



DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Date: August 26, 2010

To: Delia Briones, County Clerk

From: Rosemary Neill

Re: Commissioners Court Agenda

Please place the following item on the Commissioners Court agenda for August 30, 2010.

Approve and authorize the County Judge to execute a Grant Agreement (KK-10-381) with the Texas Department of Transportation (TxDOT) for funding in the amount of \$1,170,233 for the continued provision of Intercity Bus Service serving El Paso, Anthony, Texas and Las Cruces from Fiscal Year 2011-2013.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Rosemary V. Neill", is written over a faint, larger signature.

Rosemary V. Neill
Interim Director

Memorandum

To: County Judge Anthony Cobos, Commissioner Anna Perez,
Commissioner Veronica Escobar, Commissioner Willie Gandara Jr., and
Commissioner Daniel Haggerty

From: Rosemary Neill, Director, Family & Community Services Department

Date: 8/26/2010

Re: **Regular Agenda Item** for August 30, 2010, Commissioner's Court
Meeting

Action Item

Approve and authorize the County Judge to execute a Grant Agreement (KK-10-381) with the Texas Department of Transportation (TxDOT) for funding in the amount of \$1,170,233 for the continued provision of Intercity Bus Service serving El Paso, Anthony, Texas and Las Cruces from Fiscal Year 2011-2013.

Fiscal Impact

No County funds will be required.

Background Information

Approval of this item will authorize the County Judge to execute a Grant Agreement (KK-10-381) with TxDOT to provide funding in order to continue Intercity Bus Service connecting El Paso, Anthony, Texas and Las Cruces. The service will continue with buses operating between downtown El Paso, the Sun Metro Westside Terminal, Anthony, Texas, New Mexico State University (NMSU) and the City of Las Cruces downtown bus terminal. The service operations will be managed by NMDOT and operated by their current contracted vendor, All Aboard America, for its NMDOT Park and Ride express intercity bus service. All Aboard America's southern NMDOT Park and Ride base of operations is located in El Paso.

August 26, 2010

The service provides transportation in both peak directions on weekdays, allowing passengers to commute to El Paso, Anthony, Texas and Las Cruces for 7:00 AM – 8:30 AM work and school times. Both directions have 5 trips in the AM and 5 trips in the PM. This allows for a capacity of at least 1140 peak direction seats daily on the 57-passenger ADA accessible and bathroom-equipped motor coaches utilized for this service. One trip in both the AM and the PM interlines with the express Park and Ride Silver Route presently operating between Las Cruces and White Sands Missile Range. The fare is \$3 each way with monthly passes available for \$90. There is no service on weekends or holidays.

Bob Geyer, El Paso County Transportation Manager, will manage this contract for the County. Attached for your review are a copy of the Grant Agreement (KK-10-381) and a Legal Review Form from the County Attorneys Office.

SUBRECIPIENT: **El Paso County**
JOB ACCESS AND REVERSE COMMUTE (JARC) GRANT AGREEMENT
CFDA #: **20.516** <http://www.cfda.gov>
FTA GRANT AGREEMENT #:TX-37-X075-02
PROJECT GRANT AGREEMENT #. **51124F7110**
STATE PROJECT # **JAC 1101 (24) 75**
MASTER GRANT AGREEMENT # **517XXF7018**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**PUBLIC TRANSPORTATION-FISCAL YEAR 2011
JOB ACCESS AND REVERSE COMMUTE (JARC)
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 **El Paso County**, hereinafter called the "Subrecipient."

W I T N E S S E T H

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 Subrecipient, as a 49 U.S.C. Section 5316 Job Access and Reverse Commute (JARC) provider, submitted a Project Proposal for financial assistance to be used to provide transportation services; and,

WHEREAS, the Texas Transportation Commission has approved Minute Order Number **112258**; and,

WHEREAS, the Subrecipient must execute a *Fiscal Year 2011 Grant Application, Part II* (GA Part II) at the start of each fiscal year grant period for consideration for state and/or federal grants; and,

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, but in no event before **September 1, 2010**. This PGA shall remain in effect until **May 31, 2013**, unless terminated

or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the GA Part II (federal funds only) 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 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 Attachment A in accordance with all of the documents associated with the MGA, and with all applicable federal and state laws and/or regulations.

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 B, Master Budget Page (Attachment B) and the Attachment C, Approved Project Budget (Attachment C). No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **\$1,170,233.00** provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Attachment A, Attachment B, and the Attachment C.

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

Texas Department of Transportation
Attn: Armida Sagaribay, Public Transportation Coordinator
13301 Gateway Blvd. West
El Paso, Texas 79928

ARTICLE 4. 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 5. 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 6. 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 7. 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 8. INCORPORATION OF PROVISIONS

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

ARTICLE 9. 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.

ARTICLE 10. 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 11. 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 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 Subrecipient's firm 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 Subrecipient employee, the expected role of the Subrecipient employee on the project, the name of the TxDOT employee who is a relative of the Subrecipient 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 Subrecipient is certifying that the Subrecipient 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 Subrecipient has notified TxDOT of each instance as required by subsection (b).

D. If the Subrecipient 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 Subrecipient shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

E. If the Subrecipient 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.

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

THE STATE OF TEXAS	EL PASO 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: _____ Armida Sagaribay, Public Transportation Coordinator Public Transportation Division</p> <p>Date: _____</p>	<p>By: _____ Signature of Authorized Officer</p> <p>_____ Typed, Printed or Stamped Name</p> <p>Title: _____</p> <p>Date: _____</p>

List of Attachments

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

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

El Paso County will use the grant operating funds to provide commuter service between El Paso, TX and Las Cruces, NM in conjunction with the State of New Mexico.

ATTACHMENT B
MASTER BUDGET PAGE
[Insert Electronic Budget Page]

ATTACHMENT C
APPROVED PROJECT BUDGET

Subrecipient: El Paso County

Project Grant Agreement #: 51124F7110

State Project #: JAC 1101 (24) 75

ALI Code	Total	Federal	Local Match
30.09.01	2,340,466	\$1,170,233	\$1,170,233

From: Bob Geyer

Sent: Sunday, August 22, 2010 3:43 PM

To: Rosemary Neill

Cc: Bob Geyer

Subject: Legal Review Form KK-10-381 TxDOT Grant Agreement El Paso/Las Cruces Bus Service 8/30/10 Agenda

From: Janet Monteros

Sent: Friday, August 20, 2010 2:43 PM

To: Bob Geyer

Cc: Alicia Vera; Josefina Vasquez

Subject: RE: Master Budget - TxDOT Grant Agreement El Paso/Las Cruces Bus Service - KK-10-381

COUNTY LEGAL REVIEW FORM

KK-10-381

Contract Description:TxDOT/
ProjGrantAgmt#51124F7100/El Paso/Las Cruces Bus
Svc

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

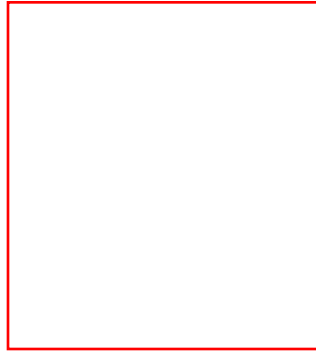
☒ Approved as to Form as Submitted
☐ Approved as to Form with Amendments/Modifications/Reservations Noted
Below*
☐ Not Approved

*1)

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Janet Monteros

Assistant County Attorney



JANET I. MONTEROS, ASSISTANT COUNTY ATTORNEY
General Counsel Unit
EL PASO COUNTY ATTORNEY'S OFFICE
500 E. San Antonio, Ste. 503
El Paso, Texas 79901
915-546-2050 ext. 3209
915-546-2133 facsimile

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From: Bob Geyer
Sent: Friday, August 20, 2010 1:44 PM
To: Janet Monteros
Cc: Bob Geyer
Subject: Master Budget - TxDOT Grant Agreement El Paso/Las Cruces Bus Service - KK-10-381

Janet,

Attached is the Master Budget for the TxDOT Grant Agreement for the El Paso/Las Cruces Bus Service - KK-10-381. I believe this is all you need in order to forward me a Legal Review Form.

Thanks!

Bob Geyer

Transportation Manager
El Paso County
800 E. Overland, Room 208
El Paso, Texas 79901
915-834-8242
915-532-4563 (Fax)
bgeyer@epcounty.com