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SUBRECIPIENT: Fort Bend County
STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5311) GRANT AGREEMENT-FEDERAL FUNDS
CFDA #: 20.509
PROJECT GRANT AGREEMENT #: RPT 1005 (12) 32
STATE PROJECT #: 51012F7155
MASTER GRANT AGREEMENT #: 517XXF7019

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**STATE/LOCAL RURAL PUBLIC TRANSPORTATION
PROJECT GRANT AGREEMENT-FEDERAL FUNDS**

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 Fort Bend County, hereinafter called the "Subrecipient."

W I T N E S S E T H

WHEREAS, 49 U.S.C. Section 5311, provides that eligible recipients may receive federal funds through the Rural Public Transportation Grant Program, a federal assistance program administered by the Federal Transit Administration to enhance the access of persons living in rural areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and,

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 Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Rural Public Transportation Grant Program, to administer a statewide Rural Public Transportation Grant Program, and to provide state funds to match federal funds; and,

WHEREAS, the Subrecipient submitted a Fiscal Year 2009 Grant Application, Part I (GA Part I) for state financial assistance for a rural public transportation project generally including training, technical assistance, research, or support services related to public transportation in nonurbanized areas, and:

WHEREAS, the Subrecipient must execute a GA Part I and a Fiscal Year 2009 Grant Application, Part II (GA Part II) for consideration for new 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, and;

12-17-09 copy received

WHEREAS, the Texas Transportation Commission approved the a prorata award of FY 2009 §5311 discretionary funds on Minute Order Number 111809;

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 or on **October 12, 2009**, whichever is later. This PGA shall remain in effect until **August 31, 2011** 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 I 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 GA Part I and/or the attached 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 GA Part I and 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 A. 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 \$243,528 provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, Approved Project Description, and the Attachment B - Master Budget Page.

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

Lucy Lapaglia, Public Transportation Coordinator
Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

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.

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

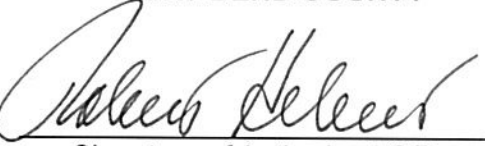
THE STATE OF TEXAS

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.

By: _____
Lucy Lapaglia, Public Transportation Coordinator
Houston District

Date: _____

FORT BEND COUNTY

By: 
Signature of Authorized Officer

Robert E. Hebert
Typed, Printed or Stamped Name

Title: County Judge

Date: 12-15-09

List of Attachments

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

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

The application for State and Federal assistance, as submitted to the State, is hereby incorporated into this agreement as part of the project description.

[Insert a Narrative Project Description]

ATTACHMENT A PROJECT DESCRIPTION

FORT BEND COUNTY FY10 FUNDING GRANTS

DEMAND RESPONSE:

FORT BEND COUNTY CURRENTLY OFFERS SHARED RIDE DEMAND RESPONSE SERVICES TO THE RESIDENTS OF FORT BEND COUNTY. TRANSPORTATION SERVICES ARE OPEN TO THE GENERAL PUBLIC AND PROVIDE TRIPS WITHIN FORT BEND COUNTY AND TRIPS TO THE HOUSTON MEDICAL CENTER.

RESERVATIONS CAN BE MADE UP TO 30-DAYS IN ADVANCE OR NO LATER THAN ONE (1) BUSINESS DAY PRIOR TO THE APPOINTMENT TIME. RESERVATIONS ARE ACCEPTED BETWEEN THE HOURS OF 8 A.M. AND 5 P.M. MONDAY THROUGH FRIDAY EXCLUDING COUNTY HOLIDAYS. RIDES ARE SCHEDULED FOR FIRST DROP-OFF BY 8 A.M. AND LAST PICK UP AT 5 P.M. TRANSPORTATION SERVICES ARE PROVIDED MONDAY THROUGH FRIDAY EXCLUDING COUNTY HOLIDAYS.

TRIP FARES ARE \$1.00 PER PERSON EACH WAY. THIS IS A CURB-TO-CURB SERVICE; HOWEVER, PERSONS WITH DISABILITIES CAN REQUEST DOOR TO DOOR SERVICE.

COMMUTER SERVICE

FORT BEND COUNTY ALSO OFFERS COMMUTER SERVICES KNOWN AS TREK EXPRESS. SERVICES ARE OFFERED VIA TWO ROUTES SERVING THE GREENWAY PLAZA AND GALLERIA AREAS OF HOUSTON.

SERVICES START IN SUGAR LAND ALONG THE HIGHWAY 59 CORRIDOR WITH THE FIRST STOP AT THE UNIVERSITY OF HOUSTON, SUGAR LAND PARK AND RIDE, AND ANOTHER AT THE AMC THEATRE PARKING LOT LOCATED AT FIRST COLONY MALL. THE GREENWAY PLAZA ROUTE OFFERS CONNECTIONS TO THE HOUSTON METRO SYSTEM VIA A STOP AT METRO'S WEST BELLFORT PARK AND RIDE LOT.

BUSES LEAVE SUGAR LAND FOR HOUSTON ON WEEKDAYS BETWEEN THE HOURS OF 5:10 A.M. AND 8:10 A.M. AND RETURN TRIPS FROM HOUSTON TO SUGAR LAND RUN BETWEEN THE HOURS OF 3:15 P.M. AND 6:40 P.M. SERVICES ARE NOT OFFERED ON COUNTY HOLIDAYS.

CASH FARES ARE \$2.25 EACH WAY INTO GREENWAY PLAZA/GALLERIA AND \$1.00 EACH WAY TO THE WEST BELLFORT PARK AND RIDE LOT. DISCOUNTED TICKET BOOKS ARE ALSO AVAILABLE FOR PURCHASE.

FOR MORE INFORMATION REGARDING SERVICES, CONTACT (281) 633-7433 (RIDE).

ATTACHMENT B
MASTER BUDGET PAGE


[Insert Printed Copy of Electronic Budget Page]

Fort Bend County



Select Fiscal Year----> FY 2010

Section I: Project Identification

Legend				OTHER-1				
Totals								
DropDowns				\$5311 Discreti	State	Local	TDC	
Locked Cell				Project #	PT 1005(12)3	RPT1001(12)		
Data Entry				Grant #	51012F7155	51012F7019		
Title Cells				Start Date		09/30/09		
Comments				End Date	08/31/11	08/31/10		
Section II: Capital Costs		Quantity &	Total of All Programs	\$5311 Discreti	State	Local	TDC	
Description	ALI	Fuel Type						
Acquisition- Acquisitioned H	11.42.07		27					
Acquisition- Acquisitioned S	11.42.08		12					
Acquisitions- Miscellaneous	11.62.20							
Acquisition- Miscellaneous	11.32.20		286					
Expand- Bus <30'	11.13.04		145,000	116,000	24,337	4,663		
Replace- Bus 30'	11.12.03							
Replace- Bus Articulated	11.12.06							
Preventive Maintenance	11.7A.00							
Purchase of Service	11.71.13		82,589	49,645	10,415	1,996		
Preventive Maintenance-5310 Capital	11.7A.00							
Only	11.71.13							
All Other 5310 Capital								
Capital Subtotal			227,914	165,645	34,752	6,659		

Section III: Planning)/ Admin. Costs

Account Name	Planning Costs	Actual Costs	Variance
Administration Costs -11.79.00	77,603	50,214	12,553
Planning Costs-44.2X.XX	-		
Total Admin/Planning Costs	77,603	50,214	12,553

Section IV: Operating Costs

Gross Operating -30.09.00	142,198	37,544	37,544
Farebox Revenue	9,875	9,875	
Net Operating	132,323	27,669	37,544

Total Transit Budget

	Total		State	Local	TDC
Total Transit Budget	437,840	243,528	34,752	56,756	-

Section VI: Summary of Local Funds

Source of Local Funds	Amount
State 5311 Award \$ 102,804 is being split and used as match against FY09 Federal CTR 51912F7150 and FY10 Federal Discretionary CTR 51012F7155	68,052
	34,752
Total of Local Funds	102,804

Enter Comments Below.

Note: FY10 State award for FBC is \$102,802; \$68,052 is being used as match for FY09 5311 FED CTR 51912F7150, RPT0903(12)32; and \$34,752 is being used as match for FY10 5311 Federal Discretionary CTR 51012F7155, RPT 1005(12)32.