

AGENDA ITEM 30 B

ARF-3504
REGULAR SESSION AGENDA
Date: 04/26/2011

Item #: 90.0.
Public Transportation

CC-04-26-2011Fort Bend RPT 1105 (12) R1 PGA.pdf

Submitted For: Paulette Shelton Submitted By: Dalia Sister, Public Transportation

Department: Public Transportation

Type of Item: Discussion Item

Renewal Agreement/ No

Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals

Y/N?:

Information

SUMMARY OF ITEM

Take all appropriate action to authorize County Judge to sign and the Transportation Director to submit FY11 American Recovery and Reinvestment Act of 2009 Section 5311 Project Grant Agreement, Contract No. 51112F7286, State Project No. RFT1105(12)R1, to the Texas Department of Transportation to receive Federal funds in the amount of \$358,384.

SPECIAL HANDLING

Attachments

Link: CC-04-26-2011Fort Bend RPT 1105 (12) R1 PGA.pdf

4-27-11 copy received

COUNTY JUDGE
RECEIVED
APR 18 2011

ARRA PUBLIC TRANSPORTATION GRANT AGREEMENT: SECTION 5311 FEDERAL - RURAL PUBLIC TRANSPORTATION (RPT)
TRANSPORTATION PROVIDER: Fort Bend County
FTA GRANT #: TX-86-X001
CFDA #: 20.509
TxDOT PROJECT #: RPT 1105 (12) R1
MASTER GRANT AGREEMENT #: 517XXF7019

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**PUBLIC TRANSPORTATION
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
PROJECT GRANT AGREEMENT
FISCAL YEAR 2011**

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 "Transportation Provider."

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 Transportation Provider 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 Transportation Provider 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 Transportation Provider 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.

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

WHEREAS, the State and Transportation Provider executed prior Project Grant Agreement (prior PGA) No. 51912F7288 to effectuate their agreement to provide general public transportation with the Transportation Provider's award under the aforesaid Minute Order; and

WHEREAS, an unused balance in funds remains in prior PGA No. 51912F7288 and it has become necessary to extend the end date for use of the unused balance in prior PGA No. 51912F7288.

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

A G R E E M E N T

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective on the later date of full execution by both parties, but in no event before June 1, 2011 after the prior PGA No. 51912F7288 ends on May 31, 2011. This PGA shall remain in effect until May 31, 2012, 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 Transportation Provider 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 Transportation Provider 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 Transportation Provider 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 Transportation Provider.

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

ARTICLE 4. COMPENSATION

The maximum amount payable under the prior PGA No. 51912F7288 without modification was \$622,000. The maximum amount payable under this PGA No. 51112F7286 is the remaining balance of funds from said prior PGA 51912F7288 provided that expenditures are made in accordance with the amounts and for the purposes authorized in the said prior PGA, including, but not limited to the construction and/or renovation of a transit facility.

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

**Travis Madison, Public Transportation Coordinator
Texas Department of Transportation
PTN-Houston
P. O. Box 1386
Houston, Texas 77251-1386**

ARTICLE 5. STATE AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 6. NEPOTISM DISCLOSURE

A. In this section the term relative means:

- (1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
- (2) the grandparent, parent, sibling, child, or grandchild of the persons spouse.

B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services Section, General Services Division, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the Recipient's entity name, the name of the person who submitted the notification, the contract number, the district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Recipient employee, the expected role of the Recipient employee on the project, the name of the TxDOT employee who is a relative of the Recipient employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.

C. By executing this contract, the Recipient is certifying that the Recipient does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Recipient has notified TxDOT of each instance as required by subsection (b).

D. If the Recipient learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, the Recipient shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

E. If the Recipient violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

ARTICLE 7. CHILD SUPPORT STATEMENT

Under Section 231.006, Texas Family Code, the Transportation Provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Transportation Provider is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments. This article supersedes Article 31 of the Master Grant Agreement.

ARTICLE 8. 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 9. SUCCESSORS AND ASSIGNS

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

ARTICLE 10. 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 11. 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 12. INCORPORATION OF PROVISIONS.

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

ARTICLE 13. SPECIAL PROVISIONS FOR PROJECTS FINANCED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA).

The Transportation Provider 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 Transportation Provider 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 Transportation Provider 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 Transportation Provider 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 Transportation Provider 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 Transportation Provider agrees to comply with applicable state/federal reporting requirements associated with the ARRA funds. If the Transportation Provider is required to undergo a Single Audit in compliance with Office of Management and Budget regulations, then it must also file a Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), and separately identify any ARRA expenditures for Federal Awards.
- g. CCR Registration and DUNS. The Transportation Provider 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 14. SIGNATORY WARRANTY

The undersigned signatory for the Transportation Provider 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.

THE STATE OF TEXAS	FORT BEND COUNTY
<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: <u></u> Darla Walton, Public Transportation Coordinator PTN Bryan</p> <p>Date: <u>May 2, 2011</u></p>	<p>By: <u></u> Signature of Authorized Officer Robert E. Hebert _____ Typed, Printed or Stamped Name Title: <u>County Judge</u> Date: <u>April 26, 2011</u></p>

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.

Transportation Provider: Fort Bend County

Project Grant Agreement #: 51112F7286

TxDOT Project #: RPT 1105 (12) R1

Category	ALI Code	Project Description
Facility	11.33.04	Complete construction of SH 36 Park and Ride Facility

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: 081497075

Name of Official: Robert E. Hebert

Signature: 

Title: County Judge

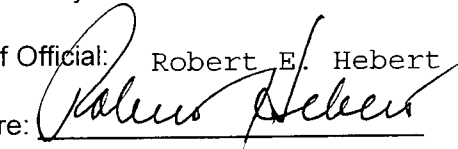
Date: *April 26, 2011*

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 «Name» has completed the required registration on the CCR website:

Name of Official: Robert E. Hebert

Signature: 

Title: County Judge

Date: *April 26, 2011*

