

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
TRAFFIC INCIDENT MANAGEMENT PROGRAM**

Program Implementation

AGREEMENT COVER SHEET

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

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): 693JJ21930000Z400TX2020420

FEDERAL AWARD PERFORMANCE PERIOD: September 24, 2019 through August 31, 2022

FUNDING SOURCE: FHWA Congestion Mitigation and Air Quality (CMAQ) Improvement Program
Funds

ASSISTANCE LISTING NAME & NUMBER: Highway Planning & Construction 20.205

AWARD AMOUNT: \$152,479 (\$107,500 TO THE CITY + \$44,979 TO THE POLICE DEPARTMENT)

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

North Central Texas Council of Governments

616 Six Flags Drive
Centerpoint II
Arlington, Texas 76011

Project Manager:

*Camille Fountain
Transportation Planner III
cfountain@nctcog.org
817-704-2521*

City of Fort Worth

200 Texas Street
Fort Worth, Texas

Project Manager:

*Keith Morris
Grants Manager
Keith.morris@fortworthtexas.gov
817-392-4243*

Texas Department of Transportation

4777 East Highway 80
Mesquite, Texas 75150-6643

Project Manager:

*Christopher Blain
Transportation Systems Management and
Operations
christopher.blain@txdot.gov*

INTERLOCAL COOPERATION AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
CITY OF FORT WORTH
for
IMPLEMENTATION OF TRAFFIC INCIDENT MANAGEMENT PROGRAM

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, on May 10, 2018, the RTC approved funding for implementation of the Traffic Incident Management Program; and,

WHEREAS, on November 14, 2019, the RTC approved the criteria for the competitive selection of participants in the Incident Management Equipment Purchase Call for Projects; and,

WHEREAS, on July 9, 2020, the RTC approved the funding awards in the Traffic Incident Management Program; and,

WHEREAS, on July 23, 2020, the Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into agreements with the City of Fort Worth as part of the Traffic Incident Management Program; and,

WHEREAS, the North Central Texas Council of Governments selected the City of Fort Worth as part of the Traffic Incident Management 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 the City of Fort Worth, hereinafter referred to as "LOCAL GOVERNMENT". NCTCOG and LOCAL GOVERNMENT 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.** NCTCOG will reimburse LOCAL GOVERNMENT'S eligible costs as outlined in the Scope of Work (SCOPE) under the conditions in this Agreement not to exceed the Maximum Award Amount of **one hundred fifty two thousand four hundred seventy nine dollars (\$152,479)**. The actual amount of reimbursement may be less than the Maximum Award Amount and will be determined under the conditions of this Agreement. LOCAL GOVERNMENT shall be responsible for any costs in excess of the Maximum Award Amount.
- 2.2. Source of Funds.** The source of funds for this Agreement is United States Department of Transportation Congestion Mitigation and Air Quality Improvement (CMAQ) Program funds, hereinafter referred to as "Funding Program". LOCAL GOVERNMENT agrees to comply with any and all requirements associated with the Funding Program. NCTCOG and the Texas Department of Transportation (TxDOT) executed an Agreement on August 29, 2019, for two million, seven hundred thirty-seven thousand, nine hundred ninety-nine dollars (\$2,737,999) to support Traffic Incident Management activities.
- 2.3. Indirect Costs.** Indirect costs are ineligible under this Agreement.
- 2.4. 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 LOCAL GOVERNMENT shall ensure compliance with funding agency requirements set forth in Appendix F.

ARTICLE 3. SCOPE OF WORK

- 3.1 Scope of Work.** NCTCOG will provide reimbursement to LOCAL GOVERNMENT for LOCAL GOVERNMENT'S Improvements under this Agreement, implemented through the Project, as more fully set out in the application submitted by the Local Government. The Local Government's application is attached as Appendix A (the Project) and is incorporated herein. If there is a conflict between this Agreement and the application, this Agreement prevails.
- 3.2 Scope of Work Changes.** Changes to the SCOPE must be agreed to by both Parties in writing. LOCAL GOVERNMENT may move funds within Equipment/Technology Types without need of NCTCOG approval so long as the Maximum Award Amount is not exceeded, and all Equipment/Technology Type commitments are met as reflected in the SCOPE. LOCAL GOVERNMENT shall provide written notice to NCTCOG's Project Manager of any such adjustments as part of the reimbursement request.
- 3.3** LOCAL GOVERNMENT shall complete the SCOPE by June 30, 2022.

ARTICLE 4. TERM

- 4.1 Term.** This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated. This Agreement shall automatically terminate upon completion of the Project.

- 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.** LOCAL GOVERNMENT will submit a single Request for Reimbursement upon completion of all SCOPE items. 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 be 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT.
- 5.2 Reimbursement.** LOCAL GOVERNMENT shall submit its Reimbursement Request to NCTCOG at TRGrants@nctcog.org. Requests for Reimbursement shall be submitted utilizing the template provided in Appendix I. Reimbursement Request shall be printed on letterhead and include 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT is required to provide signed invoices. The individual noted below has the authority, on behalf of the LOCAL GOVERNMENT, 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 subrecipients 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: Edwin Kraus
Title: Chief of Police

- 5.4 Eligible Expenses.** Costs incurred by the LOCAL GOVERNMENT 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.

- 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 LOCAL GOVERNMENT agrees to return funds received from NCTCOG for reimbursement under this Agreement where the LOCAL GOVERNMENT has failed to comply with the requirements set forth in this Agreement.
- 5.7 Annual Usage Reporting.** The LOCAL GOVERNMENT agrees to submit Annual Usage Reports to NCTCOG utilizing the form provided in Appendix B. Annual Usage Reports should be provided to NCTCOG no later than January 31 of each year.

ARTICLE 6. PROCUREMENT AND PROPERTY MANAGEMENT

- 6.1 Procurement Standards.** LOCAL GOVERNMENT agrees that its purchase of equipment/technology under this Agreement will comply with the procurement standards and requirements 2 CFR Part 200.316-.327 and any state law requirements applicable to the LOCAL GOVERNMENT. LOCAL GOVERNMENT shall ensure that contract clauses in Article 11 of this Agreement shall be included in all solicitations and resulting contracts for the purchase of equipment/technology under this Agreement. LOCAL GOVERNMENT shall use the following procurement methods for the purchase of items under this Agreement in the following order of preference:
- a. The use of purchase cooperative contract that meets the requirements of 2 CFR 200.316-.327. LOCAL GOVERNMENT may use a federally compliant purchase cooperative contract identified by NCTCOG or a purchase cooperative contract the LOCAL GOVERNMENT has determined meets the requirements of 2 CFR 200.316-327. NCTCOG preapproval is not required; or
 - b. Only if no federally compliant purchase cooperative contract is available, LOCAL GOVERNMENT may conduct its own federally compliant procurement which must meet the specific requirements set forth in 2 CFR 200.316-.327; NCTCOG preapproval is not required.
 - c. LOCAL GOVERNMENT must obtain NCTCOG prior written approval for any sole source and/or non-competitive purchase.

If LOCAL GOVERNMENT fails to meet the requirements as described above, NCTCOG may deny reimbursement requests. If such failure is determined after reimbursement has been made, LOCAL GOVERNMENT agrees to return reimbursed funds that were not in compliance with these requirements, whether determined by NCTCOG, the State, or the United States Department of Transportation or its agents. The LOCAL GOVERNMENT'S Purchasing Manager or other equivalent position and/or personnel with oversight of the LOCAL GOVERNMENT'S purchasing functions shall acknowledge the requirements of this Article 6.1 by execution of Appendix H attached hereto.

- 6.2 Equipment Use, Management, and Disposition.** LOCAL GOVERNMENT 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 in 2 CFR 200.312. The LOCAL GOVERNMENT agrees to provide NCTCOG reasonable information concerning the use and condition of the equipment upon request.

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, 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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

Camille Fountain
Transportation Planner III
North Central Texas Council of Governments
616 Six Flags Dr, CenterPoint II
Arlington, Texas 76011

LOCAL GOVERNMENT

Project Manager:

Keith Morris
Grants Manager
200 Texas Street
Fort Worth, Texas 76102

- 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.** LOCAL GOVERNMENT 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 LOCAL GOVERNMENT 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 four (4) years following final reimbursement. In the event that 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.** LOCAL GOVERNMENT agrees that NCTCOG, the State of Texas, and/or the Federal Government may conduct an audit, or investigation, and/or site visits 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 Part 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.** LOCAL GOVERNMENT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. LOCAL GOVERNMENT 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.** LOCAL GOVERNMENT agrees to comply with all applicable provisions of 40 USC §3141 – 3148.
- 11.3 Contract Work Hours and Selection Standards.** LOCAL GOVERNMENT 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.** LOCAL GOVERNMENT 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.** LOCAL GOVERNMENT 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.** LOCAL GOVERNMENT 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. LOCAL GOVERNMENT 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 Appendix C of this agreement.
- 11.7 Restrictions on Lobbying.** LOCAL GOVERNMENT is prohibited from using monies for lobbying purposes; LOCAL GOVERNMENT shall comply with the special provision "Restrictions on Lobbying," which is included as Appendix D of this Agreement. LOCAL GOVERNMENT 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.** LOCAL GOVERNMENT agrees to comply with all applicable provisions of 2 CFR §200.322.
- 11.9 Prohibition on Certain Telecommunications and Video Surveillance Services or 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 provided by certain Chinese controlled entities. The Subrecipient agrees that it is not providing NCTCOG with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Subrecipient shall certify its compliance through execution of the "Prohibited Telecommunications and Video Surveillance Services or Equipment Certification" which is included as Appendix G of this Agreement. The Subrecipient shall pass these requirements down to any of its contractors funded under this Agreement. The Subrecipient shall notify NCTCOG if the Subrecipient cannot comply with the prohibition during the performance of this Agreement.
- 11.10 Buy America.** The LOCAL GOVERNMENT 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 LOCAL GOVERNMENT must provide a Buy America Certification, example Certification document attached as Appendix E, completed by the equipment manufacturer or demonstrate that the Federal Highway Administration has granted a waiver of the Buy America requirements.
- 11.11 Disadvantaged Business Enterprises (DBE).** The LOCAL GOVERNMENT 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 and 2 CFR 200.320 in the award and administration of United States Department of Transportation-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.
- 11.12 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.

11.13 Domestic Preference. As appropriate and to the extent consistent with law, the LOCAL GOVERNMENT 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.

APPENDICES

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

- Appendix A:** Call for Projects Application & Scope of Work
- Appendix B:** Annual Performance Usage Survey
- Appendix C:** Lower Tier Participant Debarment Certification
- Appendix D:** Lobbying Certification and Disclosure of Lobbying Activities
- Appendix E:** Buy America Certification
- Appendix F:** TxDOT Flow Down Provisions
- Appendix G:** Prohibited Telecommunications and Video Surveillance Services or Equipment Certification
- Appendix H:** Federal Procurement Requirements Acknowledgement
- Appendix I:** Reimbursement Request Form

IN WITNESS HEREOF, the parties have executed this Agreement. This Agreement is effective on the day the last Party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

DocuSigned by:

Michael Eastland

7/6/2021

A4E72C18EF8F426...

Mike Eastland
Executive Director

Date

CITY OF FORT WORTH

DocuSigned by:

William M. Johnson

7/6/2021

DB8DA6456E69401...

William M. Johnson
TPW Director

Date

**APPENDIX A
CALL FOR PROJECTS APPLICATION & SCOPE OF WORK**

INCIDENT MANAGEMENT EQUIPMENT PURCHASE 2020 CALL FOR PROJECTS



North Central Texas Council of Governments

Incident Management Equipment Purchase CFP ILA SCOPE OF WORK TEMPLATE

- 1. **AGENCY NAME**
- 2. **PROJECT NAME:**
- 3. **TOTAL PROJECT AMOUNT AWARDED:**

4. SCOPE ITEMS

LOCAL GOVERNMENT has been awarded funds to purchase the following incident management equipment/technologies in the Quantities and Amounts shown below. LOCAL GOVERNMENT shall acquire and utilize the following equipment/technologies consistent with the terms of the agreement.

	Equipment/Technology Type (e.g., traffic control equipment, responder safety gear, dynamic message board, etc.)	Estimated Quantity (Included in Application)	Award Amount	Product Service Life (Specific to Each Product)
1	Pan-Till-Zoom-Cameras	43	\$107,500	6-10 years
2				
3				
4				
5				
6				
7				
8				
9				
10				



INCIDENT MANAGEMENT EQUIPMENT PURCHASE 2020 CALL FOR PROJECTS

North Central Texas Council of Governments

Incident Management Equipment Purchase CFP ILA SCOPE OF WORK TEMPLATE

1. **AGENCY NAME**
2. **PROJECT NAME:**
3. **TOTAL PROJECT AMOUNT AWARDED:**

4. SCOPE ITEMS

LOCAL GOVERNMENT has been awarded funds to purchase the following incident management equipment/technologies in the Quantities and Amounts shown below. LOCAL GOVERNMENT shall acquire and utilize the following equipment/technologies consistent with the terms of the agreement.

	Equipment/Technology Type (e.g., traffic control equipment, responder safety gear, dynamic message board, etc.)	Estimated Quantity (Included in Application)	Award Amount	Product Service Life (Specific to Each Product)
1	4"x20' Recovery Strap	10	\$318.70	5 years
2	Bumper Hitch for 2017 F150	5	\$1,422.95	10 years
3	Multi-Ball Mount w/hook and 2" shank	10	\$927.80	10 years
4	Portable Compressor	10	\$1,359.90	3 years
5	2-Ton Trolley Jack Kit	8	\$519.92	5 years
6	3.5-Ton Floor Jack	2	\$499.98	5 years
7	Lug Wrench	10	\$249.90	10 years
8	Battery Booster Cable	10	\$849.90	5 years
9	Traffic Cones	500	\$6,150	7 years
10	High Visibility Jacket for Motor Unit	33	\$11,352	5 years

	Equipment/Technology Type (e.g., traffic control equipment, responder safety gear, dynamic message board, etc.)	Estimated Quantity (Included in Application)	Award Amount	Product Service Life (Specific to Each Product)
11	Water Shed Storm Force Bravo Pants	33	\$8,349	5 years
12	Tactical Flashlight	22	\$2,331.78	3 years
13	Rain Pants for Abandoned Vehicle	10	\$949.90	5 years
14	Rain Pants for Traffic Enforcement	10	\$690	5 years
15	Rain Boots	22	\$2,112	4 years
16	Storm Traffic Gloves for Abandoned Vehicle	22	\$725.78	3 years
17	Impact Resistant Gloves for Traffic Enforcement	22	\$769.78	3 years
18	High Visibility Jacket for Traffic Enforcement	20	\$5,399.80	5 years
19				
20				
21				
22				
23				
24				
25				

**APPENDIX B
ANNUAL PERFORMANCE USAGE SURVEY**

INCIDENT MANAGEMENT EQUIPMENT PURCHASE 2020 CALL FOR PROJECTS



North Central Texas Council of Governments

Annual Performance and Usage Survey

As a selected recipient through the NCTCOG Incident Management Equipment Purchase 2020 Call for Projects, your agency received funding to be used for the purchase of equipment and technology that aid in quick incident clearance and crash mitigation in the North Central Texas (NCT) Nonattainment Area. Included as a stipulation to receive the funds, recipient agencies are required to complete an annual performance and usage survey regarding the use of the equipment. Recipient agencies agree to utilize the equipment/technology purchased or it must be returned to NCTCOG. Please submit your completed survey (via Microsoft Forms link sent to your email address), and requested performance measures to Camille Fountain at cfountain@nctcog.org by January 31 annually.

AGENCY NAME

	PROJECT NAME	PRODUCT SERVICE LIFE EXPECTANCY	IS YOUR AGENCY STILL UTILIZING THE EQUIPMENT? (Y/N)
	<i>Specify Items Purchased as part of the CFP (if multiple items purchased, include one project per line item)</i>	<i>Specify the product service life at initial purchase and time remaining.</i>	
1			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
2			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
3			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
4			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
5			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
6			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
7			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
8			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
9			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below
10			Yes <input type="checkbox"/> No <input type="checkbox"/> If No, explain below

Supplemental Information:

1. Has the equipment/technology purchased meet your agency's expectations/needs? Yes No If No, please explain (include project name and provide details)

2. If your agency is NOT utilizing the equipment/technology purchased through the NCTCOG Incident Management Call for Projects, please explain why. Include project name and provide details for each product not in use.

APPENDIX C
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

**APPENDIX C
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 Appendix C.2 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.

**APPENDIX C.1
CERTIFICATION INFORMATION**

This certification is to be used by contractors pursuant to 49 CFR 29 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction.
- any procurement contract for goods or services when the estimated cost is \$25,000 or more.
- any procurement contract for goods or services between the contractor and a person, regardless of the amount, under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED REPRESENTATIVES OF THE STATE OR THE UNITED STATES DEPARTMENT OF TRANSPORTATION UPON REQUEST.

**APPENDIX C.2
LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION**

William M. Johnson

_____, being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

City of Fort Worth

_____, 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:

DocuSigned by:

William M. Johnson

DD6BA6458E6D401

Signature of Certifying Official

TPW Director

Title

7/6/2021

Date of Certification

**APPENDIX D
LOBBYING CERTIFICATION**

APPENDIX D
LOBBYING CERTIFICATION
RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set for in Appendix D.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix C.1, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**APPENDIX D.1
LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

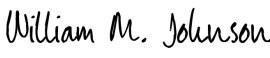
The undersigned certifies to the best of his or her knowledge and belief, that:

(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.

DocuSigned by:

 DD6BA8456E0D401...

 Signature
 TPW Director

 Title
 City of Fort worth

 Agency
 7/6/2021

 Date

TxDOT
1-91
TPFS

APPENDIX D.2
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See instructions for public burden disclosure)

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material charge For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Tier _____ <i>if known</i> Congressional District, <i>if known</i> : _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____
6. Federal Department Agency: _____	7. Federal Program Name/Description: CFDA Number if applicable: _____	
8. Federal Action Number, <i>if known</i> : _____	9. Award Amount, <i>if known</i> : \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment <i>(check all that apply)</i> : \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <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: _____	
12. Form of payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind specify: nature _____ value _____		
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: _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. 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 disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 USC Section 1352. 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 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 a covered Federal 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. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal 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 Federal action.
4. Enter the full name address city, state and zip code of the reporting entity. Include Congressional District if known. 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 Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1.) If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for Federal 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 Federal agency.) Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal 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 40 to influence the covered Federal 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 Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employees, or Member(s) of Congress that were contacted.
15. Check whether or not 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. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

**APPENDIX E
BUY AMERICA CERTIFICATION**

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).

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

BUY AMERICA CERTIFICATION

The undersigned cannot certify 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).

1. _____
2. _____
3. _____
4. _____
5. _____

The Buy America certification cannot be made for the following reasons:

Name, Title

Company

Date

**APPENDIX F
TXDOT FLOW DOWN PROVISIONS**

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

1. Civil Rights Compliance

- a. Compliance with Regulations: LOCAL GOVERNMENT will comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs of the United States Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- b. Nondiscrimination: LOCAL GOVERNMENT, 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. LOCAL GOVERNMENT 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 LOCAL GOVERNMENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by LOCAL GOVERNMENT 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: LOCAL GOVERNMENT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of LOCAL GOVERNMENT is in the exclusive possession of another who fails or refuses to furnish this information, LOCAL GOVERNMENT 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 LOCAL GOVERNMENT'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 LOCAL GOVERNMENT under the contract until the LOCAL GOVERNMENT complies and/or
 - ii. cancelling, terminating, or suspending of the contract, in whole or in part.
- f. Incorporation of Provisions: LOCAL GOVERNMENT will include the provisions of paragraphs (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. LOCAL GOVERNMENT 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 LOCAL GOVERNMENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, LOCAL GOVERNMENT may request the State to enter into such litigation to protect the interests of the State. In addition, LOCAL GOVERNMENT 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. LOCAL GOVERNMENT 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. LOCAL GOVERNMENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts.
- 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 LOCAL GOVERNMENT 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. LOCAL GOVERNMENT 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://www.sam.gov/portal/public/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 on-line registration website <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. LOCAL GOVERNMENT 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, LOCAL GOVERNMENT must submit a Single Audit Report and Management Letter (if applicable) to NCTCOG.
- c. If expenditures of less than the threshold during LOCAL GOVERNMENT'S fiscal year, LOCAL GOVERNMENT 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, LOCAL GOVERNMENT will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

5. Pertinent Non-Discrimination Authorities

During the performance of this contract LOCAL GOVERNMENT, 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).

- I. 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.).

**APPENDIX G
PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT CERTIFICATION**

**APPENDIX G
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 Contract 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:

DocuSigned by:

 DD08BA0450E0D401...

NAME OF AUTHORIZED PERSON:

William M. Johnson

NAME OF COMPANY:

City of Fort Worth

DATE:

7/6/2021

-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: _____

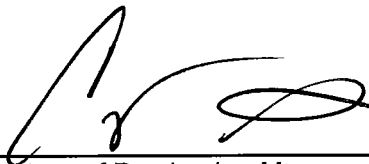
DATE: _____

**APPENDIX H
FEDERAL PROCUREMENT REQUIREMENTS ACKNOWLEDGEMENT**

**APPENDIX H
FEDERAL PROCUREMENT REQUIREMENTS ACKNOWLEDGEMENT**

By signing below, the Purchasing Manager or equivalent position or personnel responsible for oversight of procurement activities within the LOCAL GOVERNMENT acknowledges the following:

1. I have read Article 6.1 of the attached Agreement and understand that purchases under this Agreement must comply with 2 CFR 200.316-.327 in addition to any applicable state law requirements.
2. I will ensure that contract clauses in Article 11 of this Agreement shall be included in all solicitations and resulting contracts for the purchase of equipment/technology under this Agreement.
3. The preferred method for the purchase of items under this Agreement is the use of a procurement cooperative contracts that comply with requirements 2 CFR 200.316-.327 and applicable state law requirements.
4. Only if no federally compliant purchase cooperative contract is available, LOCAL GOVERNMENT may conduct its own federally compliant procurement, which must meet the specific requirements set forth in 2 CFR 200.316-.327.
5. LOCAL GOVERNMENT must obtain NCTCOG prior written approval for any sole source and/or non-competitive purchase.
6. If LOCAL GOVERNMENT fails to meet the requirements as described above NCTCOG may deny reimbursement requests.



Signature of Purchasing Manager/Equivalent Position

Cynthia Garcia

Name, Title

June 29, 2021
Date

**APPENDIX I
REIMBURSEMENT REQUEST FORM**

INCIDENT MANAGEMENT EQUIPMENT PURCHASE 2020 CALL FOR PROJECTS



North Central Texas Council of Governments

Reimbursement Request Form

1. Agency Name:
2. Project Name:
3. NCTCOG Agreement Number (e.g., TRNxxxx)
4. Approved Award Amount:
5. Total Expenses Incurred: **US\$**
6. Total Reimbursement Amount Requested: **US\$**
7. As outlined in Article 3 of the Interlocal Cooperative Agreement executed with NCTCOG, were any adjustments made to the scope of work?
 No
 Yes (Selecting yes confirms that approval for scope changes was previously received, in writing, from the NCTCOG Project Manager, prior to LOCAL GOVERNMENT requesting reimbursement.)
8. **Itemized Purchases**

As mentioned in Article 5.2 of the agreement, all Requests for Reimbursement(s) shall include the LOCAL GOVERNMENT's invoice on agency's letterhead with signature by Certifying Official identified in Article 5.3 of the agreement, proof of payment, applicable receipts, 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 LOCAL GOVERNMENT 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.

	Equipment/Technology Purchased	Quantity	Unit Price	Total Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNATURE (Certifying Official):

All reimbursement requests shall be submitted within 30 days of purchase, to NCTCOG at the email address below:

Email: TRgrants@nctcoq.org