

**FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM**

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 2/23/2010 Submitted By: Christina Bune
Court Agenda Date: 3/2/2010 Department: Public Transportation
Phone Number: 281.633.7433

SUMMARY OF ITEM:

Take all appropriate action to approve Project Grant Agreement 51012F7307 for Federal FY10 Section 5317 (New Freedom) in the amount of \$437,599.59 with a county match of \$181,769.92 and authorize County Judge to sign all documents related to the grant. (Fund: Transportation, FY10 Grant Allocation)

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☒ NO ☐

List Supporting Documents Attached: 1). TxDOT Contract Amendment
2). TxDOT Project Grant Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit:100610999 Account Number:
Activity (If Applicable): G610-08RURL5317

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor	(281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1	(281-342-0587)
<input checked="" type="checkbox"/> Budget Officer	(281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2	(281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning	(281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3	(281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4	(281-980-9077)
<input checked="" type="checkbox"/> Information Technology	(281-341-4526)	<input checked="" type="checkbox"/> County Clerk	(281-341-8697)
<input type="checkbox"/> Other:		<input checked="" type="checkbox"/> County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

3-3-10 copy received



Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

February 18, 2010

CONTACT: DTP-PT

Section 5317 New Freedom Project Grant Agreement
State Project No. NF 1001(12)01
Contract No. 51012F7307

Ms. Paulette Shelton
Fort Bend County Transportation Office
12550 Emily Court, Ste. 400
Sugar Land, Texas 77478

Dear Ms. Shelton:

Enclosed are two original copies of the above subject contract for Fiscal Year 2010 (FY10) to replace the FY08 New Freedom Contract that was canceled for financial record keeping purposes. You will receive a new billing for the FY10 contract for the purposes of spending the balance remaining in FY08 through billing #20. Contract expires September 31, 2010. If requesting a contract date extension, please notify this office in writing, giving reasons for extension, at least 30-days prior to the expiration date.

Please have the person at your agency with signature authority sign and date both copies of the contract and return them to this office no later than March 12, 2010, for final execution. Once final execution is complete, an original signed contract will be returned to you for your records and files.

Again, we have received and will process billing #20 against the FY08 contract, but will not accept any further billings against the FY08 contract.

If you have any questions, please contact me at (713) 802-5315.

Sincerely,

Lucy T. Lapaglia, CTPA
Public Transportation Coordinator
PTN-Houston District

/11
Enclosures

SUBRECIPIENT: Ft Bend County
NEW FREEDOM AGREEMENT
PROJECT GRANT.AGREEMENT #51012F7307
STATE PROJECT #NF 1001(12) 01
MASTER GRANT AGREEMENT # 517XXF7019

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**PUBLIC TRANSPORTATION
FISCAL YEAR 2010
NEW FREEDOM 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 **Ft. Bend 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 5317 New Freedom 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 **111031**; and,

WHEREAS, the Subrecipient must execute a *Fiscal Year 10 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 or on **March 1, 2010** whichever is later. This PGA shall remain in effect until **September 30, 2010**, 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, Approved 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 not to exceed Minute Order Number 111031 award of **\$480,697 in Section 5317 funds**, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Attachment A and Attachment B. This contract amount is less funds previously billed under Project Grant Agreement Number **5812F7074**.

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.

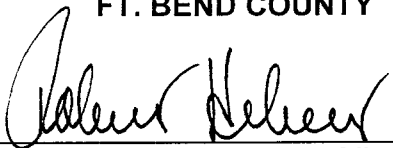
ARTICLE 8. INCORPORATION OF PROVISIONS

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.

<p align="center">THE STATE OF TEXAS</p> <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: _____ Lucy Lapaglia Houston Public transportation Coordinator</p> <p>Date: _____</p>	<p align="center">FT. BEND COUNTY</p> <p>By:  _____ Signature of Authorized Officer</p> <p align="center">Robert Hebert Typed, Printed or Stamped Name</p> <p>Title: _____ County Judge</p> <p>Date: _____ March 2, 2010</p>
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List of Attachments

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

ATTACHMENT A

APPROVED PROJECT DESCRIPTION

The Fort Bend County Transportation Department proposes development of coordinated mobility management and transit services to address gaps in access to services for people with disabilities residing in the rural areas of Fort Bend County. With the Geographical Access to Provider Services (GAPS) Project, mobility management will be utilized to coordinate the existing demand response services provided by Fort Bend County and other human service agency transportation service providers within the county.

Four new point deviation routes will be added to the existing public transportation services offered by Fort Bend County. Three of these routes will be assigned to expand services to rural sectors of the county. They will be operated as point deviation routes using both new pick up points and connecting to existing pick up points already designated by Texana Center, a large disability services agency currently operating within the County. The fourth route will be designed as a connector/feeder route providing access to existing demand response and commuter services offered by Fort Bend County and the Houston Metropolitan Transit Authority.

To insure success of the GAPS Project and address coordination and access issues identified by the representatives of the disabled population in the community, the program will be complimented by the services of a Mobility Manager, a Trip Coordinator/Travel Trainer, and five Passenger Attendants. The Mobility Manager will be responsible for developing a comprehensive database listing all transportation services available in the County, identifying and contacting additional service providers, and carrying out all the processes necessary to complete coordination agreements among the agencies involved in the GAPS Project.

The Trip Coordinator will provide passengers with assistance in planning trips and will also provide "travel training," utilizing curriculum specifically designed to teach passengers with physical and cognitive disabilities how to access and utilize the varying transportation systems in the region. Five Passenger Attendants will be utilized to insure that individuals with disabilities board the correct vehicles, assist drivers with boarding and disembarking of passengers and, more importantly, insure individuals with disabilities who could not ordinarily wait unattended at pick up points are supervised. These complimentary functions will be designed specifically to accommodate the underserved citizens with disabilities residing in Fort Bend County.

ATTACHMENT B
APPROVED BUDGET PAGE
[Insert Electronic Budget Page]

Project Budget Worksheet**Line Item Budget**Effective Date: **November 26, 2007** (mm/dd/yy)Completion Date: **September 30, 2010** (mm/dd/yy)Recipient: **Fort Bend County - 3 YR Summary**State Project No.: **NF0801(12)01**Grant Agreement No.: **51812F7074****A. Capital Costs**

Description	ALI Code	Total	TDC		
			Federal	Local	YES OR NO FUEL TYPE
TYPE III VEHICLE	11.12.04	110,511	88,409	22,102	
CCC - PURCHASE OF	11.71.13	175,631	140,505	35,126	
		0			
		0			
		0			
		0			
		0			
		0			
Capital Subtotal		\$286,142	\$228,914	\$57,228	

B. Administrative Costs

Description	Total	Federal	Local
1 Personnel	0		
2 Fringe Benefits	0		
3 Office supplies	0		
4 Postage & printing	0		
5 Office equipment	0		
6 Telephone	0		
7 Insurance	0		
8 Marketing	0		
9 Travel-in-area	0		
10 Travel-out-area	0		
11 Space costs	0		
12 Utilities	0		
13 Short term debt	0		
14 Audit	0		
15 Miscellaneous Professional	0		
16 Miscellaneous Cost	0		
17 Miscellaneous Direct Cost	0		
18	0		
19	0	0	0
20	0	0	0
Administrative Subtotal	\$0	0	0

C. Operating Costs

Description	Total	Federal	Local
1 Personnel	0		
2 Fringe Benefits	0		
3 Fuel/Oil	0		
4 Maintenance/repairs	0		
5 Vehicle Insurance	0		
6 Vehicle Storage	0		
7 Space/Utilities	0		
8 Licensing	0		
9 Driver Training	0		
10 Subcontracts	0		
11 Miscellaneous	0		
12 CC-Purchase of Service - Operating	263,447	138,384	125,063
13 Mobility Management Contractor	75,001	44,161	30,840
14 Trip Coordinator / Travel Trainer	105,001	59,161	45,840
15 Bus Stop Attendants	113,401	63,361	50,040
16	0		
17	0		

18		0		
19		0		
20		0		
Gross Operating Subtotal		\$556,850	305,067	251,783
Fare Box Revenue		53,284	53,284	
Net Operating Subtotal		503,566	251,783	
Budget Totals:		Total	Federal	Local
		789,708	480,697	309,011

Maximum Reimbursable:	480,697
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Summary of Local Funds

Effective Date: November 26, 2007 (mm/dd/yy)

Completion Date: August 31, 2010 (mm/dd/yy)

Subrecipient: Fort Bend County

State Project No.: NF0801(12)01

Grant Agreement No.: 51812F7074

Summary of Matching Funds

Note: Include all state and local funds that will be used to match the federal funds.

[illegible]

Total of Local Funds	309,011
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The Total of Local Funds must meet or exceed Budget Total 'Local in cell F72'

Comments:

Percentage of Budget-Federal Funds Only	
Capital Cost	36%
Operating Cost	64%
Administration Cost	0%
Total	100%

ATTACHMENT B and C

APPROVED PROJECT BUDGET

Subrecipient: Ft Bend County

Project Grant Agreement #51012F7307

State Project #: NF1001(12)01

Contract Expiration Date: September 31, 2010

Category	ALI Code	Fuel Type	Number Units	Total	Federal	Local Match
Capital	111304	LSD	1	\$110,511	\$ 88,409	\$22,102
Capital	117113			\$175,631	\$140,505	\$35,126
Operating	300901	na	na	\$503,566	\$251,783	\$251,783
TOTAL				\$789,708	\$480,697	\$309,011

NOTE: listed below are balances remaining in the fy08 contract through billing #20. Future billings will be starting with billing #1 (issued with the fy10 contract) using the balances listed below:

Category	ALI Code	Fuel Type	Number Units	Total	Federal *	Local Match
Capital	111304	LSD	1	\$ 627.00	\$ 501.74	\$ 125.26
Capital	117113			\$122,812.67	98,248.00	\$ 24,564.67
Operating	300901	na	na	\$314,159.92	\$157,079.93	\$157,079.99
TOTAL				\$437,599.59	\$255,829.67	\$181,769.92

* This Federal figure cannot exceed the Budget Balance as it appears on the TxDOT Form 1793-PTN (billing form).