

21A

INTERAGENCY AGREEMENT
FOR
ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES
(“5310 PROGRAM”)
BETWEEN
THE METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY, TEXAS
AND
FORT BEND COUNTY

THE STATE OF TEXAS

COUNTY OF HARRIS

This Agreement (“Agreement”) is made and entered into by and between Metropolitan Transit Authority of Harris County, Texas (“METRO”), a body corporate and politic authorized and existing pursuant to Chapter 451, Texas Transportation Code, and Fort Bend County (FBC), a local government entity.

WITNESSETH

WHEREAS, METRO has been named by language of the Moving Ahead for Progress in the 21st Century Act (MAP-21) as the designated recipient for Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program and has through a fixed annual amount for identified dedicated transit providers in the region selected Fort Bend County for 5310 funding.

WHEREAS, METRO and Fort Bend County have agreed to terms and conditions specified in this interagency agreement

NOW, THEREFORE, in consideration of the premises and the mutual covenants specified herein, the parties hereby agree as follows:

ARTICLE 1: INDEPENDENT ENTITY

The execution of this Agreement and the distribution of funds from this program do not change the independent status of METRO or Fort Bend County. No provision of this Agreement or act of METRO in performance of the Agreement shall be construed as making Fort Bend County the agent, servant or employee of METRO, the State of Texas or the United States Government. Fort Bend County shall notify METRO of the threat of lawsuit or of any actual suit filed against Fort Bend County pertaining to this Agreement or which would adversely affect Fort Bend County’s responsibilities under this Agreement.

ARTICLE 2: SCOPE OF AGREEMENT

This Agreement specifies the terms and conditions under which Fort Bend County will provide and METRO will pay, for project implementation as described in Exhibit 1. The parties agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any supplemental agreements hereto.

ARTICLE 3: TERM

The disbursement of the funds shall begin on October 1, 2015 and end on December 31, 2016, unless the period of performance is extended or terminated by either party in accordance with the other terms of this Agreement.

ARTICLE 4: METRO'S OBLIGATIONS

4.1 METRO agrees to comply with all applicable local, state and federal laws and regulations in performance of this Agreement.

4.2 METRO shall provide day-to-day grants management as necessary to provide guidance for implementation of Fort Bend County's project as described in Exhibit 1.

4.3 METRO agrees to notify Fort Bend County of the outcome of its review of third party contracts submitted in accordance with Article 5.7 below within fifteen (15) business days of receipt of the proposed contracts.

ARTICLE 5: FORT BEND COUNTY'S OBLIGATIONS

5.1 Fort Bend County agrees to comply with all applicable local, state and federal laws and regulations in performance of this Agreement.

5.2 Fort Bend County commits to implementing the selected project as described in Exhibit 1.

5.3 Fort Bend County certifies its compliance with the FTA's standard Certifications and Assurances as outlined in Exhibit 2 with respect to the implementation of the project described in Exhibit 1. Furthermore, this certification shall remain in full force and effect for all subsequent years of the project implantation, including any future FTA revisions of said Certifications and Assurances. Fort Bend County also certifies its compliance with the FTA's annual Master Agreement, including any future FTA revisions of said Master Agreement, and herby incorporated as Exhibit 3.

5.4 This agreement between Fort Bend County and METRO provides for the insertion of language concerning FTA regulatory requirements and requires that any provider of services comply with those requirements.

During the performance of this Agreement, Fort Bend County agrees to abide by the following:

(a) **Compliance with Regulations.** Fort Bend County shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

(b) **Nondiscrimination.** Fort Bend County, with regard to the work performed by it during the specified period of performance, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Fort Bend County shall not participate either directly or indirectly

in the discrimination prohibited by Section 21.5 of the Regulation including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) **Solicitation for Subcontracts, including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by Fort Bend County for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Fort Bend County of its obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

(d) **Information and Reports.** Fort Bend County shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by METRO or the Department of Transportation (DOT) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of Fort Bend County and is in the exclusive possession of another who fails or refuses to furnish this information, Fort Bend County shall so certify to METRO or the Department of Transportation, as appropriate and shall set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance.** In the event of Fort Bend County's noncompliance with the nondiscrimination and / or procurement provisions of this Agreement, METRO shall impose such contract sanctions as it or the Department of Transportation may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to Fort Bend County under the Agreement until Fort Bend County complies, and / or
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

(f) **Incorporation of Provisions.** Fort Bend County shall include the provisions of paragraphs (a) through (f) for work to be performed under the subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant hereto. Fort Bend County shall take such action with respect to any subcontract or procurement for noncompliance. Provided, however, that in the event Fort Bend County becomes involved in or is threatened with litigation by a contractor, subcontractor, or supplier as a result of such direction, Fort Bend County may request METRO to enter into such litigation to protect the interests of METRO and, in addition, Fort Bend County may request the United States Department of Transportation to enter into such litigation to protect the interests of the United States.

5.5 Fort Bend County agrees to abide by the appropriate Federal Acquisition Regulations, including but not limited to specifications regarding Buy America terms, for the acquisition of all goods, services, materials, or equipment required in the performance of this project.

5.6 Fort Bend County agrees to provide quarterly Milestone Progress and Financial Status reports as described in Exhibit 4 within 15 business days after the close of each calendar quarter (March, June, September, December). Each Milestone Progress report shall contain an update of the major activity milestones (as established during the initial grant application), a summary of the major activities completed during the previous quarter, a summary of activities scheduled for the following quarter, and identification of problems and / or issues that may affect the project's completion on its specified schedule. Further, Fort Bend County agrees to include details regarding any contract amendment(s) or

change order(s) related to the work in this agreement equal to or greater than \$100,000 if executed during the report period.

Each Financial Status report shall be completed in accordance with the FTA's Financial Status Report form, including a reconciliation by activity line item code of the previous quarter's expenditures; the current quarter's expenditures; the total life-to-date expenditures; the FTA and local share of life-to-date expenditures; the current unliquidated obligations (unpaid contract balances); the FTA and local share of unliquidated obligations; and the total authorized FTA budget.

Expenditures shall be supported by the appropriate level of financial documentation, including time sheets for direct labor and invoices for third party expenses.

5.8 Fort Bend County agrees to submit third party contracts upon request necessary for the project's implementation to METRO for review prior to the execution of such contracts. Additionally, Fort Bend County agrees to submit any proposed third party contract amendment(s) or change order(s) for METRO review prior to the execution of such contract amendment(s) or change order(s).

ARTICLE 6: LIMITATION OF LIABILITY

6.1 METRO is a governmental entity under the Texas Tort Claims Act.

6.2 Fort Bend County is a governmental entity under the Texas Tort Claims Act.

6.3 Fort Bend County acknowledges that it is not an agent, servant, nor employee of METRO.

6.4 METRO acknowledges that it is not an agent, servant, nor employee of Fort Bend County.

6.5 The parties expressly agree that the disbursement of funds under this initiative is not a joint venture or enterprise. It is not the intent of the parties that a joint enterprise relationship is being entered into and the parties specifically disclaim such relationship. This Agreement does not constitute a joint enterprise.

6.6 METRO and Fort Bend County are entitled to the immunities and defenses of the Texas Tort Claims Act.

ARTICLE 7: TERMINATION

7.1 **Termination for Convenience.** Notwithstanding any other provision of this Agreement, either party may, in its sole discretion, terminate this Agreement, if it determines that it is in its best interest to do so, providing, however, that the party seeking to terminate the provision of services under this Agreement gives written notice to the other party at least sixty (60) calendar days prior to the expected date of the termination of services.

ARTICLE 8: DEFAULT AND REMEDIES

8.1 **Default.** The failure by either party to fully and timely comply with its respective obligations, and the failure to cure such noncompliance within thirty (30) days after written notice from the other party, shall constitute a default ("Default"). In the event of a Default, the non-defaulting party may notify the defaulting party of its intent to terminate this Agreement as of a date specified in such notice. If such default is not cured by such termination date, this Agreement shall be deemed automatically terminated as of the date so specified in the notice without further act of either party. This Agreement shall not be considered as specifying the exclusive remedy for any Defaults; and all remedies existing at large or in equity may be availed of by either party and shall be cumulative.

ARTICLE 9: FORCE MAJEURE

Neither party shall be held liable for any loss or damage due to delay in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, which causes may include acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

ARTICLE 10: AUDIT AND INSPECTION OF RECORDS

Fort Bend County shall permit the authorized representatives of METRO and the federal government to inspect and audit all data and records of Fort Bend County relating to its performances under this Agreement. METRO representatives may perform, or have performed, an audit of Fort Bend County's books and records. Fort Bend County shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates.

ARTICLE 11: NOTICES

Any notices required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the time of hand delivery to the addresses set forth below, or three (3) days after deposit in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To METRO:

Mary Fay, Director of Grant Programs
Metropolitan Transit Authority of Harris County
P.O. Box 61429
Houston, Texas 77208-1429

To Fort Bend County Transportation:

Fort Bend County, Public Transportation Dept.
ATTN: Paulette Shelton, Transportation Director
12550 Emily Court, Suite 400
Sugarland, Texas 77469

Fort Bend County Judge
ATTN: Robert Herbert
401 Jackson Street
Richmond, Texas 77469

ARTICLE 12: WAIVER

The failure of any party at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of any party of any condition, or of any breach of any term, covenant, representation or warranty contained herein, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such condition or breach or waiver of any other condition.

ARTICLE 13: ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with regard to the matters addressed herein. This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions be waived except by written instrument executed by both parties.

ARTICLE 14: GOVERNING LAW

This Agreement is subject to all applicable laws, regulations, codes, ordinances, rules and rulings of the Federal Government, the State of Texas, City of Houston, and any other governmental entity that has jurisdiction over the parties or activities set out herein. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Any action brought to enforce or interpret this Agreement shall be brought in a court of appropriate jurisdiction in Harris County, Texas.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the date first written above:

IN TESTIMONY OF WHICH, this Agreement, in duplicate originals, each having equal force, has been executed on behalf of the parties hereto as follows:

a. It has on the 8 day of Sept, 2015, been executed on behalf of Fort Bend County by County Judge.

b. It has on the ___ day of _____, 2015, been executed on behalf of METRO by _____, and attested by its Assistant Secretary, pursuant to Resolution 2015-55 of its Board of Directors authorizing such execution.

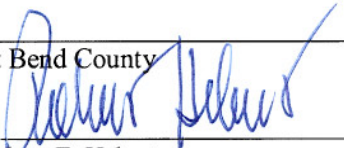

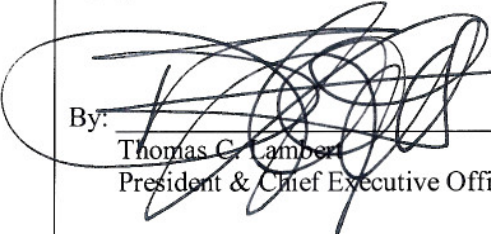
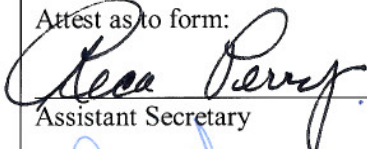
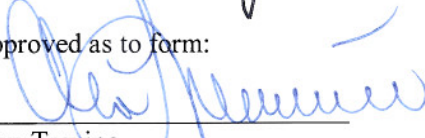

<p>Fort Bend County</p> <p>By:  Robert E. Hebert County Judge</p> <p>Approved as to form:</p> <p> Huma Ahmed Assistant County Attorney</p>	<p>Metropolitan Transit Authority of Harris County, Texas</p> <p>By:  Thomas G. Amber President & Chief Executive Officer</p> <p>Attest as to form:</p> <p> Lisa Perry Assistant Secretary</p> <p>Approved as to form:</p> <p> Alva Trevino General Counsel</p> <p> Debbie Sechler Executive VP & CFO</p>
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EXHIBIT 1

PROJECT DESCRIPTION

AND BUDGET

FORT BEND COUNTY TRANSPORTATION

**5310 ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH
DISABILITIES**

Project Description: The Fort Bend County 5310 Transportation Program is a demand response and point deviation service of Fort Bend County for elderly and disabled passengers.

5310 Enhanced Mobility for Seniors and Individuals with Disabilities funding will provide 80% of the eligible capital project expenses. Transportation Development Credits (TDCs) will be used for the local match.

Project Budget:

Transportation Service (80%/20%)	\$1,052,376
Total	\$1,052,376
FTA	\$1,052,376
TDCs	\$210,475



EXHIBIT 2

FTA CERTIFICATIONS & ASSURANCES

The Federal Transit Administration (FTA) requires grant recipients and subgrantees to file annual Certifications and Assurances (C&A) of compliance with key federal regulations. The document is published annually in the *Federal Register* and made available on the FTA web site. Subgrantees are required to complete, sign, and return the attached FY2015 C&A; future annual certifications will be required for the duration of this interagency agreement.

EXHIBIT 3

FTA ANNUAL MASTER AGREEMENT

The United States Department of Transportation Federal Transit Administration (FTA) Master Agreement is authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users; the Transportation Equity Act for the 21st Century, as amended; the National Capital Transportation Act of 1969, as amended; and / or other Federal laws that FTA administers. The Master Agreement is published annually on the FTA web site at <http://www.fta.dot.gov/documents/17-Master>. Subgrantees who receive Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds are required to comply with all terms and conditions outlined in the FY2008 Master Agreement and subsequent annual revisions thereto, and commit to so doing with the execution of this Interagency Agreement.

EXHIBIT 4 - A
PROJECT MILESTONES

The estimated milestone schedule is shown below. This schedule may be updated as grant award and project implementation occurs.

Activity	Date
Begin Transportation Service	10/01/2015
Complete Transportation Service	09/30/2016

Grantees are required to file quarterly reports. For each quarterly report for each program, Fort Bend County Transportation should report the following status for each activity listed above:

- Completion date
- Revised estimated completion date if activity is not completed during the quarter
- Significant accomplishments during the quarter
- Accomplishments planned for the following quarter
- Potential problems identified during the quarter and corrective action plan
- Modifications in excess of \$100,000 issued to third party contracts related to this contract
- Identification of receipt of any program-related claims

HOUSTON METRO

5310 Enhanced Mobility for Seniors and Individuals with Disabilities

Quarterly Project Status Report

Reporting Agency: **Fort Bend County Transportation**

Grant #: **TX-5310**

Project Name: **Seniors and Individuals with Disabilities Program**

Date Submitted: _____

Report for the **Quarterly** period: _____

Starting Date _____ Ending Date _____

Section I. Accomplishments. *Provide an update of revised estimated completion or actual completion dates for the milestones listed below.*

Milestone	Current Est. Completion	Revised Est. Completion	Actual Completion
11.71.13 Third Party Contracted Service			
Begin Transportation Service	10/1/2015		
Complete Transportation Service	9/30/2016		

Also provide a bulleted list of project accomplishments as well as a description of their importance to the project.

Section II: Problems/Solutions (NOTE: Please attach any additional information that you feel should be a part of your report or that may be required to meet the deliverable requirements for tasks completed during this reporting period.)

<p>Problem(s) Identified</p> <p><i>(Please report anticipated or unanticipated problem(s) encountered and its effect on the progress of the project)</i></p>	
<p>Proposed Solution(s)</p> <p><i>(Please report any possible solution(s) to the problem(s) that were considered/encountered)</i></p>	
<p>Action(s) Conducted and Results</p> <p><i>(Please describe the action(s) taken to resolve the problem(s) and its effect)</i></p>	

_____ Date: _____

Authorized Project Representative's Signature

EXHIBIT 4 – B

FINANCIAL STATUS REPORT

FINANCIAL STATUS REPORT (SHORT FORM)			
1. Federal Agency to which report is submitted: Federal Transit Admin.		2. Federal Grant #:	OMB Appvl. Nr. Page 1 of 1
3. Recipient Organization Metropolitan Transit Authority of Harris County, Texas P O Box 61429 Houston, Texas 77208-1429			
4. Employer ID Nr. 1-74-1998278-4	5. Recipient Acct Nr. N/A	6. Final Report Yes No XX	7. Basis Accrual
8. Funding/Grant Period FROM:		9. Period Covered this Rpt. FROM 01/01/2012 TO 03/31/2012	
10. Transactions		Previously Reported	This Period
			Cumulative
a Cash on hand at beginning of period			
b Cash receipts (from TEAM at qtr end)			
c Cash disbursements (= to TEAM disbmt at qtr end)			\$0
d Cash on hand (A + B - C) (sh / be zero)			\$0
e Total Federal Funds Authorized			\$0
f Federal Share of Expenditures		\$0	\$0
g Recipient Share of Expenditures		\$0	\$0
h Total Expenditures (F + G)		\$0	\$0
i Federal share of Unliq Obligations			\$0
j Recipient Share of Unliq Obligns			\$0
k Total Unliquidated Obligations			\$0
l Total Federal Share (F + I)			\$0
m Unoblig'd Balance Federal Funds (E - L)			\$0
n Total recipient share required			\$0
o Remaining recipient share to be provided			\$0
p Program income on hand at beginning			
q Total federal program income earned			
r Prog income expended deduction alternative			
s Prog income expended addition alternative			
t Prog inc expended allowable op/cap exp			
u Unexpended prog income (P + Q - R or S or T)			\$0
11. Indirect Rate		Base:	
Type of Rate	Final XX	Amount charged:	
FROM: 10/01/2009	TO: 09/30/2010	Federal share	
Rate	81.50%		
12. Remarks			
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.			
Typed or printed name and title Mary B. Fay Director, Grant Programs		Telephone 713-739-3715	
Signature of Authorized Certifying Official		Date Report Submitted 04/30/12	

FINANCIAL STATUS REPORT			
FINANCIAL STATUS REPORT METROPOLITAN TRANSIT AUTHORITY OF HARRIS COUNTY P. O. BOX 61429 HOUSTON, TEXAS 77208	FEDERAL TRANSIT ADMINISTRATION 1-74-1998278-4		PERIOD COVERED BY THIS REPORT FROM: 01/01/12 TO: 03/31/12
	N/A	FINAL REPORT: NO	
PROGRAMS/FUNCTIONS/ACTIVITIES	PROJECT/GRANT PERIOD FROM: TO: 03/31/12		BASIS: ACCRUAL
NET OUTLAYS PREVIOUSLY REPORTED	0	0	0
TOTAL OUTLAYS THIS REPORT	0	0	0
LESS: PROGRAM INCOME CREDITS	0	0	0
NET OUTLAYS THIS REPORT PERIOD	0	0	0
NET OUTLAYS TO DATE	0	0	0
LESS NON-FEDERAL SHARE OF OUTLAYS	0	0	0
TOTAL FEDERAL SHARE OF OUTLAYS	0	0	0
TOTAL UNLIQUIDATED OBLIGATIONS	0	0	0
LESS: NON-FEDERAL SHARE OF UNLIQUIDATED OBLIGATIONS SHOWN ABOVE	0	0	0
FEDERAL SHARE OF UNLIQ OBLIGS	0	0	0
TOTAL FEDERAL SHARE OF OUTLAYS AND UNLIQUIDATED OBLIGATIONS	0	0	0
TOTAL CUMULATIVE AMOUNT OF FEDERAL FUNDS AUTHORIZED	0	0	0
UNOBLIGATED BALANCE OF FEDERAL FUNDS	0	0	0
Approved FTA Budget	0	0	0
Matching Share	0	0	0
TOTAL	0	0	0

I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.

Mary B. Fey
Director/Grant Programs
Date: 04/30/12
Telephone: 713-736-3715