Project Grant Agreement # 51112F7018

RECIPIENT: County of Fort Bend

STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5311) GRANT AGREEMENT - STATE

PROJECT GRANT AGREEMENT #: 51112F7018

STATE PROJECT #: RPT 1101(12)

MASTER GRANT AGREEMENT #: 517XXF7019

CFDA #: n/a

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

STATE/LOCAL PUBLIC TRANSPORTATION FISCAL YEAR 2011 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 County of Fort Bend, hereinafter called the "Recipient."

WITNESSETH

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 Recipient 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 Recipient submitted a Fiscal Year 2011 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 112301; and,

WHEREAS, the Recipient must execute a GA Part I at the start of each fiscal year grant period for consideration for new state funds; and,

WHEREAS, a Master Grant Agreement (MGA) between the Recipient 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 Recipient hereto agree as follows:

County of Fort Bend State Project #: RPT 1101(12)
State 5311 Page 1 of 6 Rev. 7/2010

8-26-10 copy received

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties, but in no event before **September 1, 2010**. 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient shall publicly open all bids or privately review proposals. The Recipient 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 Recipient 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 \$118,772 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:

Donna Shea, PTN-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. STATE AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 6. NEPOTISM DISCLOSURE

A. In this section the term relative means:

- (1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
- (2) the grandparent, parent, sibling, child, or grandchild of the persons spouse.
- B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services Section, General Services Division, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the Recipient's entity name, the name of the person who submitted the notification, the contract number, the district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Recipient employee, the expected role of the Recipient employee on the project, the name of the TxDOT employee who is a relative of the Recipient employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.
- C. By executing this contract, the Recipient is certifying that the Recipient does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Recipient has notified TxDOT of each instance as required by subsection (b).
- D. If the Recipient learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, the Recipient shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.
- E. If the Recipient violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

ARTICLE 7. SUCCESSORS AND ASSIGNS

The Recipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Recipient shall not sign, sublet or transfer their interest in this agreement without the written consent of the State.

ARTICLE 8. 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 9. 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 10. INCORPORATION OF PROVISIONS.

Attachments are attached hereto and incorporated into this contract as if fully set forth herein.

ARTICLE 11. SIGNATORY WARRANTY

The undersigned signatory for the Recipient 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 beretofore approved and authorized by the Texas Transportation Commission.

Darla Walton, Public Transportation Coordinator

PTN-Bryan

COUNTY OF FORT BEND

By: Signature of Authonized Officer

Robert Hebert

Typed, Printed or Stamped Name

Title: County Judge

Date: _ August 24, 2010

List of Attachments

A - Approved Project Description

B - Master Budget Page

ATTACHMENT A APPROVED PROJECT DESCRIPTION

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

[Insert a Narrative Project Description]

State Project #: RPT 1101(12) Rev. 7/2010

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PROJECT DESCRIPTION

DEMAND RESPONSE:

Fort Bend County offers shared ride demand response service to residents of Fort Bend County. Transportation services are open to the general public and provide trips within Fort Bend County and into 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 Holidays. Rides are scheduled for first drop off by 8 a.m. and last pickup at 5 p.m.

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 & 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 & 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 & Ride Lot. Discounted ticket books are also available for purchase.

For more information regarding transit services, please call (281) 633-7433 (RIDE).

ATTACHMENT B MASTER BUDGET PAGE

[Insert Electronic Budget Page]

Revised 4/2010 GD Select Fiscal Year-> FY 2011 Town State The art Legend 55311 65311 Totals Totals Federal State Local TDC **DropDowns** Locked Cell Project# RPT 1101(12) 51112F7018 Data Entry Grant# Start Date 09/01/10 Title Cells Texas Department **End Date** 08/31/11 of Transportation Total of All §5311 §5311 Totals Quantity & **Programs** Description TDC Fuel Type Federal State Local Preventive Maintenance 11.7A.00 urchase of Service 11.71.13 42,880 42,880 42,880 Preventive Maintenance-5310 11.7A.00 11.71.13 Only All Other 5310 Capital 42,880 Capital Subtotal 42,880 42,880 Administration Costs -11.79:00 Federal State Admin/Pln 15,099 15,099 15,099 Planning Costs-44.2X.XX Total Admin/Planning Costs 15,099 15,099 15,099 State Federal Operating Local Gross Operating -30:09:00 60,793 60,793 60,793 Farebox Revenue **Net Operating** 60,793 60,793 60,793 §5311 :Total Federal TDC State Local §5311 Totals Total Transit Budget 118,772 118,772 118,772 透過的研究所謂多如少山海山社 Source of Local Funds Amount **Total of Local Funds**

Public Transportation Budget-Attachment B

8/6/2010