

CITY CLERK DEPT.

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**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager or his designee be authorized to sign a Project Grant Agreement between the City of El Paso, Texas, acting in its capacity as the fiscal agent to the Metropolitan Planning Organization, and the City of Socorro in order to receive federal financial assistance to be used to provide transportation services to elderly individuals and individuals with disabilities.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

THE CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser


Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
Municipal Clerk

APPROVED AS TO FORM:



 Brie L. Franco  
Assistant City Attorney

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF EL PASO           §

**FEDERAL SECTION 5310 ELDERLY INDIVIDUALS AND  
INDIVIDUALS WITH DISABILITIES  
FISCAL YEAR 2015  
PROJECT GRANT AGREEMENT**

**THIS PROJECT GRANT AGREEMENT (“PGA”)** is entered into by and between the City of El Paso, acting through the El Paso Metropolitan Planning Organization for the El Paso Urbanized Area (“El Paso MPO”) and CITY OF SOCORRO (“COS”), to-wit:

**WITNESSETH**

**WHEREAS**, 49 U.S.C. Section 5310 authorizes the U.S. Secretary of Transportation to make grants to state governments and designated recipients to help them provide mass transportation services planned, designed and carried out to meet the special needs of elderly individuals and individuals with disabilities; and,

**WHEREAS**, Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP 21) made several changes to the Federal Transit Administration’s (FTA) Transit Program pursuant to which the 5310 program no longer provides a single apportionment to the State, but instead large urbanized areas must officially designate a recipient to administer the Enhanced Mobility of Seniors and Individuals with Disabilities Program; and

**WHEREAS**, the El Paso MPO has submitted a request to TxDOT requesting that the El Paso MPO be selected as the designated recipient of Federal Transit Authority Section 5310 funds in the El Paso Urbanized Area; and,

**WHEREAS**, pursuant to Sections 5302 and 5310 of 49 U.S.C., TxDOT concurs with the request of the El Paso MPO and has certified the El Paso MPO as the direct recipient of Section 5310 funds; and,

**WHEREAS**, COS has submitted a Grant Application (GA) Part I for federal financial assistance to be used to provide transportation services to elderly individuals and individuals with disabilities; and,

**WHEREAS**, COS must execute a GA Part I and a Fiscal Year Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new federal grants:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter set forth, the El Paso MPO and COS hereto agree as follows:

## **AGREEMENT**

### **ARTICLE 1. GRANT TIME PERIOD**

This PGA is effective when fully executed by both parties, and shall remain effective until 08/31/2017, unless terminated or otherwise modified by a written amendment. This PGA shall not be considered fully executed until COS has submitted the GA Part I and the GA Part II. Any costs incurred before or after the contract date shall be ineligible for reimbursement.

### **ARTICLE 2. PROJECT DESCRIPTION**

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

COS shall perform the public transportation project described in the GA Part I and Exhibit "A" and in accordance with all federal and state laws and/or regulations.

If applicable, COS shall begin competitive procurement procedures in accordance with the procurement policies of the City of El Paso 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 Exhibit "A." No later than sixty (60) days after the issuance of public notification, COS shall publicly open all bids or privately review proposals. COS shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. COS shall notify the El Paso MPO when it is necessary to exceed these deadlines.

### **ARTICLE 3. COMPENSATION**

The maximum amount payable under this PGA without modification is \$60,000 from FTA 5310 El Paso Urbanized Area FY 2013 funds provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I and Exhibit "A." A letter certifying accordance with expenditure requirements shall be included with submittal of invoices.

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

El Paso Metropolitan Planning Organization  
Attn: Isela Perez  
10767 Gateway Blvd. West, Suite 605  
El Paso, TX 79935.

#### **ARTICLE 4. AMENDMENTS**

All 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 with the grant period specified in Article 1, Grant Period.

#### **ARTICLE 5. EL PASO MPO AUDIT**

The El Paso MPO may conduct an audit or investigation of any entity receiving funds under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement, or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the El Paso MPO to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation shall provide the auditor with access to any information the 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 person’s spouse.
  
- B. A notification required by this section shall be submitted in writing to the person or entity designated to receive official notices under this Agreement. The notice shall specify the name of the person who submitted the notification, the name of the relevant COS employee who is principally responsible for performance under this Agreement, and the name of the El Paso MPO employee who is a relative of the COS employee principally responsible for performing this Agreement.
  
- C. By executing this Agreement COS is certifying that it does not have any knowledge that any of its employees, or any employees of a subcontractor who are expected to work under this Agreement have a relative who is an employee of the El Paso MPO, a member of the El Paso MPO Transportation Policy Board, or a member of any of the El Paso MPO’s subcommittees , unless COS has notified TxDOT and the El Paso MPO of each instance as required by subsection (b).
  
- D. If COS learns at any time that any of its employees or that any of the employees of a subcontractor who are performing under this Agreement have a relative who is an employee of the El Paso MPO, a member of the El Paso MPO Transportation Policy Board, or a member of any of the El Paso MPO’s

subcommittees, COS shall notify TxDOT and/or the El Paso MPO under subsection (b) of each instance within thirty days of obtaining that knowledge.

- E. If COS violates this section, El Paso MPO may terminate this Agreement immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

## **ARTICLE 7. CHILD SUPPORT STATEMENT**

COS certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. If the above certification is shown to be false, COS shall be liable to the El Paso MPO for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second agreement, and any other damages provided by law or this agreement. 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 the application of the Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

## **ARTICLE 8. COMPLIANCE WITH CIVIL RIGHTS AND FEDERAL REQUIREMENTS**

A. COS shall comply with all applicable federal laws regarding nondiscrimination in federally-assisted programs (49 CFR, Part 21), including, but not limited to the provisions of Title VI of the Civil Rights Act of 1964 to the end that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Transportation. Every GA submitted by COS shall, as a condition to its approval and the extension of any Federal financial assistance, contain or be accompanied by, an assurance that the grant program will be conducted in compliance with all requirements imposed by or pursuant to 49 CFR, Part 21 by either providing the EPMPO with a copy of a compliant Title VI Plan/Program or provide a resolution/letter indicating its adoption of the EPMPO Title VI Program as its own and assurance to abide by it.

B. To the extent applicable, COS shall comply with the provisions of the Disadvantaged Business Enterprise(DBE) Program (49 CFR, Part 26) and the provisions of 49 U.S.C. Section 5332 (Equal Employment Opportunity), and FTA Circular 4704.1 (Equal Employment Opportunity Guidelines for Grant Recipients).

C. To the extent possible, COS shall comply with the provisions of 29 C.F.R. Part 215 and

the provisions of 49 U.S.C. Section 5333(b), if applicable.

#### **ARTICLE 9. SUCCESSOR AND ASSIGNS**

COS binds itself, its successors, assigns, executors and administrators in respect to all covenants of this Agreement. COS shall not assign, sublet or transfer its interest in this Agreement without the written consent of the El Paso MPO.

#### **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 unenforceable shall not affect any other provision herein 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 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**

Exhibit "A" is incorporated herein as if fully set forth herein.

#### **ARTICLE 13. SINGLE AUDIT REPORT**

- A. COS shall comply with all applicable federal and state audit requirements.
- B. If threshold expenditures of \$500,000 or more are met during COS's fiscal year ending, COS shall submit a Single Audit Report and Management Letter (if applicable) to El Paso MPO.
- C. If expenditures are less than \$500,000 during COS's fiscal year ending, COS shall submit a statement to El Paso MPO as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY15."

**ARTICLE 14. SIGNATORY WARRANTY**

The undersigned signatory for COS 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.

**EXECUTED** in El Paso, Texas this \_\_\_\_ day of \_\_\_\_\_, 2015.



ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF EL PASO:

By: \_\_\_\_\_  
Oscar Leeser, Mayor


APPROVED AS TO FORM:

  
\_\_\_\_\_  
 Brie Franco  
Assistant City Attorney


TRANSPORTATION POLICY BOARD:

By:   
\_\_\_\_\_  
Vincent M. Perez, Chairperson

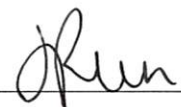
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eduardo Miranda  
MPO Legal Counsel

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Michael Medina, Executive Director  
MPO

CITY OF SOCORRO:

By:   
\_\_\_\_\_

**ATTACHMENT A  
APPROVED PROJECT DESCRIPTION**

The El Paso Metropolitan Planning Organization will use Federal Transit Administration (FTA) Section 5310 funds for vehicles, information technology, and preventive maintenance. The TDC award will be used as soft match of federal dollars as shown below.

Funding Award Year	Project ID	Project Description	Federal Fund Source	Federal Amount	TDC Award	Match Ratio
FY13	TX-16-X020	Purchase of Vehicles – Project Amistad	Section 5310	\$115,000	17,250	85/15
		Information Technology – Project Amistad	Section 5310	10,000	2,000	80/20
		Preventive Maintenance – Project Amistad	Section 5310	30,000	6,000	80/20
FY13	TX-16-X020	Purchase of Vehicles – City of Socorro	Section 5310	60,000	9,000	85/15
			<b>TOTAL</b>	<b>215,000</b>	<b>34,250</b>	