

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 • 3555 Timmons • Houston, Texas 77227-2777

**Intergovernmental Agreement - Contract - Fort Bend County - Transportation - ID: 14016 - CFDA/FALN
Number: 20.205, FAIN Number: 693JJ21930000L40ETX1902325/693JJ21930000Z400TX1902325, Federal
Award Date: Aug 09 2019**

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County, hereinafter referred to as the Local Government Entity, having its principal place of business at 301 Jackson, Richmond, TX 77469.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Local Government Entity to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Local Government Entity has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Local Government Entity do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Local Government Entity warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Local Government Entity's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Local Government Entity to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Local Government Entity agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Local Government Entity shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Local Government Entity. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Local Government Entity the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Local Government Entity are subject to the exclusive control and supervision of the Local Government Entity. The Local Government Entity is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK

The services to be performed by the Local Government Entity are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2025 and ends Feb 28 2026. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Local Government Entity shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Local Government Entity agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Local Government Entity, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Local Government Entity fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Local Government Entity hereunder. Local Government Entity's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Local Government Entity of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Local Government Entity. The Local Government Entity's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON-FUNDING CLAUSE

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Local Government Entity shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Local Government Entity agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Local Government Entity acknowledges that H-GAC is not liable to any subcontractor or assignee of the Local Government Entity. The Local Government Entity shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Local Government Entity. Local Government Entity shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Local Government Entity's compliance, or that of Local Government Entity's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Local Government Entity who spend \$1,000,000 or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Local Government Entity agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Local Government Entity in accordance with 2 CFR 200.511.

The Local Government Entity understands and agrees that the Local Government Entity shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

ARTICLE 13: EXAMINATION OF RECORDS

The Local Government Entity shall maintain during the course of the work complete and accurate records of all of the Local Government Entity's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Local Government Entity shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Local Government Entity's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Local Government Entity's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Local Government Entity further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Local Government Entity agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Local Government Entity shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Local Government Entity as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Local Government Entity for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Local Government Entity acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Local Government Entity. Upon receipt of notice of termination, all services hereunder of the Local Government Entity and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Local Government Entity may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Local Government Entity may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Local Government Entity, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Local Government Entity fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Local Government Entity fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 17: SEVERABILITY

H-GAC and Local Government Entity agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 19: COPYRIGHTS

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Local Government Entity purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Local Government Entity solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Local Government Entity further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 21: POLITICAL ACTIVITY; LOBBYING

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Local Government Entity, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Local Government Entity shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Local Government Entity or Local Government Entity's subcontractor, no member of the governing body of the Local Government Entity, and no other public officials of the Local Government Entity who exercise any functions or responsibilities in the review or Local Government Entity approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Local Government Entity agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Local Government Entity shall notify each potential subcontractor or supplier of the Local Government Entity's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and

527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS

The Local Government Entity agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Local Government Entity agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Local Government Entity shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Local Government Entity from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Local Government Entity further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Local Government Entity shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Local Government Entity pertaining to this Agreement or which would adversely affect the Local Government Entity's ability to perform services under this Agreement.

ARTICLE 26: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 27: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Local Government Entity. This Agreement has been negotiated by H-GAC and the Local Government Entity and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 28: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Local Government Entity. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Local Government Entity requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Local Government Entity shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Local Government Entity may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction.

Pending final decision of a dispute hereunder, the Local Government Entity shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 29: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 30: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 31: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 32: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Local Government Entity have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Local Government Entity

Signature

Name KP George

Title County Judge

Date

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date

Signature

Pending

SPECIAL PROVISIONS

INDEX

1. Governing Law, Standards, and Regulations
2. Mandatory Attachments
3. Party Liability
4. Payments
5. Performance Goals
6. Schedule of Remedies
7. Progress Reports
8. Audit
9. Authorized Representatives
10. Cost Principles; Accounting Systems
11. Subcontracts
12. Insurance
13. Prevention of Fraud and Abuse
14. Prevention of Conflicts of Interest
15. Rights for Patent and Data Claims; Materials Ownership
16. Disadvantaged Business Enterprises
17. Title VI Assurances
18. Debarred Bidders
19. Drug-Free Workplace

H-GAC and the Fort Bend County do hereby agree that this cost reimbursement agreement shall commence on May 01 2025 and end on Feb 28 2026, for an amount not to exceed \$1,290,565.00 unless amended by mutual agreement as outlined in the General Provisions. Incorporated by attachment, as part of the whole agreement, H-GAC and the Local Government Entity do hereby agree to the following Special Provisions:

ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS

Local Government Entity shall render performance under this Agreement in accordance with all applicable provisions of federal and state law as outlined in the General Provisions Article 24. In addition, Local Government Entity shall adhere to the following federal requirements:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

ARTICLE 2: MANDATORY ATTACHMENTS

In consideration of H-GAC's compensation offer hereinafter described, Local Government Entity accepts and shall provide H-GAC approved services in consideration, as specifically described in the Scope of Work, attached hereto and mutually incorporated herein.

Local Government Entity further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached and incorporated.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to Local Government Entity in an amount equal to the actual costs incurred by Local Government Entity in rendering such performance, subject, but not limited, to the following limitations: 1) H-GAC is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) H-GAC is not liable to Local Government Entity for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) H-GAC is not liable for any costs incurred in the performance of this Agreement, which have not been billed to H-GAC by the final billing deadline identified in the Scope of Work.

ARTICLE 4: PAYMENTS

A. Maximum Value

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Local Government Entity for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$1,290,565.00. Allowable costs must be: certified by Local Government Entity as correct and necessary, directly associated with performance of this Agreement, provisioned under the Scope of Work or other mutually executed Attachment, and properly submitted at the rates prescribed by state or federal regulations.

B. Increase Request

Any amount requested in excess of this maximum value, must be requested by Local Government Entity in writing, and approved by H-GAC, prior to Local Government Entity's reimbursement request. Approval or denial of an increase request is at the sole discretion of H-GAC. Any increased expense, deemed by H-GAC as unusual, may initiate H-GAC's request for information and a subsequent requirement for specific written approval from H-GAC.

C. Travel Expenses and Subsistence

The Local Government Entity shall be paid the actual cost incurred by personnel working on this project for travel expenses and subsistence that are certified as being correct and necessary for and directly associated with performance of this agreement. In-state travel shall be reimbursed at rates established by the State Comptrollers Office: (<http://www.cpa.state.tx.us>) Transportation costs shall be reimbursed for coach or comparable airfare or for private automobile, whichever is less. Out-of-state travel shall be reimbursed not to exceed current Federal Per Diem rates as allowed by 41 CFR Part 301-7 and Chapter 301 Federal Travel Regulations; Maximum Per Diem rates; Final Rule. Rental vehicle expenses shall be reimbursed at actual cost of compact car or smaller, unless approved by H-GAC in advance. (Note: Itemized receipts(s) for food is necessary. Gratuity/tips are not reimbursable.)

D. Progress Reports

To obtain reimbursement, monthly Progress Report submissions may be required of Local Government Entity, as outlined under the Scope of Work.

E. Timely Processing

Reimbursement from H-GAC shall be processed monthly, within forty-five (45) days after the receipt of the Local Government Entity's completed invoice with substantive supporting documentation. An invoice must be submitted each month whether or not any expenses have occurred.

F. Format of Request; Required Information

Local Government Entity shall use the approved H-GAC Reimbursement Form or Report Form template, to provide substantive supporting documentation and request reimbursement, if a template is attached to this Agreement. If no templated form is attached, Local Government Entity shall submit detailed information, supported by back-up documentation, demonstrating reasonable and necessary expenditures for: Services Provided (hours/cost per hour), Personnel (timesheets/wages), Supplies, Equipment, Travel, Contract or Subcontracted Services, Marketing, In-Kind Match, or Indirect Costs. Local Government Entity shall submit and certify all information before H-GAC releases funds, and hereby agrees to final discretionary audit by H-GAC or its agent, per Article 9 of these Special Provisions.

ARTICLE 5: PERFORMANCE GOAL

H-GAC shall employ the following standards to monitor performance. Local Government Entity agrees to the following standards of performance during term of the Agreement:

- A. *Timeliness of Work.* Standard: Work is provided on schedule.
- B. *Quality of Work.* Standard: Work conforms to the requirements of the Agreement and is technically accurate.
- C. *Subcontract Activities.* Standard: Local Government Entity's subcontract or subgrant activities comply with all H-GAC Agreement requirements regarding subcontracts, including: competitive procurement methods for goods and services, use of required subcontract provisions, and monitoring performance of subcontractors and sub performing

parties.

D. *Administrative and Financial Operations.* Standards: Local Government Entity's administrative and financial operations comply with all legal and contractual Agreement obligations, including: record-keeping, reimbursement requests, audits, allowable costs, and restricted expenditures.

E. *Performance Measures.* H-GAC will monitor Local Government Entity's performance and evaluate the level of compliance with the standards utilizing the following performance measures:

Satisfactory: Local Government Entity generally complied with the standard consistently; occasional deficiencies may have occurred which were corrected on a timely basis.

Unsatisfactory: Significant deficiencies have occurred, or Local Government Entity frequently or substantially failed to comply, thereby rendering substandard performance.

ARTICLE 6: SCHEDULE OF REMEDIES

In the event of substandard performance, or other failure to conform to the requirements of the Agreement or applicable law, Local Government Entity hereby agrees that H-GAC is authorized to remediate by utilizing, but shall not be limited to, the following Schedule of Remedies:

- A. Reject substandard performance and request corrections without charge to H-GAC.
- B. Issue notice of substandard performance or other non-conforming act or omission.
- C. Request and receive return of any overpayments or and disallowed payments.
- D. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
- E. Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
- F. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by H-GAC for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
- G. Terminate the Agreement, demand and receive: return of all equipment purchased with related funds, return of all unexpended funds, and repayment of expended funds.
- H. If a H-GAC evaluation finds Local Government Entity's performance to be substandard, H-GAC may provide its written evaluation report to other governmental entities at any time. H-GAC may also provide its written evaluation report to the public as authorized by law.

Cumulative Remedies. H-GAC may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the Local Government Entity substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to H-GAC in this Agreement shall not limit the remedies available to Local Government Entity under law.

Regardless of the time or reason for an early termination of this Agreement, the Local Government Entity will not be relieved of any liability for damages due to H-GAC. H-GAC may withhold payment to Local Government Entity until the exact amount of damages due to H-GAC is agreed upon or is otherwise determined by H-GAC.

Should H-GAC require repayment from Local Government Entity, failure to pay within 30 days of a formal demand, shall result in legal actions to recover such funds, other sanctions as set forth in the Special Provisions, and additional costs billable to Local Government Entity, including allowable interest and attorney's fees.

ARTICLE 7: PROGRESS REPORTS

Local Government Entity shall submit progress reports documenting task-specific accomplishments, units of work performed, and program results achieved, as outlined in the

Scope of Work of this Agreement.

A. Compliance

Local Government Entity shall report its own internal legal efforts to ensure compliance with funding or administrative standards. Local Government Entity is solely responsible for compliance, and any supplemental guidance produced or provided by H-GAC in no way absolves or diminishes Local Government Entity liability. Any information provided by H-GAC should not be relied upon as a wholly exhaustive list of recommendations, provisions, or regulatory requirements.

B. Format of Report

Local Government Entity shall use the approved H-GAC Progress Report form template, if a template is attached to this Agreement. If no templated form is attached, Local Government Entity shall submit a Progress Report that must include: 1) A brief description of work accomplished for each task, 2) The percentage of completion of the overall work project and each task, 3) Changes in the estimated value (budget) of each work task, 4) Special problems or delays encountered or anticipated, and 5) The anticipated work activities for the next work period.

C. Other Reports

Local Government Entity shall submit other information as may be required by H-GAC, such as: contract closeout reports, special requested data, follow-up reports, or ad hoc reports and information on the operation and performance of this Agreement. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

D. Breach

Local Government Entity's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

ARTICLE 8: AUDIT

- A. The Local Government Entity shall have an audit performed in accordance with the Single Audit requirements of the most recently adopted UGMS and 2 CFR Part 200, if applicable, for any of its fiscal years in which Local Government Entity expends more than \$1,000,000 in state or federal financial assistance.
- B. The Local Government Entity will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules, within thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the audit period.
- C. H-GAC reserves the right to conduct, or cause to be conducted, an independent audit of all funds distributed under this Agreement. This independent audit may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by H-GAC. Such audit will be conducted in accordance with state law, regulations, policy, and generally accepted auditing standards of the auditing agency.
- D. The Local Government Entity understands and agrees that the Local Government Entity shall be liable to H-GAC for any costs disallowed or overpayment discovered as a result of audit or inspection of records kept by the Local Government Entity, on work performed under this Agreement.
- E. The Local Government Entity agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Agreement. Cooperation may include access to the premises for questioning employees or participants and to examine and/or photocopy any books, records, including participant records, papers, or other documents whatsoever.
- F. H-GAC shall provide technical assistance in correcting deficiencies noted. H-GAC may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- G. The Local Government Entity shall furnish H-GAC with a copy of the annual audit report, to include data fully compliant with The American Institute of CPAs Statement of Position 89-6, dated August 11, 1989.

ARTICLE 9: AUTHORIZED REPRESENTATIVES

H-GAC will designate specific employees, authorized to discuss matters relating to this Agreement, or provide additional written guidance, clarification, or technical direction. "Technical direction" means information or specific instructions related to the operation of services and Scope of Work under this Agreement.

This Whole Agreement as written supersedes any and all prior oral and written agreements between the parties relating to matters herein, and cannot be modified by any representative, without the executed written memorialization of consent of the parties.

ARTICLE 10: COST PRINCIPLES: ACCOUNTING SYSTEMS

Local Government Entity shall comply with applicable administrative requirements set forth in the Office of Management and Budget's Uniform Administrative Requirements 2 CFR 200, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) 48 CFR, Chapter I, Part 31, the final rules promulgated by the Texas Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) Tex. Gov't Code § 783.

Local Government Entity shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. Local Government Entity shall account for costs related to this Agreement, in a manner consistent with such standards or principles.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Scope of Work, the Local Government Entity agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of the agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

Should the Scope of Work allow subcontracting, Fort Bend County acknowledges that H-GAC is not liable to any subcontractor(s) of the Fort Bend County.

The Fort Bend County shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this agreement as if the performance rendered was performed by Fort Bend County.

ARTICLE 12: INSURANCE

Local Government Entity certifies that it has either adequate coverage to meet claims, or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Local Government Entity must provide general liability and property insurance in amounts sufficient to cover contractual liability, and protect program facilities including equipment. Local Government Entity must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Local Government Entity's employees or agents are covered by sufficient automobile liability insurance. Local Government Entity certifies that it either has Workers' Compensation insurance in the amount required by statute, or is self-insured for workers' compensation coverage under statute. Local Government Entity further represents that it is insured for general liability including bodily injury, death and property damage. All insurance certificates, policies, and binders must be maintained by Local Government Entity at its program site for review by H-GAC at any time

ARTICLE 13: PREVENTION OF FRAUD AND ABUSE

Local Government Entity shall establish and implement reasonable internal procedures and management

controls to prevent misuse of funds under this contract. Local Government Entity agrees to report, in writing, to H-GAC any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of federal policies and procedures within 24 hours of discovery. Except as provided by law or court order, the parties to this agreement will ensure the confidentiality of all incident reports. Neither Local Government Entity nor H-GAC will retaliate against any person filing an incident report. Any failure to comply with this Article will result in H-GAC utilizing the Schedule of Remedies as defined in this agreement.

ARTICLE 14: PREVENTION OF CONFLICTS OF INTEREST

Local Government Entity shall take every reasonable course of action to maintain the integrity of the expenditure of public funds under this Agreement, avoiding favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. Local Government Entity and its executive staff and employees, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

ARTICLE 15: RIGHTS FOR PATENT AND DATA CLAIMS; MATERIALS OWNERSHIP

Local Government Entity shall report to H-GAC promptly in writing, any patent or copyright infringement notice or claim, related in any way to this Agreement or the performance thereof.

Under this Agreement, to the extent permitted by law, Local Government Entity shall indemnify H-GAC and its officers, agents and employees against liability, including costs, for infringement of any United States patent arising out of: the manufacture or delivery of supplies, the performance of services, the construction, alteration, modification, use, disposal or repair of real property, supplies, or construction work by or for H-GAC.

Pursuant to 2 CFR 200.315, in the case of any invention, any data, or any recorded information or media resulting from this Agreement in which Local Government Entity retains title, H-GAC shall have an immediate, non-exclusive, nontransferable, worldwide, irrevocable, paid-up license to utilize and practice the subject invention. H-GAC's license shall include the rights to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of H-GAC.

Local Government Entity agrees not to release data or information about the results of the project to any person outside H-GAC without first obtaining written authorization to release such information from H-GAC.

ARTICLE 16: DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The Local Government Entity agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Local Government Entity shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Local Government Entity shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

H-GAC has established a goal of 25% DBE participation in its FTA third party opportunities. Therefore, any contract issued under this agreement will carry a 25% DBE participation goal.

ARTICLE 17: TITLE VI ASSURANCES

During the performance of this Contract, the Local Government Entity, for itself, its assignees and successors in interest (hereinafter referred to as the "Local Government Entity") agrees as follows:

- (a) Compliance with Regulations. The Local Government Entity shall comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, 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 agreement.
- (b) Nondiscrimination. The Local Government Entity, with regard to the work performed by it during the agreement, will 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. The Local Government Entity shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (c) Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Local Government Entity 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 the Local Government Entity of the Local Government Entity's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (d) Information and Reports. The Local Government Entity will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by H-GAC or the Department of Transportation (DOT) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information is required of a Local Government Entity and is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government Entity shall so certify to H-GAC 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 the Local Government Entity's noncompliance with the nondiscrimination provisions of this agreement, H-GAC 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 the Local Government Entity under the agreement until the Local Government Entity complies, and/or
 - (2) Cancellation, termination, or suspension of the agreement, in whole or in part.
- (f) Incorporation of Provisions. The Local Government Entity shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Local Government Entity will take such action with respect to any subcontract or procurement as H-GAC or the Department of Transportation may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the Local Government Entity becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Local Government Entity may request H-GAC to enter into such litigation to protect the interests of H-GAC and, in addition, the Local Government Entity may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18: DEBARRED BIDDERS

Local Government Entity, including any of its officers or holders of controlling interest, is obligated to inform H-GAC whether or not it is or has been on any debarred bidder's list maintained by the United States Government or the State of Texas. Should the Local Government Entity be included on such a list during the performance of this project, it shall so inform H-GAC within 10 business days of notification.

ARTICLE 19: DRUG-FREE WORKPLACE

The Local Government Entity agrees that if the Local Government Entity is a recipient of more than \$25,000 in federal assistance through an H-GAC agreement, the Local Government Entity shall provide a "drug-free" workplace in accordance with the Drug-free Workplace Act (DFWA), March 18, 1989. For purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. The Local Government Entity shall:

1. Publish a policy statement prohibiting the manufacture, distribution, dispensation, possession, or use of a controlled substance and notify employees of the consequences for violating this prohibition;
2. Establish a drug-free awareness program;
3. Provide each employee with a copy of its policy statement; and
4. Notify employees that, as a condition of employment, the employee must adhere to the terms of the statement and must notify the employer of any criminal drug offense within five days of conviction.

| CONTRACT PRICING SUMMARY (RESEARCH AND DEVELOPMENT) | | | | Office of Management and Budget Approval No. 29-R018Y | |
|--|--|--|-----------------|---|-------------------|
| This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 59 is authorized by the contracting officer. | | | | PAGE NO. 1 | NO. OF PAGES 2 |
| NAME OF OFFEROR Fort Bend County | | SUPPLIES AND/OR SERVICES TO BE FURNISHED | | | |
| HOME OFFICE ADDRESS 3737 Bamore Rd Rosenberg, TX 77471 | | CMAQ Commuter Service Pilot Project | | | |
| DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED Fort Bend County and Harris County | | TOTAL AMOUNT OF PROPOSAL \$1,290,565 | | GOVT. SOLICITATION NO. | |
| DETAIL DESCRIPTION OF COST ELEMENTS | | | | | |
| 1. DIRECT MATERIAL (Itemize on Exhibit A) | | | EST COST (\$) | TOTAL EST COST | REFERENCE |
| a. PURCHASED PARTS | | | | | |
| b. SUBCONTRACTED ITEMS | | | | | |
| c. OTHER -- (1) RAW MATERIAL | | | | | |
| (2) YOUR STANDARD COMMERCIAL ITEMS | | | | | |
| (3) INTERDIVISIONAL TRANSFERS (At other than cost) | | | | | |
| TOTAL DIRECT MATERIAL | | | | | |
| 2. MATERIAL OVERHEAD (Rate %*\$ base =) | | | | | |
| 3. DIRECT LABOR (Specify) | | ESTIMATED HOURS | RATE/ HOUR | EST COST (\$) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL DIRECT LABOR | | | | | |
| 4. LABOR OVERHEAD (Specify Department or Cost Center) | | OH RATE | * BASE = | EST COST (\$) | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR OVERHEAD | | | | | |
| 5. SPECIAL TESTING (Including field work at Government installations) | | | EST COST (\$) | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL SPECIAL TESTING | | | | | |
| 6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A) | | | | | |
| 7. TRAVEL (If direct charge) (Give details on attached Schedule) | | | EST COST (\$) | | |
| a. TRANSPORTATION | | | | | |
| b. PER DIEM OR SUBSISTENCE | | | | | |
| TOTAL TRAVEL | | | | | |
| 8. CONSULTANTS (Identify - purpose - rate) | | | EST COST (\$) | | |
| | | | | | |
| | | | | | |
| TOTAL CONSULTANTS | | | | | |
| 9. OTHER DIRECT COSTS (Itemize on Exhibit A) | | | | | |
| 10. TOTAL DIRECT COST AND OVERHEAD | | | | \$1,616,905 | |
| 11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate of cost element Nos.) | | | | | |
| 12. ROYALTIES | | | | \$326,340 | |
| 13. TOTAL ESTIMATED COST | | | | \$1,290,565 | |
| 14. FEE OR PROFIT | | | | | |
| 15. TOTAL ESTIMATED COST AND FEE OR PROFIT | | | | | |

[illegible]

STATEMENT OF WORK

THE FORT BEND TRANSIT TO DOWNTOWN HOUSTON COMMUTER SERVICE

Project Description:

In Year One, H-GAC partnered with Fort Bend Transit (FBT) and Central Houston, Inc. to offer service from Fort Bend County to Downtown Houston. The Downtown Houston service originates at Fort Bend County Public Transportation's depot located at 3737 Bamore Road in Rosenberg, Texas. From there, it travels 13.5 miles on IH 69 North to reach the AMC Park and Ride at 3301 Town Centre Boulevard South in Sugar Land, Texas for service. Continuing north on IH 69, the service utilizes the HOV lane, covering 5.4 miles before reaching the express lane. The route then remains on IH 69 for 14.1 miles, exiting the HOV lane via Spur 527 and merges onto the exit ramp for Louisiana Street in the Downtown Houston Area.

The route progresses down Louisiana Street stopping at locations such as Jefferson Street, Clay Street, McKinney Street, Texas Street, and Congress Street, covering a total distance of 0.9 miles. After the final stop at the corner of Louisiana St and Congress St, the route turns right onto Franklin Street, making additional stops at Main St and Austin St, spanning 0.5 miles, concluding the first leg of the run.

Following this, the route makes a right turn onto Hamilton St and another right onto Congress Street. It then travels to Smith Street, turning left and following it until reaching the entry point for the 59 Southbound, which takes the route back to the AMC Park and Ride.

During the morning peak hours, the service will operate on 15-minute headways for three hours. The service will run at midday for one hour and thirty minutes. During the evening peak hours, the service will operate for three hours.

Fort Bend County has collaborated with Central Houston Inc. through an interlocal agreement to secure the necessary funding for implementing the Downtown Commuter Service as part of the Congestion Mitigation and Air Quality (CMAQ) Program.

The service has been implemented through a contract with Transdev, Fort Bend County Public Transportation's current operator. The contractor will be responsible for dispatching and maintaining the vehicles and hiring and managing the drivers.

The service started in March 2024.

Project Description for Year Two:

In Year Two, the commuter routes will continue service as described above including an additional stop at the University of Houston Main Campus on three morning and three evening commuter routes. The additional stop adds 26.8 miles per day to the route at a cost of \$259.44 per day, which UH has agreed to fund.

During year one, the University of Houston's Transportation and Parking Advisory Committee, reached out to FBT with their need for more transportation services for UH students between the Sugar Land and the UH Main campus. After a thorough review, FBT proposed adding an additional stop at the

University of Houston Main Campus for students in Fort Bend County. Commissioners Court approved an Interlocal Agreement between FBC and University of Houston on August 27, 2024. Service start date was September 3, 2024, with the new stop provided on three morning and three evening commuter routes. Fort Bend Transit added the UH Sugarland to AMC Park & Ride morning shuttle service at no additional fare beginning Jan 6, 2025.

Task 1: Fort Bend Transit will implement a Commuter Route from Fort Bend County to Houston Downtown

During the morning peak hours, the service will operate on 15-minute headways for three hours. The service will run midday for one hour and thirty minutes. During the evening peak hours, the service will operate for three hours.

To accommodate passengers, the service will initially utilize nine 40-passenger vehicles. There will be 18 runs in the morning, 18 in the evening, and one during midday, resulting in 37 daily runs.

The proposed service will cost \$4.00 for a one-way trip. Passengers will have multiple payment options available, including cash and digital options like the Token Transit© mobile app and the regional fare system app in partnership with Houston METRO.

Service will operate like other commuter services on Fort Bend Transit. Fort Bend Transit will contract proposed service operations with Transdev, Fort Bend County Public Transportation's current operator. The contractor will be responsible for dispatching and maintaining the vehicles and hiring and managing the drivers. It will use 40-passenger large cutaway vehicles for commuter service. This task may include marketing to support the implementation of the route.

Task 2: Fort Bend Transit will Provide Project Administration to Support the Route

Fort Bend Transit will provide the following to support the implementation of the route described above:

- Monthly Progress Reports and Update Progress schedules to H-GAC's Project Manager. A written progress report is required whether there is an activity that month.
- Written Progress reports shall include a summary of the following:
 - Ongoing activities or completed activities during the reporting period
 - Problems encountered and the means of resolving them
 - Project Status report
- Continued Quality Assistance and Quality Control throughout the Pilot Project
- Monthly Invoice Packets

H-GAC staff will review submitted progress reports and monthly invoice packets to check for accuracy and completion. H-GAC will withhold up to 10% of the contract amount pending completion of all deliverables as specified in the Scope of Services described in Task 2. The amount of retainage shall not exceed ninety thousand dollars (\$ 90,000.00)

Based on completed approved monthly invoice packets, H-GAC will provide up to 80% of the net operating cost for the service (minus fares). It will include direct operating and direct marketing expenses for the service.

Deliverables:

- Fort Bend Transit will produce updated Monthly Progress Reports on the project using H-GAC's monthly progress report templates. (Word and PDF)
- Fort Bend Transit will submit Monthly Invoice (PDF) packets.
- Fort Bend Transit will submit copies of any marketing materials developed covered under this contract. H-GAC will reimburse operating, marketing, and administrative costs based on monthly invoice packets and progress reports submitted by Fort Bend Transit

Certificate Of Completion

Envelope Id: 748D6BF8-7088-473A-9239-8598D8D21657

Status: Sent

Subject: Intergovernmental Agreement - Contract - Fort Bend County - Transportation - ID: 14016

Source Envelope:

Document Pages: 22

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Houston-Galveston Area Council

AutoNav: Enabled

3555 Timmons Lane, Suite 120

Envelopeld Stamping: Enabled

Houston, TX 77027

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@h-gac.com

IP Address: 12.11.127.21

Record Tracking

Status: Original

Holder: Houston-Galveston Area Council

Location: DocuSign

4/17/2025 10:58:16 AM

contracts@h-gac.com

Signer Events

Signature

Timestamp

KP George

Sent: 4/17/2025 10:58:59 AM

county.judge@fortbendcountytexas.gov

Viewed: 4/17/2025 3:43:38 PM

Fort Bend County Judge

Fort Bend County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Charles Wemple

charles.wemple@h-gac.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Perri D'Armond

perri.darmond@fortbendcountytexas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 4/17/2025 10:58:59 AM

Viewed: 4/17/2025 10:59:16 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

4/17/2025 10:58:59 AM

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

Pending Signature