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SUBRECIPIENT: **Fort Bend County**
ARRA STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5311) GRANT AGREEMENT
CFDA #: 20.509
PROJECT GRANT AGREEMENT #: **RPT 0905 (12) R1**
STATE PROJECT #: **51912F7288**
MASTER GRANT AGREEMENT #: **517XXF7019**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**STATE/LOCAL RURAL PUBLIC TRANSPORTATION
AMERICAN RECOVERY & REINVESTMENT ACT OF 2009
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State," and **Fort Bend County** , hereinafter called the "Subrecipient."

W I T N E S S E T H

WHEREAS, 49 U.S.C. Section 5311, provides that eligible recipients may receive federal funds through the Rural Public Transportation Grant Program, a federal assistance program administered by the Federal Transit Administration to enhance the access of persons living in rural areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and,

WHEREAS, Transportation Code, Chapter 455, authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code, Chapter 456; and,

WHEREAS, the American Recovery and Reinvestment Act of 2009 (ARRA) ([Pub. L. 111-5]) was signed into law by President Barack Obama on February 17, 2009, and includes funds for transit capital improvements; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Rural Public Transportation Grant Program, to administer a statewide Rural Public Transportation Grant Program, and to provide state funds to match federal funds; and,

WHEREAS, the Subrecipient submitted a Fiscal Year 2009 Grant Application, Part I (GA Part I) for state financial assistance for a rural public transportation project generally including training, technical assistance, research, or support services related to public transportation in nonurbanized areas, and the Texas Transportation Commission approved the application by Minute Order Number 111716, dated February 26, 2009; and,

WHEREAS, the Subrecipient must execute a GA Part I and a Fiscal Year 2009 Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and/or federal grants.

6-25-09 copy received

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the State and the Subrecipient hereto agree as follows:

A G R E E M E N T

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **May 1, 2009**, whichever is later. This PGA shall remain in effect until **December 31, 2010** unless modified in an amendment or terminated in accordance with Article 15 of the Master Grant Agreement referenced above. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the GA Part I to the State. The time period of this PGA cannot be extended past the MGA without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

The Subrecipient shall commence, carry out and complete the public transportation project described in the GA Part I and/or the attached Attachment A - Approved Project Description (Attachment A), with all practicable dispatch, in a sound, economical and efficient manner.

The Subrecipient shall carryout the public transportation project described in the GA Part I and the Attachment A in accordance with all of the documents associated with the MGA, and with all applicable federal and state laws and/or regulations.

ARTICLE 3. PROCUREMENT

Under the American Recovery and Reinvestment Act, the Transit Capital Assistance Program funds remain available for a limited period of time. Failure to meet the milestones outlined in this article may result in the loss of the funds to the Subrecipient.

If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line item(s) referenced in Attachment A. If applicable, no later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals.

Goods or equipment not requiring formal competitive procurement in accordance with the applicable provisions in the Government Code or Local Government Code (\$25,000 or less for those entities not covered by the Government Code or Local Government Code) do require the solicitation of bids from at least three sources. The subrecipient shall retain a written record of these solicitations. Exceptions will be allowed for those entities that are eligible to purchase items through the state open contract procedures.

The subrecipient shall furnish the department notice of the intent to award a purchase order or contract to any individuals or organizations not a part of the subrecipient's organization when the amount of the purchase meets or exceeds the threshold level in the Government Code or Local Government Code (or greater than \$25,000 for those entities not covered by the Government Code or Local Government Code) requiring formal competitive procurement. Purchases shall not be split out to stay below the threshold amount.

The Subrecipient shall enter into a binding agreement with a supplier **no later than 150 days after the effective date of the grant agreement**. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 4. COMPENSATION

The maximum amount payable under this PGA without modification is **\$622,000** which is comprised of **\$280,000** for the purchase of Transit Rolling Stock; **\$342,000** for the construction and/or renovation of a transit facility; and **\$0.00** for the purchase of Information technology (IT) hardware and/or software, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B - Master Budget Page.

The original and one copy of the invoice is to be submitted to the following address:

Lucy Lapaglia, Public Transportation Coordinator
Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

ARTICLE 5. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized herein shall be enacted by written amendment approved by the parties hereto before additional work may be performed or additional costs incurred. Any amendment so approved must be executed by both parties within the grant period specified in the MGA Article 1, Grant Time Period.

ARTICLE 6. SUCCESSORS AND ASSIGNS

The Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet or transfer their interest in this agreement without the written consent of the State.

ARTICLE 7. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 8. PRIOR AGREEMENTS

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

ARTICLE 9. INCORPORATION OF PROVISIONS.

Attachments are attached hereto and incorporated into this contract as if fully set forth herein.

ARTICLE 10. SPECIAL PROVISIONS FOR PROJECTS FINANCED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA).

The Subrecipient agrees that the following provisions apply to ARRA assistance authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent the department determines otherwise in writing:

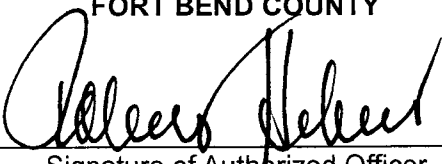
a. One-Time Funding. The Subrecipient acknowledges that receipt of ARRA funds is a "one-time" disbursement that does not create any future obligation by the department to advance similar funding amounts.

- b. Integrity. The Subrecipient agrees that all data it submits to the department in compliance with ARRA requirements will be accurate, objective, and of the highest integrity.
- c. Violations of Law. The Subrecipient agrees that it and its subrecipients shall report any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- d. Emblems. The Subrecipient agrees to identify projects supported by the department and FTA by attaching the appropriate emblems as the state or federal Governments may require.
- f. Reporting Requirements. In addition to other Federal reporting requirements applicable to the type of project undertaken, the Subrecipient agrees to comply with applicable state/federal reporting requirements associated with the ARRA funds.
- g. CCR Registration and DUNS. The Subrecipient certifies that it has registered with the Central Contractor Registration website and has provided a DUNS number to the department and completed Attachment C-Certifications.

ARTICLE 11. SIGNATORY WARRANTY

The undersigned signatory for the Subrecipient hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this agreement and that he or she has full and complete authority to enter into this agreement on behalf of the organization.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

<p style="text-align: center;">THE STATE OF TEXAS</p> <p>Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.</p> <p>By: _____ Lucy Lapaglia, Public Transportation Coordinator Houston District</p> <p>Date: _____</p>	<p style="text-align: center;">FORT BEND COUNTY</p> <p>By:  Signature of Authorized Officer</p> <p style="text-align: center;">_____ Robert E. Hebert Typed, Printed or Stamped Name</p> <p>Title: _____ County Judge</p> <p>Date: _____ June 23, 2009</p>
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List of Attachments

- A - Approved Project Description
- B - Master Budget Page

ATTACHMENT A

APPROVED PROJECT DESCRIPTION

for

The American Recovery and Reinvestment Act of 2009

The application for State and Federal assistance, as submitted to the State, is hereby incorporated into this agreement as part of the project description.

Subrecipient: Fort Bend County

Project Grant Agreement #: 51912F7288

State Project #: RPT 0905 (12) R1

Category	ALI Code	# Units	Project Description	Federal (100%)
Vehicles	11.13.04	2	Purchase of Rolling Stock	280,000
IT Equipment				0.00
Facility	11.33.04		Complete construction of SH 36 Park & Ride	<u>342,000</u>
TOTAL AWARD				\$622,000

Add any additional information here:

ATTACHMENT B

MASTER BUDGET PAGE

for

The American Recovery and Reinvestment Act of 2009

Attach a Print of the Master Budget Spreadsheet

ATTACHMENT C
CERTIFICATIONS
for
The American Recovery and Reinvestment Act of 2009

1. DUNS Number

To assist the government with reporting, the American Recovery and Reinvestment Act of 2009 (ARRA) requires that grantees (TxDOT) and first tier subrecipients, (all rural transit agencies) must obtain a DUNS number or update their record, if necessary.

I hereby certify that the DUNS number listed below is true and correct:

Legal Name of Agency: Fort Bend County

DUNS Number: 08-14-97075

Name of Official: Robert E. Hebert

Signature: 

Title: County Judge

Date: June 23, 2009

2. Central Contractor Registration (CCR)

Recipients of ARRA funds are required to report information must register with Central Contractor Registration (CCR) database. CCR registrants are required to submit detailed information on their company in various categories. Additional, non-mandatory information is also requested.

I hereby certify that the Fort Bend County has completed the required registration on the CCR website:

Name of Official: Robert E. Hebert

Signature: 

Title: County Judge

Date: June 23, 2009

AMERICAN RECOVERY & REINVESTMENT ACT – RECIPIENT AFFIDAVIT

I, Robert Hebert, County Judge, an authorized representative of: Fort Bend County, a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization, governmental entity, political subdivision, or other entity] (circle one) that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the recipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance.

I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from the Texas Department of Transportation, a state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348.

I further understand that I will require all sub-recipients with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above.

I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Fort Bend County
Recipient Name
Robert Hebert
Affiant Signature
Robert Hebert
Full Name
County Judge
Title
September 8, 2009
Date

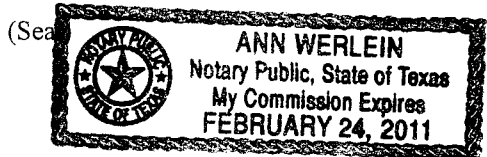
*June 23, 2009
Item 28 B*

Sworn and subscribed before me by the said

Robert Hebert
(Printed Name of Recipient's Authorized Representative)

this 8 day of September, 2009.

Ann Werlein
Notary Public, State of Texas
Notary's printed name: Ann Werlein
My commission expires: Feb 24, 2011



9-9-09 copy received