMENTATION OF**  
**TRAFFIC SIGNAL RETIMING DURING INCIDENTS**

**WHEREAS**, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

**WHEREAS**, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

**WHEREAS**, the RTC is committed to the development and implementation of policies, projects, and programs to improve air quality and reduce emissions; and,

**WHEREAS**, the Dallas-Fort Worth region is in nonattainment of the federal air quality standard for ozone and NCTCOG is actively involved in the development and implementation of the State Implementation Plan for air quality; and,

**WHEREAS**, on March 14, 2014, the RTC approved the TXDOT/RTC Partnership for Reliability, Congestion Mitigation, and Air Quality, which includes projects implemented under the Traffic Signal Retiming During Incidents Program; and,

**WHEREAS**, on November 19, 2020, the Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into an agreement with City of Fort Worth as part of the Traffic Signal Retiming During Incidents Program; and,

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for the North Central Texas Council of Governments and local governments to enter into this agreement for the provision of governmental functions and services of mutual interest.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**ARTICLE 1. PARTIES**

**1.1 Parties.** This Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG", and City of Fort Worth, hereinafter referred to as "CITY". NCTCOG and CITY may each be referred to as a "Party" and may be collectively referred to as "Parties" to this Agreement.

**ARTICLE 2. FUNDING**

**2.1. Award Amount.** The total anticipated project cost is **\$522,000**. NCTCOG will reimburse CITY'S eligible costs up to the total project cost. Transportation Development Credits are being used in lieu of local match. Transportation Development Credits are not eligible for reimbursement. The actual amount of reimbursement may be less than the Award Amount and will be determined under the

conditions of this Agreement. CITY shall be responsible for any costs in excess of the Award Amount.

- 2.2. Indirect Costs.** CITY'S eligible Indirect Cost rate under this agreement is 0%.
- 2.3. Compliance.** All activities funded, operated, and maintained under this Agreement must be in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR) 200 and other federal, State, and local law. Additionally, the CITY shall ensure compliance with funding agency requirements set forth in Exhibit E.

### **ARTICLE 3. SCOPE OF WORK**

- 3.1 Scope of Work.** The CITY shall implement the Scope of Work, consistent with activities outlined in Exhibit A. NCTCOG will provide reimbursement to CITY for CITY'S improvements under this Agreement, implemented through the Project, as detailed in Exhibit A.
- 3.2 Scope of Work Changes.** Changes to the SCOPE must be agreed to by both Parties in writing.
- 3.3 Scope of Work Obligations.** NCTCOG's Consultant(s) shall provide incident signal-timing plans at the intersection locations identified in Exhibit A. The Consultant(s) shall be responsible for the following: field data collection; development, implementation of incident timing plans; and any and all required documentation estimates of air quality benefits for potential scenarios. The City shall work with NCTCOG's Consultant(s) to identify relevant signal timing elements/requirements at and related to the project intersections; review the developed incident signal timing plan(s); approve all incident timing plans prior to implementation; and assist with fine tuning.

### **ARTICLE 4. TERM**

- 4.1 Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until June 30, 2022. This Agreement shall automatically terminate upon completion of the Project, although there may be ongoing property management requirements detailed in Article 6.2.
- 4.2 Termination.** Either Party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of ten (10) days to cure the defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

### **ARTICLE 5. REIMBURSEMENT AND REPORTING REQUIREMENTS**

- 5.1 Payment.** CITY will submit a Request for Reimbursement upon completion of the SCOPE. Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. NCTCOG will approve payments as soon as practicable, but not later than forty-five (45) days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to NCTCOG. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation

whatsoever to pay for performance of this Agreement from the monies of NCTCOG, other than grant funds received by NCTCOG from NCTCOG's funding agency for the purposes of reimbursement under this Agreement. NCTCOG shall provide CITY with written notice within five (5) business days after becoming aware that grant funds received by NCTCOG from NCTCOG's funding agency for the purposes of reimbursement under this agreement are no longer available for reimbursement to the CITY. At the end of NCTCOG's fiscal year, NCTCOG may request the CITY to provide an estimate of expenses incurred. CITY shall provide timely responses to NCTCOG's request for expenditure information.

**5.2 Reimbursement Request.** CITY shall submit its Reimbursement Request to NCTCOG at TRGrants@nctcog.org. Requests for Reimbursement shall include CITY invoice printed on letterhead, proof of payment, applicable receipts, a signature by a certifying official as detailed in Article 5.3, and other supporting documentation. NCTCOG may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the CITY fails to submit necessary reports or provide other information requested by NCTCOG under the terms of this Agreement. NCTCOG may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.

**5.3 Certifying Official.** As detailed in Article 5.2, the CITY is required to provide signed invoices. The individual noted below has the authority, on behalf of the CITY, to certify and serve as the signatory on invoices related to this project. By signing the invoice, Certifying Officials are acknowledging review of invoices to ensure expenses included in the invoice are consistent with the agreement, all services and costs are documented on the invoices are accurate and eligible, and all subrecipient and contractors have been fully paid.

Any invoices received by NCTCOG without the signature of the individual noted below may result in the invoice being returned unpaid.

**Certifying Official:**

Name: Aziz Rahman, P.E., PTOE

Title: Engineering Manager

**5.4 Eligible Expenses.** Costs incurred by the CITY prior to final execution of this Agreement are not eligible for reimbursement. NCTCOG may reject requests for reimbursement which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement. Eligible and allowable expenses are limited to costs determined by NCTCOG in its sole discretion as eligible costs necessary to complete the Project and consistent with cost principles established in 2 CFR 200, Subpart E. CITY staff time is not eligible for reimbursement under this Award.

**5.5 Availability of Funds.** Any reimbursement under this Agreement shall be payable only after eligible costs are approved by NCTCOG. This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agency by NCTCOG dedicated for the purpose of this Agreement.

**5.6 Return of Funds.** The CITY agrees to return funds received from NCTCOG for reimbursement under this Agreement where the CITY has failed to comply with the requirements set forth in this Agreement.

## ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

- 6.1 Procurement Standards.** CITY agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and requirements of 2 CFR Part 200.317-.327 and applicable State regulations. The CITY shall not proceed with procurement for any equipment/technology under this agreement until NCTCOG has provided written preapproval. If the CITY fails to meet these requirements, NCTCOG may deny reimbursement requests. If such failure is determined after reimbursement has been made, the CITY agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by NCTCOG, NCTCOG's funding partners, or its agents. Due to the federal funding requirements, NCTCOG encourages the CITY to use federally compliant Governmental Purchasing Cooperatives to reduce administrative review.
- 6.2 Equipment Use, Management, and Disposition.** CITY agrees that its purchase of equipment/technology under this Agreement will comply with the property management standards and requirements outlined by the United States Department of Transportation (USDOT) in 2 CFR Part 200.313. The CITY shall provide necessary details to NCTCOG for appropriate tracking of equipment/technology. NCTCOG will provide a format and designate necessary information to be supplied (e.g., property description, serial numbers, location of property). The CITY agrees to allow NCTCOG or NCTCOG's Designee access to complete a site visit or inspection of equipment/technology.

## ARTICLE 7. MODIFICATION, WAIVER, AND SEVERABILITY

- 7.1 Whole Agreement.** This Agreement embodies all of the agreements of the parties relating to its subject matter and supersedes all prior understandings and agreements regarding such subject matter.
- 7.2 Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 7.3 Changed Circumstances.** If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, is illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.
- 7.4 Assignment.** Without the prior written consent of NCTCOG, the CITY may not transfer or assign any rights or duties under or any interest in this Agreement.
- 7.5 Amendments.** Amendments to this Agreement must be agreed to in writing, signed by each Party.

## ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 Liability.** The Parties agree that neither Party is an agent, servant, 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 contractors, employees, representatives, and agents.
- 8.2 Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.
- 8.3 Property Insurance.** The CITY must maintain sufficient property insurance or self-insurance for the repair or replacement of any equipment/technology funded under this Agreement, unless otherwise expressly agreed upon in writing by NCTCOG.
- 8.4 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.
- 8.5 Disputes and Remedies.** The CITY and NCTCOG shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.
- 8.6 Notice.** All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below:

**NCTCOG**

**Mailing Address:**

Michael Morris, P.E.,  
Transportation Director  
North Central Texas Council of Governments  
616 Six Flags Dr., Centerpoint II  
Arlington, Texas 76011

**NCTCOG Project Manager**

Gregory Masota  
Transportation Planner III  
North Central Texas Council of Governments  
616 Six Flags Dr., Centerpoint II  
Arlington, Texas 76011

**LOCAL GOVERNMENT**

**Mailing Address:**

Dana Burghdoff  
Assistant City Manager  
200 Texas Street  
Fort Worth, Texas, 76102

**Project Manager:**  
Aziz Rahman, P.E. PTOE  
Engineering Manager  
5001 James Avenue  
Fort Worth, Texas, 76115

- 8.7 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 8.8 Regional ITS Memorandum of Understanding.** CITY agrees to exercise reasonable, good faith efforts to review, comment on and finalize with NCTCOG a Memorandum of Understanding Between Dallas-Fort Worth Regional Intelligent Transportation System Partners Concerning Guiding Principles for Multi-Agency Communication, Data and Video Sharing.

## **ARTICLE 9. ACCESSIBILITY AND MAINTENANCE OF RECORDS**

- 9.1 Maintenance.** The CITY shall maintain a record keeping system for all of its activities, including program records and financial management records, which support and document all expenditures of funds made under this Agreement, in accordance with federal regulations, State rules, and the Agreement. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 9.2 Retention.** All records must be maintained for a minimum of seven (7) years following final reimbursement. In the event any litigation or claim is still pending, these records shall be retained until resolution of the litigation or claim. NCTCOG, NCTCOG's funding agency, or their designees shall have access to all records that are directly applicable to this Agreement for the purpose of making audit examinations.

## **ARTICLE 10. AUDITS**

- 10.1 Audits.** CITY agrees that NCTCOG, the State of Texas, and/or the Federal Government may conduct an audit or investigation related to funds received under this Agreement.
- 10.2 Single Audit Act.** As applicable, the PERFORMING PARTY shall comply with the requirements of the audit provisions of 2 CFR 200, Subpart F, which requires that a non-federal entity that expends \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year.

## **ARTICLE 11. REQUIRED CLAUSES AND ASSURANCES**

- 11.1 Equal Employment Opportunity.** CITY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. CITY shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;



layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 11.2 Davis-Bacon Act.** CITY agrees to comply with all applicable provisions of 40 USC §3141 – 3148.
- 11.3 Contract Work Hours and Selection Standards.** CITY agrees to comply with all applicable provisions of 40 USC §3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 11.4 Rights to Invention Made Under Contract or Agreement.** CITY agrees to comply with all applicable provisions of 37 CFR Part 401.
- 11.5 Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** CITY agrees to comply with all applicable provisions of the Clean Air Act under 42 USC §7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC §1251 – 1387, and the Energy Policy Conservation Act under 42 USC §6201.
- 11.6 Debarment/Suspension.** CITY is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CITY and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions” which is included as Exhibit B of this agreement.
- 11.7 Restrictions on Lobbying.** CITY is prohibited from using monies for lobbying purposes; CITY shall comply with the special provision “Restrictions on Lobbying,” which is included as Exhibit C of this Agreement. CITY shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 11.8 Procurement of Recovered Materials.** CITY agrees to comply with all applicable provisions of 2 CFR 200.323.
- 11.9 Buy America.** The CITY agrees to comply with all Buy America requirements under 23 USC 313 and 23 CFR 635.410, which require a domestic manufacturing process for any steel or iron products. The CITY must provide a Buy America Certification, example Certification document attached as Exhibit D, completed by the equipment manufacturer or demonstrate that the Federal Highway Administration has granted a waiver of the Buy America requirements.
- 11.10 Disadvantaged Business Enterprises (DBE).** When issuing procurements under this Agreement, the CITY shall include a Disadvantaged Business Enterprise goal of 7.7 percent. The CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CITY shall carry out applicable requirements of 49 CFR 26 and 2 CFR 200.321 in the award and administration of US DOT-assisted contracts. Failure by the CITY 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. The CITY shall make meaningful good faith efforts towards attainment of DBE participation, consistent with guidelines established in Appendix A of 49 CFR Part 26. In review of procurement activities, NCTCOG may require the CITY to document meaningful good

faith efforts. Additionally, CITY will be required to report DBE participation achieved to NCTCOG for this project.

- 11.11 Internal Compliance Program.** NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.
- 11.12 Prohibition on Chinese Telecommunication and Video Surveillance Services and Equipment.** Pursuant to Public Law 115-232 Section 889 and 2 CFR Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services. The Subrecipient, and its contractors, shall comply with the special provision “Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment” which is included as Exhibit F of this Agreement. The Subrecipient shall notify NCTCOG if the Subrecipient, or any of its contractors, cannot comply with the prohibition during the performance of this Agreement.
- 11.13 Domestic Preference.** As appropriate and to the extent consistent with law, the CITY should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## EXHIBITS

The following Exhibits are attached and made part of this Agreement.

- Exhibit A:** Scope of Work
- Exhibit B:** Lower Tier Participant Debarment Certification
- Exhibit C:** Lobbying Certification and Disclosure of Lobbying Activities
- Exhibit D:** Buy America Certification
- Exhibit E:** TxDOT Flow Down Provisions
- Exhibit F:** Prohibited Telecommunications and Video Surveillance Services or Equipment Certification

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Mike Eastland  
Executive Director

\_\_\_\_\_  
Date

**CITY OF FORT WORTH**

\_\_\_\_\_  
Dana Burghdoff  
Assistant City Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
William Johnson  
Director, Transportation and Public Works

\_\_\_\_\_  
Date

**CONTRACT COMPLIANCE MANAGER:**

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: \_\_\_\_\_  
Aziz Rahman  
Engineering Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Douglas W. Black  
Sr. Assistant City Attorney

\_\_\_\_\_  
Date

**ATTEST:**

By: \_\_\_\_\_  
Mary J. Kayser  
City Secretary

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

<b>Scope</b>
Retiming and Installation of PTZ Cameras, Detections and TT Probes at 53 locations

IH 35W	Equipment Description	On-System	Off-System
IH 35W @ Felix Street	PTZ Cameras, Detection and TT Probes	2	0
IH 35W @ Seminary Drive	PTZ Cameras, Detection and TT Probes	2	0
IH 35W @ Ripy Street	PTZ Cameras, Detection and TT Probes	2	0
IH 35W @ Berry Street	PTZ Cameras, Detection and TT Probes	2	0
IH 35W @ Morningside Drive	PTZ Cameras, Detection and TT Probes	2	0
IH 35W @ Allen Avenue	PTZ Cameras, Detection and TT Probes	2	0
IH 35W @ Rosedale Street	PTZ Cameras, Detection and TT Probes	2	0
IH 35W @ Pennsylvania Avenue	PTZ Cameras, Detection and TT Probes	2	0
IH 35W @ Vickery Blvd	PTZ Cameras, Detection and TT Probes	2	0
Berry @ Evans	PTZ Cameras, Detection and TT Probes	0	1
Evans @ Rosedale	Incident Timing Plans Only	0	1
Seminary @ Evans	PTZ Cameras, Detection and TT Probes	0	1
	Sub-Total	18	3

IH 30	Equipment Description	On-System	Off-System
IH 30 @ Summit Avenue	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Forest Park Blvd	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ S University Drive	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Montgomery Street	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Ashland Avenue	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Hulen Street	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Camp Bowie	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Horne Street	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Bryant Irvin	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Ridgmar Blvd	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ @ Green Oaks Road	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ S. Cherry Lane	PTZ Cameras, Detection and TT Probes	2	0
IH 30 @ Las Vegas Trail	PTZ Cameras, Detection and TT Probes	2	0
Summit @ Rio Grande	Incident Timing Plans Only	0	1
Montgomery @ Lovell	Incident Timing Plans Only	0	1
Hulen @ Arlington Heights H.S.	Incident Timing Plans Only	0	1
Camp Bowie @ Horne	Incident Timing Plans Only	0	1
Scott @ South Cherry	Incident Timing Plans Only	0	1
Green Oaks @ Calmont	Incident Timing Plans Only	0	1
	Sub-Total	26	6

Agreement with NCTCOG - Equipment & Timing		
	On-System	Off-System
Improvements Locations	44	9
Incident Timing Plans Locations	39	7
Total Cost	\$514,000	\$8,000

Note: Transportation Development Credits are being used to meet the match requirement for this project

**EXHIBIT B**  
**LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION**

**EXHIBIT B**  
**CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS**  
**AND COOPERATIVE AGREEMENTS REGARDING**  
**DEBARMENT AND SUSPENSIONS**

Department of Transportation (DOT) Circular 2015.1 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative agreements, or third-party contracts. NCTCOG has elected to include the requirements of the DOT Circular 2015.1 in all third-party contracts for federal funds. A certification process has been established by 49 CFR Part 29 as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. DOT will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative agreement, as appropriate, a certification for a lower tier participant. In general, lower-level employees or procurements of less than \$25,000 will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than \$25,000 with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

**NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party contract to complete the certification in Exhibit B.1 for itself and its principals.**

If an applicant for a grant or cooperative agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the federal government, DOT may terminate the grant or subcontract, the underlying grant or cooperative agreement for cause or default.

**EXHIBIT B.1**  
**LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION**

\_\_\_\_\_, being duly  
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither  
\_\_\_\_\_, nor its principals  
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction

by any federal department or agency.

Where the above identified lower-tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

**EXCEPTIONS:**

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Certification



**EXHIBIT C**  
**LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING ACTIVITIES**

**EXHIBIT C  
LOBBYING CERTIFICATION  
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of their knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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.

(2) 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Date

TxDOT  
1-91  
TPFS

**Complete this form to disclose lobbying activities  
(See instructions for public burden disclosure)**

<b>1. Type of Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material charge  For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Tier _____ if known			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>		
<b>6. Department Agency:</b>			<b>7. Program Name/Description:</b>		
<b>8. Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>  <p align="center">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>  <p align="center">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</b>  <p align="center">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>					
<b>15. Continuation sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be available for public inspection.</b>			Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____		
<b>NCTCOG Use Only:</b>			Authorized for Local Reproduction Standard Form - LLL		

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL (STANDARD FORM –LLL) DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime recipient, at the initiation or receipt of a covered action, or a material change to a previous filing. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an employee of NCTCOG, a Member of the Regional Transportation Council (RTC), an officer or employee of the RTC, or an employee of a Member of the RTC in connection with a covered action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered action for which lobbying activity is and/or has been secured to influence the outcome of a covered action.
2. Identify the status of the covered action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered action.
4. Enter the full name address city, state, and zip code of the reporting entity. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime recipient.
6. Enter the name of the agency making the award or loan commitment.
7. Enter the program name or description for the covered action (item 1.)
8. Enter the most appropriate identifying number available for action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (B) number, grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the agency.) Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered action where there has been an award or loan commitment by the agency, enter the amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered action.  
(b) Enter the full names of the individuals(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes(s). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contract with officials. Identify the employee of NCTCOG, the Member of the Regional Transportation Council, an officer or employee of the Regional Transportation Council, or the employee of a Member of the Regional Transportation Council in connection with a covered action.
15. Check whether a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and the telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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**EXHIBIT D  
BUY AMERICA CERTIFICATION**

**EXHIBIT D  
BUY AMERICA CERTIFICATION**

The undersigned certifies that the following equipment complies with the Federal Highway Administration Buy America requirements under 23 CFR 635.410 requiring a domestic manufacturing process for any steel or iron products (including protective coatings). A valid Buy America Certification shall include both a signed certification and a domestic content worksheet.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude minimal use of foreign steel, and iron materials that does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater.

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**EXHIBIT E  
TXDOT FLOW DOWN PROVISIONS**



**EXHIBIT E**  
**FLOW DOWN PROVISIONS FROM**  
**TEXAS DEPARTMENT OF TRANSPORTATION**  
**FUNDING AGREEMENT**

**1. Civil Rights Compliance**

- a. Compliance with Regulations: CITY will comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs of the United States Department of Transportation (USDOT) and 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: CITY, with regard to the work performed by it during the contract, 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. CITY will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by CITY 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 CITY of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CITY 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 CITY is in the exclusive possession of another who fails or refuses to furnish this information, CITY will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CITY's noncompliance with the Nondiscrimination provisions of this contract, NCTCOG will impose such contract sanctions as it, the State, or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CITY under the contract until the CITY complies and/or
  - ii. cancelling, terminating, or suspending of the contract, in whole or in part.
- f. Incorporation of Provisions: CITY 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. CITY will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, CITY may request the State to enter into such litigation to protect the interests of the State. In addition, the CITY may request the United States to enter into such litigation to protect the interests of the United States.

## 2. Disadvantaged Business Enterprise Program Requirements

- a. CITY shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. CITY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts.
- b. Each sub-award or sub-contract 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.*

## 3. Federal Funding Accountability and Transparency Act Requirements

- a. As a recipient of funds under this agreement, the CITY 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. CITY agrees that it shall:
  - i. Obtain and provide to NCTCOG 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://sam.gov/SAM/>
  - ii. Obtain and provide to NCTCOG a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet online registration website at:  
<http://fedgov.dnb.com/webform>; and
- c. Report total compensation and names of its top five (5) 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 United States Securities and Exchange Commission.

## 4. Single Audit Report

- a. CITY shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- b. If threshold expenditures of \$750,000 or more are met during the fiscal year, CITY must submit a Single Audit Report and Management Letter (if applicable) to NCTCOG.
- c. If expenditures of less than the threshold during CITY's fiscal year, CITY must submit a statement to NCTCOG 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, CITY 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.

## 5. Pertinent Non-Discrimination Authorities

During the performance of this contract the CITY, 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 USC §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 USC §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 USC §324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 USC §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, (49 USC §6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 USC 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 USC §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 USC §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 USC 1681 et seq.).

**EXHIBIT F  
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT CERTIFICATION**

**EXHIBIT F  
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT CERTIFICATION**

This Agreement is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Agreement will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED  
PERSON:

\_\_\_\_\_

NAME OF AUTHORIZED PERSON:

\_\_\_\_\_

NAME OF COMPANY:

\_\_\_\_\_

DATE:

\_\_\_\_\_

**-OR-**

The Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

\_\_\_\_\_

NAME OF AUTHORIZED PERSON:

\_\_\_\_\_

NAME OF COMPANY:

\_\_\_\_\_

DATE:

\_\_\_\_\_