

**AIRCHECKTEXAS DRIVE A CLEAN MACHINE PROGRAM  
ADMINISTRATIVE AGREEMENT  
BETWEEN  
TRAVIS COUNTY, TEXAS  
AND  
WILLIAMSON COUNTY, TEXAS**

This AirCheckTexas Drive A Clean Machine Program Administrative Agreement ("Agreement") is entered into by and between the following parties:

**Williamson County, Texas**

Contact Person:

Gary Boyd

Director, Environmental Programs

219 Perry Mayfield

Leander, Texas 78641

(512) 943-1921

**Travis County, Texas**

Contact Person:

Adele Noel

Air Quality Project Manager

Travis County Transportation and Natural Resources Department

P.O. Box 1748

Austin, Texas 78767

(512) 854-7211

## **RECITALS**

**WHEREAS**, Travis County, Texas and Williamson County, Texas have determined that unified management and administration of each party's respective Low Income Repair Assistance, Retrofit, and Accelerated Vehicle Replacement Program ("LIRAP"), also known as the AirCheckTexas Drive a Clean Machine Program (the "DACM Program"), will further both parties' regional objective of providing this assistance program that is intended to benefit ozone reduction goals in order to meet area requirements of the National Ambient Air Quality Standards (NAAQS) of the Clean Air Act of 1963, as amended;

**WHEREAS**, Travis County and Williamson County have agreed to cooperate with each other in order to administer their respective DACM Programs regionally to facilitate the efficient and effective use of public funds to reduce ozone-forming pollutants from on-road motor vehicles;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Travis and Williamson agree as follows:

### **PART A: GENERAL**

#### **SECTION 1 PARTIES TO THE AGREEMENT**

- 1.1 This Agreement is made and entered into by and between Travis County, Texas, sometimes being referred herein to as "Travis", and Williamson County, Texas, sometimes being referred to herein as "Williamson".

#### **SECTION 2 TITLE CHANGES**

- 2.1 The DACM Program has been previously referred to as the Low-Income Vehicle Repair, Retrofit, the Accelerated Vehicle Retirement Program and the AirCheck Texas Repair and Replacement Assistance Program. References in this Agreement to the LIRAP Program or the DACM Program or similar name or acronym are intended to refer to LIRAP as described in Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program TCEQ Contract No. 582-12-20269, as amended (the "Williamson-TCEQ Contract"), a copy of which is attached as Exhibit A and incorporated herein for all purposes. Travis has a similar contract with TCEQ that has been assigned Contract No. 582-12-20268 (the "Travis-TCEQ Contract").

#### **SECTION 3 TERM OF AGREEMENT**

- 3.1 The term of this Agreement will commence and be effective as of June 1, 2016.

- 3.2** The term of this Agreement will continue until cessation of the DACM Program in Williamson County, Texas or Travis County, Texas, or by a termination event described in Part A, Section 17 of this Agreement.

#### **SECTION 4 STATEMENT OF DACM PROGRAM PURPOSE**

- 4.1** The DACM Program was enacted to reduce ozone-forming pollutants from on-road motor vehicles by providing low to middle income vehicle owners with financial assistance in complying with vehicle emissions standards.

#### **SECTION 5 LEGAL WARRANTIES, AUTHORITY**

- 5.1** Travis, acting by and through its Transportation and Natural Resources Department, warrants that it possesses the ability, resources, and personnel to perform successfully pursuant to the terms and conditions of this Agreement.
- 5.2** The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, provides authority for Travis and Williamson to enter into this Agreement.
- 5.3** Williamson is authorized pursuant to Texas Health and Safety Code Section 382.209(g) to contract with Travis to implement Williamson's DACM Program. Section 3(a) of the Williamson-TCEQ Contract expressly authorizes Williamson to "contract with an entity approved by the TCEQ for services necessary to implement LIRAP."

#### **SECTION 6 PERFORMANCE**

- 6.1** During the term of this Agreement, Travis and Williamson agree that their actions must comply with the terms and conditions of the Williamson-TCEQ Contract and the Williamson County Grant Activities Plan and any future amendments to these documents (together, the "TCEQ Contract Documents"). A copy of the Williamson County Grant Activities Plan is attached as Exhibit B and incorporated herein for all purposes. Williamson further agrees that Travis is not required to take any action that may violate the provisions of the Travis-TCEQ Contract.
- 6.2** Travis must provide services under this Agreement in compliance with all applicable federal and state laws, regulations, and rules.
- 6.3** Travis must comply with all TCEQ rules and regulations pertaining to conciliation, good cause determinations, and hearings concerning recipients of services, and must abide by the decisions rendered by TCEQ in such proceedings, subject to any statutory right of appeal.
- 6.4** Travis agrees to implement Williamson's LIRAP program in accordance with the TCEQ Contract Documents. Williamson acknowledges that the TCEQ Contract

Documents allow Williamson, as the Performing Party, discretion under certain limited circumstances. Williamson expressly authorizes Travis to exercise discretion in those specific circumstances so long as such exercise of discretion is in compliance with the terms and conditions set forth in the TCEQ Contract Documents, including discretion to determine, on a case-by-case basis, whether to make payment to a Recognized Emissions Repair Facility for diagnosed emissions repair work performed on a vehicle that does not pass the emissions retest as described in Section 3(e) of Williamson's Grant Activities Plan.

## **SECTION 7 FISCAL ADMINISTRATION AND COST PRINCIPLES**

- 7.1** Notwithstanding other provisions of this Agreement, Williamson and Travis agree that Williamson's payment obligations hereunder are contingent upon actual receipt of adequate funds from the State of Texas. Williamson must notify Travis in writing if it has not received adequate funds from the State of Texas to make payments under this Agreement as soon as it learns of the funding unavailability. If the State of Texas does not provide sufficient funding for Williamson's DACM Program, neither Williamson nor Travis will be liable to each other or any third party, including program participants, for failure to make payments under this Agreement.
- 7.2** All funding allocated to Williamson for operation and administration of the DACM Program in Williamson County, Texas will be transferred, within thirty (30) days of receipt from the State of Texas, to Travis to carry out Williamson's obligations under the TCEQ Contract Documents. Williamson's DACM Program funds shall be maintained by Travis in a restricted fund account named "Williamson DACM Program Fund Account". Williamson will, upon such transfer to Travis, prepare and mail confirmations to TCEQ of such action transfers and deposits.
- 7.3** Per TCEQ Contract Documents, TCEQ may provide the funds to participating counties in advance of incurring anticipated costs of program activities. If this occurs, Williamson must transfer all funds allocated within 30 days after Williamson receives DACM Program funds from the State of Texas in order to ensure Travis's operation and administration of Williamson's DACM Program pursuant to the TCEQ Contract Documents.
- 7.4** Williamson will disburse checks to Travis within 30 days after Williamson receives DACM Program funds from the State of Texas.
- 7.5** All payments are contingent upon conditions outlined in the TCEQ Contract Documents.
- 7.6** Travis acknowledges the limits of reimbursable expenses as required under the Uniform Grant and Contract Management Act, Section 783.001 et seq. Texas Government Code, and the Uniform Grant Management Standards, 34 Texas

Administrative Code Sections 20.421-20.432, and must comply with cost principles and administrative requirements within.

**7.7** Fiscal Controls and Fund Accountability.

7.7.1 Travis must maintain fiscal controls and fund accountability on behalf of Williamson and in accordance with the federal regulations, state rules, and the reporting and records requirements of the TCEQ as specified in the TCEQ Contract Documents.

7.7.2 The Travis County Treasurer shall act as the escrow agent for the management of the Williamson DACM Program Fund Account and shall deposit the funds in an interest bearing escrow account. Travis shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by Williamson under this agreement shall be returned to Williamson within 60 calendar days after the termination of this Agreement. Travis shall provide to Williamson with a quarterly accounting, on each March 15, June 15, September 15, and December 15 while this Agreement is in effect, of the deposits to and disbursements from the Williamson DACM Program Fund Account, which accounting must include the information that is required for quarterly reports as described in Section 6(b) of Williamson's Grant Activities Plan as well as supporting documentation regarding the deposits and disbursements, including records directly related to payroll and other expenditures made by Travis relating to Travis's administration of the Williamson DACM Program.

**7.8** Income generated through operation or administration of Williamson's DACM Program, including any interest earned on funds in the Williamson DACM Program Fund Account, must be used only for continuing operations of Williamson's DACM Program in accordance with Williamson's Grant Activities Plan, and the Uniform Grant Management Standards, 34 Texas Administrative Code Sections 20.421-20.432.

**7.9** Travis is responsible for the accurate, current, separate, and complete disclosure of the status of the funds it has received or will receive under this Agreement pursuant to federal, state, and local regulations and policies of Williamson, as applicable.

**7.10** Notwithstanding any provision to the contrary, Travis and Williamson agree that Travis is not required to expend any resources other than funding provided by Williamson in the Williamson DACM Program Fund Account to carry out Travis's obligations under this Agreement.

## **SECTION 8 REPORTING REQUIREMENTS**

- 8.1** Travis must submit to Williamson's Project Representative all forms and reports required by the Williamson-TCEQ Contract and Title 30, Texas Administrative Code §114.70.
- 8.2** Quarterly, Travis must provide a Financial Status Report (FSR) directly pertaining to Williamson's DACM Program in a format provided by the TCEQ with supporting documentation for costs incurred during the previous quarter.
- 8.3** Quarterly, Travis must provide a Quarterly Activity Report (QAR) of operations and participation relating to Williamson's DACM Program and said QAR must be in a format provided by TCEQ.
- 8.4** Travis must submit all forms and reports described in Sections 8.1, 8.2, and 8.3 in a completed, legible, and accurate state to Williamson's Project Representative by the following dates:
  - 8.4.1** December 15 for the quarter beginning on the previous September 1 and ending on the previous November 30,
  - 8.4.2** March 15 for the quarter beginning on the previous December 1 and ending on the last day of the previous February,
  - 8.4.3** June 15 for the quarter beginning on the previous March 1 and ending on the previous May 31, and
  - 8.4.4** September 15 for the quarter beginning on the previous June 1 and ending on the previous August 30.
- 8.5** Williamson must provide copies of any written performance evaluation of the activities of this Agreement as received by the TCEQ to Travis.

## **SECTION 9 ACCESSIBILITY AND MAINTENANCE OF RECORDS**

- 9.1** Travis must 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 in relation to the DACM Program in Williamson County, in accordance with federal regulations, state rules, and the Williamson-TCEQ Contract. This section must not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 9.2** As Williamson's contractor for implementing Williamson's DACM Program, Travis must retain all fiscal records and supporting documents for a minimum of three years after the termination of this Agreement in accordance with 30, Texas Administrative Code §114.70(c), the Uniform Grant Management Standards as set forth in 34 Texas Administrative Code Sections 20.421-20.432, and the requirements set forth in the Williamson-TCEQ Contract. In the event that any

litigation or claim is still pending before the expiration of the three-year period, these records must be retained for three years after the resolution of the litigation or claim, including appeals.

### **9.3 Audit and Access.**

- 9.3.1 At reasonable times and upon reasonable written notice, Travis will, during Travis's regular business hours, make available to Williamson, the Williamson County Auditor, and other oversight entities that are authorized to oversee the TCEQ Contract Documents, including the State Auditor's Office, the TCEQ, and any successor agency, and their authorized representatives any information and documentation in Travis's possession or control which directly pertains to Travis's services to Williamson under this Agreement for audits, excerpts, and transcriptions for so long as Travis has access to the information and documentation.
- 9.3.2 If requested by Williamson, Travis will permit the Williamson County Auditor and its representatives and TCEQ and its representatives to audit Travis's financial records and accounting system with respect to Travis's obligations under this Agreement, in particular in relation to compliance with budget and grant restrictions.
- 9.3.3 Single Audit. If required based on the level of grant funding received in any TCEQ fiscal year and the applicable Uniform Grant Management Standards, Travis will have a single audit conducted in compliance with the State of Texas Single Audit Circular, 34 Texas Administrative Code Section 20.432, and submit a copy of the results to Williamson within 30 days after the earlier of when Travis receives the results. If Williamson or the Williamson County Auditor or their representatives desire to audit Travis's records relating to this Agreement and if Williamson, the Williamson County Auditor, or their representatives is aware of TCEQ or another oversight entity's desire to audit Travis's records relating to this Agreement, Williamson shall coordinate a single audit of the records so that disruptions to Travis's workflows are minimized as much as possible.

### **9.4 Monitoring.**

- 9.4.1 Williamson either directly or through its duly authorized representatives, reserves the right to perform, at reasonable times and upon reasonable written notice during Travis's regular business hours, periodic on-site monitoring of Travis's compliance with the terms of this Agreement, and of the adequacy, effectiveness, and timeliness of Travis's performance under this Agreement.
- 9.4.2 The monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Travis's performance under this Agreement. Notwithstanding any provision to the contrary, nothing in this Agreement requires Travis to waive any exceptions to disclosure that Travis may be entitled to assert

under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

9.4.3 Within 30 days of each monitoring visit, Williamson shall provide Travis with a written report of the monitor's findings.

9.4.4 If the report notes deficiencies in Travis's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by Travis. Travis shall take action specified in the monitoring report prior to the deadlines specified, except that if Travis believes that corrective action is not needed, Travis shall provide an explanation with specific reasons and supporting documentation for that position. Failure to make required changes in a timely manner may result in termination of the Agreement by Williamson. Williamson may provide technical assistance to Travis and may request changes in Travis's accounting, administrative, and management procedures in order to correct any deficiencies noted. .

9.5 Travis must maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential data.

9.6 In the event of termination of the relationship between Travis and Williamson, Williamson may take responsibility for maintenance and retention of the records in its sole discretion.

## **SECTION 10            MODIFICATIONS**

10.1 Any modifications to this Agreement required by changes in federal or state laws or regulations are automatically incorporated into this Agreement without written amendment hereto and must become effective on the date designated by such law or regulation.

10.2 Other modifications to this Agreement must be reviewed by all parties and agreed to in a signed writing. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.

10.3 Williamson or Travis may suggest changes to the Grant Activities Plan at any time within the requirements of the Williamson-TCEQ Contract. Any proposed changes by Travis must be forwarded to the designated Williamson Project Representative for approval and transmittal to the TCEQ. Any proposed changes by Williamson must be forwarded to Travis or designated project manager for approval prior to transmittal to the TCEQ. Changes regarding funding sources or terms of the Williamson-TCEQ Contract may require alternate procedures as designated in the Williamson-TCEQ Contract. Williamson must



immediately notify Travis of any changes to Williamson's Grant Activities Plan or the Williamson-TCEQ Contract and provide Travis a copy of the changes. Notwithstanding any provision to the contrary, Travis is not required to comply with any changes to Williamson's Grant Activities Plan or the Williamson-TCEQ Contract until after Travis has received written notice of the change from Williamson and after Travis has had sufficient time to comply.

## **SECTION 11                      MANAGEMENT FEE AND PERSONNEL**

- 11.1** A management fee of ten (10%) of the amounts of DACM funds that are transferred by Williamson to be deposited in the Williamson DACM Program Fund Account by Travis may be used by Travis for its costs of administration and operation of Williamson's DACM Program.
- 11.2** Travis will hire, train and provide the staff and personnel necessary to administer Travis's contractual duties under this Agreement.
- 11.3** Travis must ensure that the services performed by its staff and personnel hereunder comply with all terms and conditions of the TCEQ Contract Documents as if such services were performed by Williamson.
- 11.4** Travis and Williamson hereby designated the individuals named below to serve as their Project Representatives. Either party may, upon ten (10) days advance written notice to the other party, designate a successor to serve as its Project Representative.

### **Williamson's Project Representative**

Gary Boyd  
Director of Williamson County Environmental Programs  
219 Perry Mayfield  
Leander, TX, 78641  
(512) 943-1921

### **Travis's Project Representative**

Adele Noel  
Travis County Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-7211

- 11.5** Travis must immediately notify Williamson of any changes in any of Travis's key staff and personnel that are responsible for oversight and administration of Williamson's DACM Program funds.

## **SECTION 12**            **AUDITS OR EVALUATIONS**

- 12.1** Williamson may conduct or cause to be conducted an independent audit of all Williamson funds that are transferred to and/or deposited by Travis or that may otherwise be used under this Agreement which may be performed by a certified public accounting firm, the Williamson County Auditor or by other auditors as designated by Williamson. Such audit will be conducted in accordance with applicable federal rules and regulations, contractual guidelines, and established professional standards and practices.
- 12.2** Williamson may perform such evaluation studies as Williamson determines necessary and will report preliminary results to Travis before the evaluation is concluded and findings are made a matter of record.

## **SECTION 13**            **TECHNICAL ASSISTANCE AND MONITORING**

Williamson may conduct monitoring and evaluation of the performances of Travis. Williamson must notify Travis in writing of any deficiencies noted during such review, and allow Travis adequate time to correct the deficiencies. Williamson may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

## **SECTION 14**            **PREVENTION OF FRAUD, ABUSE, AND CONFLICTING INTERESTS**

- 14.1** Travis agrees that it will perform services in accordance with safeguards against fraud and abuse as set forth by the State of Texas.
- 14.2** Travis must implement reasonable internal program management procedures sufficient to ensure that its staff and personnel are aware of penalties imposed for fraudulent activities.
- 14.3** Except as provided by law or court order, the parties must ensure the confidentiality of all reports of fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of law or program rules, policies and procedures subject to the requirements of the Texas Public Information Act.
- 14.4** Travis must take every reasonable course of action in order to maintain the integrity of Williamson's DACM Program and to avoid favoritism and questionable or improper conduct. This Agreement must be administered in an impartial manner, free from efforts to gain personal, financial or political gain. Travis, its staff and employees must avoid situations, which suggest that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

## **SECTION 15**

## **OPEN MEETINGS AND PUBLIC INFORMATION**

Travis and Williamson must comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552.

## **SECTION 16**

## **NONDISCRIMINATION AND EQUAL OPPORTUNITY**

- 16.1** The parties are responsible for implementing equal opportunity programs and services as required by federal law. Travis and Williamson must comply with all applicable equal opportunity laws, rules, regulations, and executive orders.
- 16.2** Travis and Williamson must take affirmative action to ensure that program participants, applicants for employment, and employees are treated in all terms and conditions of service and/or employment without regard to their race, religion, color, sex, national origin, sexual orientation, political beliefs or affiliations, age, or physical or mental disability. Such terms and conditions of service and/or employment must include, but are not limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; assistance award; rates of pay or other forms of compensation; and selection for training including apprenticeship. Travis and Williamson agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.

## **SECTION 17**

## **TERMINATION**

- 17.1** The parties agree this Agreement may be terminated, in whole or in part, due to any of the following events:
- 17.1.1** By mutual written agreement, or by 90 day written notice from either party.
- 17.1.2** In the event Travis fails to provide services in accordance with this Agreement or Williamson's Grant Activities Plan, Williamson may issue written notice of default. Williamson may terminate this Agreement after giving Travis reasonable ability to cure the failures stated in the written notice.
- 17.1.3** In the event federal or state laws or regulations should be amended or judicially interpreted to render continued performance of this Agreement by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services, then the parties must be discharged from any further obligation under this Agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of Agreement close-out.

**17.1.4** By notice of termination due to funding unavailability, as provided for in Section 7.1 of this contract.

**17.2** Travis must cease to incur costs upon termination or receipt of written notice to terminate, whichever occurs first subject to a mutual determination of reasonable and necessary close-out costs.

**17.3** This Agreement will automatically terminate if Williamson or Travis discontinues participation in the DACM Program.

## **SECTION 18            GENERAL PROVISIONS**

**18.1** To the extent required by law, Travis must comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401 et seq) and the Federal Water Pollution Control Act, as amended (233 U.S.C. 1251 et seq, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protective Agency Regulations at 40 CFR Part 15, and “the Buy America Act, as amended”.

**18.2** No liability or loss or rights hereunder shall result to either party from delay or failure in performance (other than payment) caused by force majeure, that is, circumstances beyond the reasonable control of the party effected thereby, including, without limitation, acts of God, fire, flood, war, compliance with laws and regulations, strikes, lockouts or other serious labor disputes, or shortage of or inability to obtain material or equipment.

**18.3** Health and safety standards established under state and federal law apply to working conditions of participants in programs under this Agreement. Travis must comply with any regulation prescribed by the Department of Labor necessary to protect the health and safety of any such participant who is engaged in activities which are not covered by health and safety standards under the Occupational Safety and Health Act of 1970.

**18.4** This Agreement must be construed, interpreted and applied in accordance with the laws of Texas. Venue must be in Travis County, Texas.

**18.5** If any of the terms or conditions of this Agreement shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity will not invalidate the whole Agreement, but it must be construed as if not containing such contravention or invalidity, and enforced accordingly; and the parties must endeavor to agree on a mutually acceptable alternative provision. Furthermore, Travis and Williamson agree that should any term or condition contained in this Agreement be determined to be invalid or unenforceable such determination will not affect any or all of the other terms and conditions in this Agreement which will continue in full force and effect.

- 18.6** Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

WILLIAMSON: Judge Dan A. Gattis (or successor),  
Williamson County Judge  
710 S. Main Street  
Georgetown, Texas 78626

WITH COPY TO: Gary Boyd  
Director, Environmental Programs  
219 Perry Mayfield  
Leander, Texas 78641

TRAVIS: Steven M. Manilla, P.E. (or successor)  
County Executive, TNR  
P. O. Box 1748  
Austin, Texas 78767

AND: Cyd Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767

WITH A COPY TO: David Escamilla (or successor)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767  
File No. 291.603

- 18.7** Independent Contractor. Travis is an independent contractor of Williamson under this Agreement. Neither Travis nor any officer, agent, servant, or employee of Travis will be classified as an employee or servant of Williamson.
- 18.8** No Third-Party Beneficiary. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.
- 18.9** Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. **Notwithstanding any provision to the contrary, no official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.**

**18.10** Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

## **SECTION 19            POLITICAL ACTIVITY: LOBBYING**

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Travis will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR 93.

## **SECTION 20            DRUG FREE WORK PLACE**

Travis agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).

# **PART B: ADMINISTRATOR ASSURANCES**

## **SECTION 1   PROHIBITION AGAINST EXCEEDING TERMS OF AGREEMENT AND EACH PARTY'S DACM PROGRAMS**

- 1.1**    Travis must not exceed the allocated amount of Williamson's DACM funds to be expended under this Agreement.
- 1.2**    Travis will use Williamson's DACM funds only to enable Travis to meet its responsibilities under this Agreement regarding Williamson's DACM Program. More specifically, Williamson's DACM funds shall be used to reduce ozone-forming pollutants from on-road motor vehicles by providing low to middle income vehicle owners of Williamson County, Texas with financial assistance in complying with vehicle emissions standards. Travis's DACM funds shall not be used for purposes of Williamson's DACM Program.

## **SECTION 2   CONFIDENTIALITY OF RECORDS**

- 2.1 Travis agrees to maintain the confidentiality of any information, which identifies or may be used to identify any program applicant or participant, and/or the immediate family of any applicant or participant, except as required under Part A, Sections 8 and 9 of this Agreement, by terms outlined in the TCEQ Contract Documents, Title 30, Texas Administrative Code §114.70, or the Texas Public Information Act.
- 2.2 Travis must not divulge any such information without the written permission of the applicant or participant, unless the information is necessary for purposes related to the performance or evaluation of this Agreement. In these cases, information may be divulged to parties having responsibilities under this Agreement for monitoring or evaluating the services and performances under this Agreement, to parties described in Part A, Section 1, or to other governmental authorities to the extent necessary for the proper administration of the law.

No release of information or records will be construed as a breach of this Agreement if properly released pursuant to the Texas Public Information Act.

## **PART C – FACILITIES AND INFORMATION SYSTEMS**

### **SECTION 1 FACILITIES – GENERAL PROVISIONS**

- 1.1 Travis must provide or arrange for appropriate facilities to process applications, store records, disperse information, and if applicable, communicate with program applicants and/or participants.

### **SECTION 2 INFORMATION TECHNOLOGY RESOURCES**

- 2.1 Travis may use any information technology necessary for administration and operation of the Williamson DACM Program. Such equipment is the responsibility of Travis.
- 2.2 Travis and Williamson must provide links to information regarding each party's DACM Program on each party's respective websites. In addition to each party's website, Travis and Williamson will also provide a method or mechanism by which DACM applicants may obtain applications and DACM Program information.

This Agreement will be effective June 1, 2016.

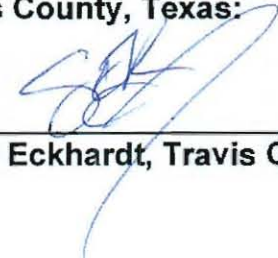
*[Signatures on following page]*

**Williamson County, Texas:**

  
\_\_\_\_\_  
**Dan A. Gattis, Williamson County Judge**

Date: 06.01., 2016

**Travis County, Texas:**

  
\_\_\_\_\_  
**Sarah Eckhardt, Travis County Judge**

Date: 6/2/, 2016