

PGA: SECTION 5311 FEDERAL- RURAL PUBLIC TRANSPORTATION (RPT)
TRANSIT PROVIDER: **Fort Bend County**
FTA GRANT #: **TX-18-X033**
CFDA #: **20.509**
TXDOT PROJECT #: **RTP 1205 (12) 33**
PROJECT GRANT AGREEMENT #: **51212F7253**
MASTER GRANT AGREEMENT #: **512XXF7052**
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FEDERAL RURAL PUBLIC TRANSPORTATION
FISCAL YEAR 2012
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State," and **Fort Bend County**, called the "Transit Provider."

WITNESSETH

WHEREAS, 49 United States Code 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, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider 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 U.S. Secretary of Transportation approved the State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated Texas Department of Transportation to receive federal funds under the Section 5311 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 12 Grant Application, Part I (GA Part I) (if applicable) for state financial assistance and the Texas Transportation Commission approved the application by Minute Order Number **112146**; and

WHEREAS, the Transit Provider must execute a GA Part I and a Fiscal Year Grant Application, Part II (GA Part II) for each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA; and

WHEREAS, an unused balance in funds remains in prior Project Grant Agreement No. **51012F7206** and it has been necessary to extend the project end date:

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **June 1, 2012**, whichever is later. This PGA shall remain in effect until **May 31, 2013**, 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 Transit Provider has submitted the GA Part I (if applicable) and 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

- A.** The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B.** If applicable, the Transit Provider 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 Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider 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 Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under the prior PGA No. 51012F7206 without modification was \$549,279. The maximum amount payable under this PGA No. 51212F7253 without modification is the remaining balance of funds from said prior PGA 51012F7206 provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, Attachment A, and Attachment B.

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

**Texas Department of Transportation
Attn: Travis Madison
Public Transportation Coordinator
P.O. Box 1386
Houston, Texas 77251**

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized in the agreement shall be enacted by written amendment approved by the parties

before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

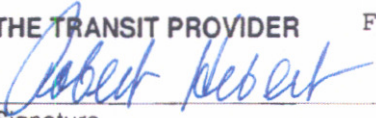
This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER FORT BEND COUNTY



Signature

Robert E. Hebert

Typed, Printed, or Stamped Name

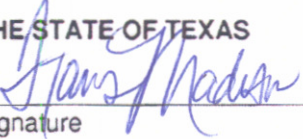
County Judge

Title

June 5, 2012

Date

THE STATE OF TEXAS



Signature

Travis Madison

Typed, Printed, or Stamped Name

Public Transportation Coordinator

Title

6/8/12

Date

List of Attachments

A - Approved Project Description

B - Project Budget

**ATTACHMENT A
APPROVED PROJECT DESCRIPTION**

[Insert a Narrative Project Description]

PROJECT DESCRIPTION

DEMAND RESPONSE:

Fort Bend County will provide 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 will also provide commuter services to the general public into the Texas Medical Center, Greenway Plaza and Galleria areas of Houston. Services start in Rosenberg, stops in Sugarland and then travels to the Houston Area stops. All routes have connections to Houston METRO.

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 Rosenberg run between the hours of 3:15 p.m. and 8:40 p.m. Services are not offered on County Holidays.

Cash fares are \$2.25 each way into Greenway Plaza / Galleria, \$3.50 each way into the Texas Medical Center, 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
PROJECT BUDGET**

[Insert Project Budget]

