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SUBRECIPIENT: Fort Bend County  
PROJECT GRANT AGREEMENT #: RPT 1007 (12) 33  
STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5311) GRANT AGREEMENT  
CFDA #: 20.509  
STATE PROJECT #: 51012F7206  
MASTER GRANT AGREEMENT #: 517XXF7019  
FEDERAL GRANT FUNDING SOURCE: TX-18-X033

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

STATE/LOCAL RURAL PUBLIC TRANSPORTATION  
FISCAL YEAR 2010  
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 2010 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 the Texas Transportation Commission approved the application by Minute Order Number **112146**; and,

**WHEREAS**, the Subrecipient must execute a GA Part I and a Fiscal Year 2010 Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and/or federal grants.

**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:

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6-24-10 copy received

**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 15, 2010** 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 United States Congress has passed a Continuing Resolution for a five-month period; the FTA has available funds for this period. As soon as authorizing legislation covering the remainder of the fiscal year or a portion of it has been enacted, the additional funding will be made available. The maximum amount payable under this PGA without modification is **\$179,131** provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, 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

Date: \_\_\_\_\_

#### **FORT BEND COUNTY**

By:  \_\_\_\_\_  
Signature of Authorized Officer

Robert Hebert  
Typed, Printed or Stamped Name

Title: County Judge

Date: June 22, 2010

#### **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 the project description.

**[Insert a Narrative Project Description]**

## **ATTACHMENT A**

### **PROJECT DESCRIPTION**

#### **FORT BEND COUNTY FY10 FEDERAL FUNDING GRANT**

#### **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 Budget Page]

**Fort Bend County**



Select Fiscal Year----&gt; FY 2010

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