

**POTOMAC AND RAPPAHANNOCK  
TRANSPORTATION COMMISSION**

**RESOLUTION**

**MOTION:** \_\_\_\_\_

**RESOLUTION NO. 08-10-\_\_\_\_\_  
OFFICIAL COMMISSION MEETING  
OCTOBER 2, 2008**

**SECOND:** \_\_\_\_\_

**RE: MEMORANDUM OF AGREEMENT (MOA) BETWEEN PRTC AND ITS  
MEMBER GOVERNMENTS REGARDING COMPLIANCE WITH DRPT  
AMENDED MASTER AGREEMENT**

**WHEREAS**, at the outset of FY 2009, the Virginia Department of Rail and Public Transportation (DRPT) amended its Master Agreement defining the terms and conditions for the receipt and use of DRPT grant funding; and

**WHEREAS**, the Potomac and Rappahannock Transportation Commission (PRTC) routinely seeks DRPT funding on its own behalf and on behalf of its member governments; and

**WHEREAS**, the Master Agreement makes the PRTC responsible for insuring conformance with the terms and conditions of said agreement, whether the DRPT funds sought by PRTC are for its own use or the use of member governments; and

**WHEREAS**, it is in PRTC's interest to insure that its member governments are cognizant of the terms and conditions of the amended Master Agreement and mindful of the need to conform to these terms and conditions with regard to DRPT assistance that the member governments receive via PRTC; and

**WHEREAS**, a Memorandum of Agreement (MOA) has been prepared by PRTC's Legal Counsel with PRTC and each of its member governments as intended signatories that:

- Details the terms and conditions governing the receipt and use of DRPT funding as described in the Master Agreement;
- Memorializes the fact that PRTC is responsible for insuring that all those receiving DRPT funding via PRTC are conforming with the terms and conditions of the Master Agreement;

**ITEM 12-B.1**

**(11 PAGES)**

- Memorializes that PRTC is relying on its member governments to conform with the terms and conditions of the Master Agreement with regard to DRPT assistance they each receive via PRTC; and
- Memorializes that each member government is cognizant of these obligations and prepared to insure conformance.

**WHEREAS**, PRTC management is seeking the Commission's authorization to transmit the MOA to PRTC's member governments and for the PRTC Executive Director to execute the MOA on PRTC's behalf.

**NOW, THEREFORE, BE IT RESOLVED** that the Potomac and Rappahannock Transportation Commission does hereby authorize both the transmittal of the MOA to PRTC's member governments and the Executive Director's execution of the MOA on PRTC's behalf.




Potomac and Rappahannock  
Transportation Commission

14700 Potomac Mills Road  
Woodbridge, VA 22192

October 2, 2008

TO: Chairman Jones and Commissioners

FROM: Alfred H. Harf   
Executive Director

RE: Memorandum of Agreement (MOA) Between PRTC and its Member  
Governments Regarding Compliance with DRPT Amended Master Agreement

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Recommendation:

Authorize: (1) the transmittal of a Memorandum of Agreement (MOA) to the Potomac and Rappahannock Transportation Commission's (PRTC) member governments requesting that they sign the MOA pledging compliance with the terms of the DRPT Amended Master Agreement (hereinafter referred to as the "Master Agreement") as it pertains to DRPT assistance they receive via PRTC; and (2) the PRTC Executive Director to execute the MOA on PRTC's behalf.

Background:

At the outset of FY 2009, the Virginia Department of Rail and Public Transportation (DRPT) amended its Master Agreement defining the terms and conditions for the receipt and use of DRPT grant funding. Because PRTC seeks DRPT funding on behalf of its member governments (in addition to itself) and because the Master Agreement makes PRTC responsible for insuring conformance with the terms and conditions of said agreement whether the DRPT funds sought by PRTC are for its own use or otherwise, PRTC management and PRTC Legal Counsel have concluded that it would be advisable for PRTC to enter into a memorandum of agreement (MOA) with its member governments that:

1. Details the terms and conditions governing the receipt and use of DRPT funding as described in the Master Agreement;
2. Memorializes the fact that PRTC is responsible for insuring that all those receiving DRPT funding via PRTC are conforming with the terms and conditions of the Master Agreement;

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Chairman Jones and Commissioners

October 2, 2008

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3. Memorializes that PRTC is relying on its member governments to conform with the terms and conditions of the Master Agreement with regard to DRPT assistance they each receive via PRTC; and
4. Memorializes that each member government is cognizant of these obligations and prepared to insure conformance.

The MOA drafted by PRTC Legal Counsel is attached.

Fiscal Impact:

Not applicable.

Attachment: As stated

**DRAFT**

**MEMORANDUM OF AGREEMENT**

**MEMBER GOVERNMENT/PRTC RESPONSIBILITIES FOR PROJECTS  
USING FUNDS GRANTED BY THE VIRGINIA DEPARTMENT OF RAIL AND  
PUBLIC TRANSPORTATION UNDER THE "MASTER AGREEMENT FOR  
USE OF COMMONWEALTH TRANSPORTATION FUNDS"  
VERSION JULY 1, 2008**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION**, a regional transportation district organized under §15.2-4500 of the Code of Virginia, whose members are the Counties of Prince William and Stafford and the Cities of Manassas, Manassas Park and Fredericksburg ("PRTC") and \_\_\_\_\_ (Member Government) \_\_\_\_\_, a political subdivision of the Commonwealth of Virginia ("the \_\_\_\_\_").

**WITNESSETH:**

**WHEREAS**, at the outset of FY2009, the Virginia Department of Rail and Public Transportation ("DRPT") amended its Master Agreement defining the terms and conditions for the receipt and use of DRPT grant funding ("the Master Agreement"); and

**WHEREAS**, PRTC routinely seeks DRPT funding on its own behalf and on behalf of its member governments; and

**WHEREAS**, the Master Agreement makes the Potomac and Rappahannock Transportation Commission (PRTC) responsible for insuring conformance with the terms and conditions of said agreement, whether the DRPT funds sought by PRTC are for its own use or the use of member governments; and

**WHEREAS**, on behalf of \_\_\_\_\_ (Member Government) \_\_\_\_\_, PRTC has applied for and received grant funds subject to the DRPT Master Agreement, in the amounts and to be used for certain projects; and

**WHEREAS**, (Member Government) will administer its project and expend the grant funds, and PRTC has no role in these matters, and (Member Government) wishes to provide assurance to PRTC that (Member Government) will conform with all requirements of the Master Agreement and will enable PRTC to perform all its undertakings with respect to funds (Member Government) receives under the Master Agreement;

**NOW, THEREFORE**, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Acknowledgment of the Master Agreement.** (Member Government) acknowledges that the DRPT Master Agreement, Version July 1, 2008, binds PRTC to certain undertakings with respect to funds granted to PRTC on behalf of (Member Government). The DRPT Master Agreement is attached to this MOA as Exhibit 1, and it is incorporated into this MOA by reference.
2. **(Member Government)'s receipt of grant funds is subject to the Master Agreement.** (Member Government) acknowledges that PRTC has applied for grant funds under the Master Agreement on behalf of (Member Government) for the projects or purposes, and in the amounts set forth on Exhibit 2 to this MOA. (Member Government) acknowledges that it, rather than PRTC, is responsible for administration of the projects or purposes set forth on Exhibit 2, for proper expenditure of the funds obtained by PRTC for those projects or purposes, and for proper expenditure of and accounting for those funds as called for by the Master Agreement.
3. **(Member Government) will perform all obligations of the Grantee under the Master Agreement** with respect to all funds for projects or purposes listed on Exhibit 2.
4. **PRTC must rely on Member Governments for appropriate documentation, reports and representations to meet its obligations as Grantee under the Master Agreement.** PRTC acknowledges that it is directly responsible to DRPT for all the Grantee's obligations under the Master Agreement. (Member Government) agrees that it will supply to PRTC all documentation, reports, representations and other information requested by PRTC in a timely fashion for PRTC to submit requests for reimbursement, provide periodic reports, provide required management representation letters, and otherwise account for the use of grant funds.
5. **(Member Government) responsibility for repayment of grant funds required due to (Member Government) failure to conform to the requirements of the Master Agreement.** In the event that DRPT cancels funding for a particular project or purpose under the Master Agreement and requires repayment of all or any part of funds granted due to Grantee failure which was caused by (Member Government's) failure to conform to the requirements of the Master Agreement or supply PRTC with necessary documents, reports, representations, or other information, the Member Government shall be responsible for repaying the grant funds it received; this repayment shall not be the obligation of PRTC or the other Member Governments of PRTC.
6. **Points of Contact.** Unless otherwise designated in writing to the other Parties, the official points of contact for each Party shall be:

For PRTC:

For (Member Government):

**7. GENERAL PROVISIONS**

- i. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service or personally served to the appropriate party.
- ii. Applicable Law; Venue. This Agreement shall be constituted, governed and interpreted pursuant to and in accordance with the laws of the Commonwealth of Virginia. All disputes arising under this contract shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia.
- iii. Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- iv. Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. Neither Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein.

**IN WITNESS WHEREOF**, this Memorandum of Agreement has been executed by the Parties hereto as of date first above written.

**WITNESS:**

**PRTC**

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

**WITNESS:**

**(Member Government)**

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

Exhibit 2 to Memorandum of Agreement

FY09 DPRT Grant Funds

Manassas

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<u>Project</u>	<u>Amount</u>
Parking Lot Leases of Rail Related Facilities	\$50,049
Parking Garage Debt Service	\$223,784

Exhibit 2 to Memorandum of Agreement

FY09 DPRT Grant Funds

Manassas Park

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<u>Project</u>	<u>Amount</u>
Debt Service for Rail Projects	\$2,768

Exhibit 2 to Memorandum of Agreement

FY09 DPRT Grant Funds

Prince William

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<u>Project</u>	<u>Amount</u>
Debt Service for Rail Projects	\$1,285,225