

AN ORDINANCE **2010-12-09-1048**

AUTHORIZING AN INTERAGENCY PARTICIPATION AGREEMENT WITH CPS ENERGY IN AN AMOUNT UP TO \$50,000.00 TO MANAGE A MEDIA MARKETING CAMPAIGN FOR THE “SOLAR AMERICA CITIES PROGRAM” TO RAISE PUBLIC AWARENESS OF BUILD SAN ANTONIO GREEN’S SOLAR HOME CERTIFICATION PROGRAM FUNDED THROUGH THE DEPARTMENT OF ENERGY’S “SOLAR AMERICA CITIES” GRANT.

* * * * *

WHEREAS, in 2008, the City of San Antonio was awarded the “Solar America Cities” designation and received a grant for \$200,000.00 from the Department of Energy, as a part of the Department of Energy’s Market Transformation efforts, with the purpose of reducing barriers to the commercialization of solar energy technologies by supporting the development of City policies and procedures, with the objective of formulating a more aggressive near-term and a mid-term strategic approach to solar power; and

WHEREAS, market transformation partners, such as Build San Antonio Green, have assisted in the development of a sustainable solar infrastructure, therefore the City entered into an agreement with Build San Antonio Green to develop a solar home certification program to educate the community on the value of solar homes and the value of solar as a secure, reliable, and clean energy choice for new homes, through a media relations and event campaign; and

WHEREAS, CPS Energy has existing media contracts that enable rapid implementation of the media marketing program and this Interagency Participation Agreement will assist the City in managing a media marketing program to implement the “Solar America Cities” outreach component, in an amount up to \$50,000.00, through March 31, 2011; and

WHEREAS, this Ordinance authorizes approval to execute an Interagency Participation Agreement with CPS Energy in an amount up to \$50,000.00, to manage a media marketing campaign for the “Solar America Cities Program” to raise public awareness of Build San Antonio Green’s solar home certification program funded through the Department of Energy’s “Solar America Cities” grant; **NOW THEREFORE**,

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

SECTION 1. The City Manager, or her designee, or the Director, Office of Environmental Policy, or his designee, is hereby authorized to take all actions necessary to negotiate and execute an Interagency Participation Agreement with CPS Energy, in an amount up to \$50,000.00, to manage a media marketing campaign for the “Solar America Cities Program”. This agreement is funded through the Department of Energy’s “Solar America Cities” grant. A copy of the Agreement, in substantially final form, is attached and incorporated herein for all purposes as **Attachment “I”**. The execution authority granted by this Ordinance shall expire 60 days from the effective date.

SECTION 2. Fund 2601455001 entitled "Department of Energy" and Internal Order 155000000033, are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this agreement.

SECTION 3. The sum of \$50,000.00 is hereby appropriated in the above designated fund and will be disbursed from GL 5201040 "Fees to Professional Contractors". Payment is authorized to CPS Energy and should be encumbered with a purchase order.

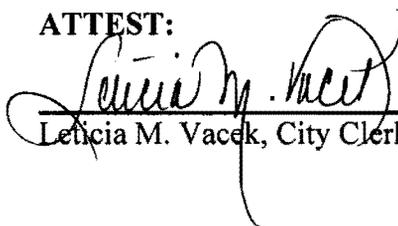
SECTION 4. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 9th day of December, 2010.

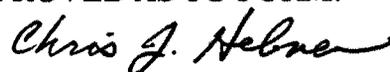

M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

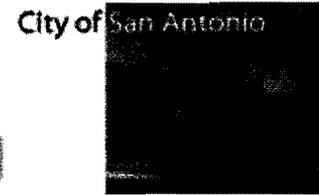
APPROVED AS TO FORM:



for Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 40A

Name:	6, 7, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23A, 23B, 25, 27A, 27B, 29, 30, 31, 34, 35, 36, 37, 38A, 38B, 39A, 39B, 39C, 40A, 40B, 41, 42						
Date:	12/09/2010						
Time:	10:12:31 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an Interagency Participation Agreement with CPS Energy in an amount up to \$50,000.00 to manage a media marketing campaign for the "Solar America Cities Program" to raise public awareness of Build San Antonio Green's solar home certification program, funded by the Department of Energy's "Solar America Cities" grant.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				x
Elisa Chan	District 9		x				
John G. Clamp	District 10		x			x	

Interagency Participation Agreement between the City of San Antonio
and
CPS Energy for the Implementation of
BSAG Level 3 Solar Home Campaign

This Interagency Participation Agreement (the "Agreement") is entered into and will be effective after execution by both Parties (the "Effective Date") in accordance with City Ordinance 2010-12-09-____, by and between the City of San Antonio ("COSA" or "City") and CPS Energy, acting by and through the City Public Service Board ("CPS Energy"). CPS Energy and the City are sometimes referred to herein individually as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, COSA, a home-rule city which exists under the laws of the State of Texas, and CPS Energy, a electric and gas utility that is owned by COSA, jointly agree to implement the "Solar America Cities Outreach Initiative" (the "Program"), to raise public awareness of Build San Antonio Green's solar home certification program, funded by the U.S. Department of Energy (the "DOE"); and

WHEREAS, the goal of the Program is to formulate a more aggressive near-term and a mid-term strategic approach to solar power. In order to achieve the project objective, the City of San Antonio will educate the public about the value of solar as a secure, reliable, and clean energy choice for new homes through a media relations and event campaign; and

WHEREAS, on January 10, 2008, the City Council passed Ordinance No. 2008-01-10-0015, authorizing acceptance of "Solar America Initiative Grant Program" Funds (the "Grant Funds") for up to \$200,000.00; and

WHEREAS, a portion of the Grant Funds will be used to raise public awareness of Build San Antonio Green's solar home certification program; and

WHEREAS, CPS Energy is willing to participate with COSA in order to provide design and implementation services in connection with the Program; and

WHEREAS, CPS Energy and the City have agreed that the total of all Grant Funds to be allocated at this time shall not exceed \$50,000.00 (the "Allocated Program Funds") to be appropriated as in Estimated Program Expenses in Exhibit A; and

WHEREAS, the City and CPS Energy agree that coordination of their respective energy initiatives will help increase the efficiency of the effort and result in a better utilization of resources;

ATTACHMENT 1

NOW THEREFORE, the Parties mutually agree to coordinate their efforts for the purpose of expending the Allocated Program Funds and implementing the Program. CPS Energy and the City desire to set forth certain understandings as follows:

1. **Recitals Incorporated.** The Recitals set forth above are incorporated into this Agreement for all purposes.

2. **Description of “Solar America Cities” Program**
 - (a) The Allocated Program Funds will be used to, to raise public awareness of Build San Antonio Green’s (BSAG) solar home certification program, as more specifically described in **Exhibit A**, “CPS Energy Build San Antonio Green Level 3 Solar Home Campaign”, attached hereto and incorporated herein for all purposes. The Program, as implemented by the Parties, is to augment the City of San Antonio’s initiatives to formulate a more aggressive near-term and a mid-term strategic approach to solar power. In order to achieve the project objective, City of San Antonio will educate the public about the value of solar as a secure, reliable, and clean energy choice for new homes through a media relations and event campaign.

 - (b) CPS Energy will reasonably cooperate with the City by providing personnel from time to time in order to assist designated City staff members in the coordination, development, marketing and implementation of the Program.

3. **Responsibilities of COSA.** The City’s Office of Environmental Policy (the “OEP”) (with the participation of the City’s Finance Department) will be accountable for general administration of and for the Program.
 - (a) **Financial Administration and Reporting.** OEP will be accountable for the following financial and reporting tasks:
 - i. Quarterly financial reporting to the DOE, as required.

 - ii. Deposit Allocated Program Funds received from the DOE, and transfer and make payment of Program Funds no later than 30 days after the City’s receipt and approval of CPS Energy’s invoice.

 - iii. Act as the point of contact to the DOE for the administration of the Program and Program Funds.

 - (b) **Program Compliance.** OEP will also be accountable for the following program compliance tasks:
 - i. Ensure proper auditing associated with the expenditure of all Grant Funds (including the Allocated Program Funds) received from the DOE.

- ii. Program compliance reporting to the DOE, as required, with information provided by CPS Energy.
 - iii. Work diligently with CPS Energy to develop the media outreach components for the Program.
 - (c) **General Program Administration.** OEP shall have the authority to implement additional policies and respond to any inquiries from the DOE as necessary for the successful administration of the Program.
4. **Responsibilities of CPS Energy.** CPS Energy will be accountable for the following activities in connection with the development of the media campaign for the Program:
- (a) **Creative Design:** CPS Energy will create, develop and produce artwork, slogans, photography, web applications, etc for the Program with the City.
 - (b) **Identify Media Venues:** CPS Energy will identify appropriate vehicles for message dissemination, including print and digital billboards.
 - (c) **Establish a Schedule and Budget:** CPS Energy will establish a schedule and budget including creative development production and media
 - (d) **Procuring the identified media options:** CPS Energy will procure the identified media options.
 - (e) **Invoicing and Reporting:** CPS Energy will develop a mechanism for financial transactions between the Parties in connection with the proper and timely invoicing for, as well as the transfer and receipt of, Allocated Program Funds.
5. **COSA/CPS Energy Joint Administration Committee.** COSA and CPS Energy shall form a Joint Administration Committee (the "Committee"). The Committee shall consist of the following four (4) members:
- (a) COSA Representative No. 1, the Director of Environmental Policy; (b) COSA Representative No. 2, the Program Manager, Office of Environmental Policy; (c) CPS Representative No. 1, the Energy Management Manager; and (d) CPS Representative No. 2, the Program Manager.

The Committee shall have the authority to develop and implement new policies, procedures, and regulations necessary for the successful implementation and administration of the Program. The work of the Committee shall be approved by majority vote of the Committee members and a written record will be created

every time the Committee meets. All such records will be maintained by the OEP. Either Party may call a meeting of the Committee. An official meeting need not be called in order for the Committee to act. For example, decisions of the Committee may be made through written correspondence, including email, as long as a majority of the Committee approves of the decision to be made in writing. Each Committee member may designate another individual to serve on the Committee if he or she is unable to attend a Committee meeting. Any vacancy on the Committee shall be replaced by appointment of a new Committee member by the remaining member of the Party whose Committee member was unable or unwilling to continue to serve. If the seats for both Committee members for either Party are vacant, a replacement will be promptly designated by the City or CPS Energy, as the case may be. The Committee cannot take any action unless a majority of its members have voted on and approved of an item, whether the Committee meets formally or communicates through correspondence. In either event, the Committee will develop minutes of its formal or virtual meeting. The Committee may be terminated by approval of both Parties once the Program is fully implemented and all compliance and reporting requirements have been met.

6. **Reimbursement and Disallowed Costs.** CPS Energy shall submit invoices monthly along with documentation that reflects a detail of expenditures. CPS Energy will provide Program status updates and upcoming expectations regarding achievement of Program objectives when requested, though not less frequently than once at the end of each calendar quarter.

None of the funds appropriated or otherwise made available to the City or CPS Energy may be used for restricted, prohibited, or unauthorized uses as defined under the provisions of the Department of Energy. Such use may be classified as “disallowed costs” by the DOE and subject to reimbursement back to DOE by the party deemed to have control over the manner in which the funds are used. Disallowed costs shall be paid with unrestricted (non-federal) funds.

7. **Liability.** Each Party shall be responsible for its own actions and those of its employees and/or persons acting by or on its behalf, along with any liability arising from such activities while carrying out the purpose of this Agreement. Each Party agrees to have sufficient insurance in place to cover all obligations assumed in this Agreement and any liabilities arising while carrying out those obligations.
8. **Audit.** City has the right to audit, examine or inspect, the Records directly relating to CPS Energy’s performance of its responsibilities under the Program during the term of the grant and retention period herein. The audit, examination or inspection may be performed by a City designee, which may include its internal auditors or an outside representative engaged by the City at its expense. CPS Energy agrees to retain its Records for a minimum of four (4) years following completion or termination of all Program services or work required by

the Agreement, unless there is an ongoing dispute under the Agreement, then, such retention period shall extend until final resolution of the dispute. "Records" include any and all information, materials and data of every kind and character generated as a result of the work performed under this Agreement including, but are not limited to, billings, books, general ledger, cost ledgers, invoices, production sheets, documents, correspondence, meeting notes, subscriptions, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers, memoranda, time sheets, payroll records, policies, procedures, federal and state tax filings for issue in question, and any and all other agreements, sources of information and matters that may, in the City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement.

City agrees that it will exercise the right to audit, examine or inspect only during regular business hours and CPS Energy will provide adequate and appropriate work space necessary for the City or its designees to conduct such audits, inspections or examinations at the City's expense. CPS Energy agrees to include this audit clause in any subcontract, supplier or vendor contract.

9. **CPS Energy Access to Records.** For the purposes of responding to internal and external audits, CPS Energy may request reasonable access to documents and records related to this agreement and their participation in this program. Such documents and records shall include billings, invoices, correspondence, meeting notes, reports, receipts, memoranda, policies, and procedures for the issue in question. Records will be provided at CPS Energy's expense. CITY shall not unreasonably withhold materials related to this request.
10. **Reporting.** In addition to any other reporting requirements in the Agreement, CPS Energy shall provide to City all pertinent data reasonably required by the Department of Energy, in the detail and format as reasonably requested by the City.
11. **Effect of Agreement.** This Agreement is entered into for the purpose of providing a framework for the joint administration and implementation of the Program undertaken by the City and CPS Energy as financially supported by the Grant Funds. It is not intended as an exhaustive or complete listing of the terms and conditions that will govern this joint effort.
12. **Notice.** For purposes of this Agreement, all official communications and notices between the Parties shall be deemed sufficient if in writing and either delivered in person to the intended recipient or sent by U.S. registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Communication to
the City at:

City of San Antonio
Office of Environmental Policy
P.O. Box 839966
San Antonio, TX 78283
Attention: Laurence Doxsey

with a copy e-mailed
to:

liza.meyer@sanantonio.gov

Invoices to the City
at:

City of San Antonio
Attn: Accounts Payable
P.O. Box. 839966
San Antonio, TX 78283

with a copy e-mailed
to:

oeaccounts@sanantonio.gov

CPS ENERGY

Communication to
CPS Energy at:

CPS Energy
PO Box 1771 – MD 100406
San Antonio, TX 78296
Attention: Kathe Doran
kadoran@cpsenergy.com

- 13. Term.** This Agreement is intended to be effective from the Effective Date through March 31, 2011, but may be terminated at an earlier time by written approval of both Parties.

This Agreement is executed to be effective after approval by the San Antonio City Council, as signified by passage of an ordinance, and execution by both Parties.

City of San Antonio

By: _____

Printed Name: Edward Benavides

Title: Chief of Staff, City Manager's Office

Date: _____

CPS Energy, by and through the City
Public Service Board

By: _____

Printed Name: Bruce Evans

Title: Director of Customer Solutions and Delivery

Date: _____

APPROVED AS TO FORM

Michael D. Bernard
City Attorney

EXHIBIT A

**CPS Energy
Build San Antonio Green Level 3 Solar Home Campaign**

PROJECT DESCRIPTION

The Solar San Antonio 2015 project will reduce barriers to the commercialization of solar energy technologies by supporting the development of City policies and procedures. Market transformation partners, such as local renewable energy non-profits will assist in the development and adoption of a sustainable 2015 solar infrastructure for the City of San Antonio.

During the grant term the City of San Antonio, in partnership with CPS Energy and Build San Antonio Green, will promote solar technologies among residents and local businesses through outreach campaigns and rebate programs. The objective of the Solar America Cities 2008 grant is to augment the City of San Antonio's initiatives to formulate a more aggressive near-term and a mid-term strategic approach to solar power. In order to achieve the project objective, City of San Antonio aims to educate the public about the value of solar as a secure, reliable, and clean energy choice for new homes through a media relations and event campaign.

CPS ENERGY SCOPE OF WORK

Task 1: Procuring the identified media options

ESTIMATED PROGRAM EXPENSE	PRICE	TOTAL
Ad space through various media venues	\$50,000	\$50,000
TOTAL SOLAR AMERICA CITY FUNDS		\$50,000.00
ESTIMATED (IN-KIND) CONTRIBUTION FROM CPS ENERGY	DOLLAR VALUE	TOTAL
1. Create, develop and produce artwork, slogans, photography, web applications, etc.		
2. Identifying appropriate vehicles for message dissemination including print and digital billboards	\$ 7800 \$ 845	
3. Establishing a schedule and budget including creative development, production and media.	\$ 1625	
TOTAL (IN-KIND) CONTRIBUTION	\$ 10,270	\$10,270
ESTIMATED TOTAL PROGRAM VALUE:		\$ 60,270