

**INTERAGENCY AGREEMENT  
FOR  
JOB ACCESS / REVERSE COMMUTE  
AND  
NEW FREEDOM  
PROJECT IMPLEMENTATION  
BETWEEN**

**FORT BEND COUNTY  
AND  
THE METROPOLITAN TRANSIT AUTHORITY  
OF HARRIS COUNTY, TEXAS**

**MODIFICATION 02**

THE STATE OF TEXAS

COUNTY OF HARRIS

This **Modification 02 to the Interagency Agreement** ("Agreement") is made and entered into on this 1 day of August, 2012 ("Effective Date"), by and between **Fort Bend County**, a governmental entity, (herein after called "Fort Bend County" or "FBC") and the **Metropolitan Transit Authority of Harris County, Texas**, a metropolitan transit authority and public entity under the laws of the State of Texas, (hereinafter called "METRO").

**RECITALS**

**WHEREAS**, Fort Bend County and METRO entered into an interagency agreement for Job Access / Reverse Commute (JARC) and New Freedom (NF) project implementation, effective January 8, 2009 (the "Original Contract"), and

**WHEREAS**, Fort Bend County and METRO desire to amend the Original Contract as previously modified on December 22, 2010, to extend the contract term and to increase funding amounts.

NOW, THEREFORE, for and in consideration of the recitals, the Parties agree as follows:

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date first written below:

## **AGREEMENT**

1. The first sentence of Section 2.6 of Article 2, Fort Bend County Obligations, of the Original Contract, as previously modified, is amended to read as follows:

FBC shall provide for a quarterly Milestone Progress Report and a quarterly Financial Status Report for the JARC Project and the New Freedom Project as described in Exhibit 5-A and Exhibit 5-B attached to this Modification 02 within 15 business days after the close of each calendar quarter (March, June, September, December).

2. Section 4.1 of Article 4, payment, of the Original Contract as previously modified, is amended to read as follows:

During the term of this Agreement, FBC will submit monthly invoices to METRO no later than the 45<sup>th</sup> business day following a month in which expenses were incurred by FBC in the amount(s) representing actual expenses for the JARC Project and the New Freedom Project. Each invoice shall include the amounts due for the services performed, subject to the eligible project expense percentage as set out in Exhibits 1 and 2. METRO shall review and notify FBC of any additional information necessary to approve such invoices within 10 calendar days of receipt. METRO shall not unreasonably delay approval of such invoices. METRO shall file for

FTA reimbursement of the actual monthly expenses incurred by FBC for the JARC Project and the New Freedom Project within 15 days of approval of an FBC invoice. METRO will remit payment to FBC within thirty (30) days after receipt of reimbursement funding from FTA for FBC expenses in the amounts and for the services described in the invoice(s), not to exceed the total assigned amount of **\$780,982** for the JARC Project and the total assigned amount of **\$779,853** for the New Freedom Project. METRO agrees to make payment with available FTA Section 5316 and FTA Section 5317 funds provided FTA has made such funds available to METRO FTA Section 5316 and Section 5317 funds for the fiscal year in which the payments are incurred and due, and in accordance with the approved Transportation Improvement Program. Fort Bend County shall be responsible for expending and documenting the amount of the Local Match as set out in Exhibits 1 and 2.

METRO shall have no obligation to make any payment to Fort Bend County unless METRO has received FTA Section 5316 funds and FTA Section 5317 funds for the applicable services.

3. Article 7, Term, of the Original Contract, as previously modified, is amended to read as follows for all services effective after the Effective Date of this Modification No. 02:

Unless terminated sooner in accordance with this Agreement, the term of this Agreement shall begin on October 28, 2008 and shall terminate at the completion of the project or the time required under the grant award.

4. Exhibits 2, 5-A and 5-B to the Original Contract are amended and replaced by those documents marked "Modification No. 02 Exhibit 2;"

"Modification No. 02 Exhibit 5-A" and "Modification No. 02 Exhibit 5-B" as attached to this Modification No. 02 of the Original Contract, and are incorporated into the Original Contract for all purposes.

5. All other terms and conditions of the Original Contract remain unchanged. If there is a conflict between the Original Contract, Modification No. 01 and the Modification No. 02, this Modification No. 02 shall prevail.

The Parties have caused this Modification No. 02 to be executed as of the Effective Date in duplicate originals, each having equal force, and has been executed on behalf of the Parties hereto as follows:

- a. It has on the 7 day of August, 2012 been executed on behalf of Fort Bend County Transportation by Robert Hebert, County Judge.
- b. It has on the \_\_\_ day of \_\_\_\_\_, 2012 been executed on behalf of METRO by its President & Chief Executive Officer and attested by its Assistant Secretary, pursuant to Resolution 2012-57 of its Board of Directors authorizing such execution.

Fort Bend County

By: *Robert E. Hebert*  
Robert E. Hebert, County Judge

Approved as to form:

*Paul J. Stewart*  
Paul J. Stewart  
Assistant County Attorney

Metropolitan Transit Authority of Harris County, Texas

By: *George Greanias* *20 AUGUST 2012*  
George Greanias  
President & Chief Executive Officer

Executed for and on behalf of the Metropolitan Transit Authority pursuant to Resolution No. 2012-57, passed by the Board of Directors on June 28, 2012, and on file in the office of the Assistant Secretary of METRO.

Attest as to form:

*Ross*  
Assistant Secretary

Approved as to form:

*Alva Trevino*  
Alva Trevino  
General Counsel

*Susan Bailey*  
Susan Bailey  
Sr. Vice President & CFO



## MODIFICATION NO. 02 EXHIBIT 2

### PROJECT DESCRIPTION AND BUDGET

#### FORT BEND COUNTY NEW FREEDOM PROJECT

**New Freedom Project Description:** This project will provide funds for the acquisition costs of 3 wheelchair accessible buses, 2 years service support, and five (5) stop attendants. The contracted service will operate 6-1/2 hours daily, Monday through Friday (excluding Fort Bend County Holidays). One additional deadhead hour per bus per day will be allowed to meet Fort Bend County contractual obligations. Services will be designed to serve a targeted passenger population of persons with cognitive disabilities that live in the urban areas of Fort Bend County.

Currently, the Texana Center (the local Mental Health Mental Retardation authority for Fort Bend County) offers limited transportation services for individuals with cognitive disabilities; however, the service is only available for trips to Texana facilities for those individuals who are located near pick-up points or who can wait unattended at these locations. The eight-vehicle existing demand-response service provided by FBC is at capacity during peak travel times and has limited space available during off-peak hours.

Two of the buses will be assigned to point deviation routes and the third bus will be utilized for expanded demand-response services in the urbanized area. Passenger attendants will be utilized to ensure that individuals with disabilities board the correct vehicles, to assist drivers with boarding and alighting of passengers, and to ensure that individuals with disabilities who could not ordinarily wait unattended at pick-up points are supervised. The transportation routes will provide direct access to medical facilities, recreational and day facilities, job sites, education and job training locales, and other destinations in Fort Bend County's urbanized area via connections to the existing public transportation services offered by Fort Bend County and METRO.

New Freedom funding will provide 80% of the eligible capital project expenses, and 50% of the eligible operating project expenses. Program partners include the ARC of Fort Bend, Fort Bend County, the George Foundation, and the United Way of Greater Houston; these agencies will provide the 20% local match required for these grant funds.

**Project Budget:**

<b>ALI</b>	<b>Account Name</b>	<b>FTA %</b>	<b>FTA \$\$</b>	<b>Local \$\$</b>	<b>Total \$\$</b>
11.13.04	Purchase 3 vans	83%	\$180,911	\$ 37,054	\$217,965
11.13.15	Purchase 1 van	83%	37,350	7,650	45,000
11.71.12	Capital Cost Contracting – Capital	80%	174,002	43,501	217,503
11.80.00	Program management	100%	116,041	0	116,041
11.79.00	Program management	50%	150,549	150,549	301,098
30.09.01	Capital Cost Contracting – Operating	50%	121,000	121,000	242,000
	<b>Total</b>		<b>\$779,853</b>	<b>\$359,754</b>	<b>\$1,139,607</b>

**MODIFICATION NO. 02 EXHIBIT 5 - A**

**PROJECT MILESTONES**

**JARC PROJECT**

**HOUSTON METRO  
Job Access Reverse Commute  
Quarterly Project Status Report**

Reporting Agency: **Fort Bend County**

Grant #: **TX-37-X059**

Project Name: **WHEELS**

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

Report for the **Quarterly** period:

Starting Date \_\_\_\_\_

Ending Date \_\_\_\_\_

**Section I. Accomplishments.** Provide an update of revised estimated completion or actual completion dates for the milestones listed below.

Milestone	Budget	Current Est. Compl.	Rev'd Est. Compl/	Actual Compl.
<b>11.13.04 Buy 3 van service expansion (83%)</b>	<b>\$151,874</b>			
RFP/IFB out for bid		05/18/07	02/28/09	11/25/09
Contract awarded		11/19/09	01/08/10	01/12/10
First vehicle delivered		04/01/09	09/30/10	01/12/10
All vehicles delivered		05/01/09	09/30/10	
Contract complete		07/01/09	11/30/10	
<b>11.71.12 Capital cost of contracting (80%)</b>	<b>\$435,673</b>			
CCC start service		07/01/09	05/01/09	05/01/09
CCC complete service		08/31/11	10/31/13	
<b>30.09.01 Capital cost of contracting (50%)</b>	<b>\$612,777</b>			
Start service		07/01/09	05/01/09	05/01/09
Complete service		08/31/11	10/31/13	

Also provide a bulleted list of project accomplishments as well as a description of their importance to the project.

**Section II: Problems/Solutions** (NOTE: Please attach any additional information that you feel should be a part of your report or that may be required to meet the deliverable requirements for tasks completed during this reporting period.)

<p><b>Problem(s) Identified</b></p> <p><i>(Please report anticipated or unanticipated problem(s) encountered and its effect on the progress of the project)</i></p>	
<p><b>Proposed Solution(s)</b></p> <p><i>(Please report any possible solution(s) to the problem(s) that were considered/encountered)</i></p>	
<p><b>Action(s) Conducted and Results</b></p> <p><i>(Please describe the action(s) taken to resolve the problem(s) and its effect)</i></p>	

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

*Authorized Project Representative's Signature*

**MODIFICATION NO. 02 EXHIBIT 5 - A**

**PROJECT MILESTONES**

**NEW FREEDOM PROJECT**

**HOUSTON METRO  
New Freedom  
Quarterly Project Status Report**

Reporting Agency: **Fort Bend County**

Grant #: **TX-57-X006**

Project Name: **GAPS**

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

Report for the **Quarterly** period:

Starting Date \_\_\_\_\_

Ending Date \_\_\_\_\_

**Section I. Accomplishments.** Provide an update of revised estimated completion or actual completion dates for the milestones listed below.

Milestone	Budget	Current Est. Compl.	Rev'd Est. Compl/	Actual Compl.
<b>11.13.04 Buy 3 van service expansion (83%)</b>	\$217,966			
RFP/IFB out for bid		11/01/10		
Contract awarded		01/31/11		
First vehicle delivered		06/30/11		
All vehicles delivered		06/30/11		
Contract complete		08/31/11		
<b>11.13.15 Buy 1 van service expansion (83%)</b>	\$45,000			
RFP/IFB out for bid		05/21/07	10/16/09	10/16/09
Contract awarded		07/24/07	11/19/09	01/12/10
First vehicle delivered		09/30/10		
All vehicles delivered		09/30/10		
Contract complete		11/30/10		
<b>11.71.12 Capital cost of contracting (80%)</b>	\$217,503			
CCC start service		05/01/09		
CCC complete service		02/28/11		
<b>30.09.01 Capital cost of contracting (50%)</b>	\$242,000			
Final expenditure		02/28/11		
<b>30.09.01 Operating (attendants / ambassadors / supervisor) (50%)</b>	\$301,098			
Start general project management		01/01/10		
Complete general project management		08/31/11		
Start project management - attendants		07/01/10		
Complete project management - attendants		02/28/11		

<b>11.80.00 Program administration (100%)</b>	<b>\$116,040</b>			
Start project management		10/01/10		
Complete project management		03/31/11		

*Also provide a bulleted list of project accomplishments as well as a description of their importance to the project.*

**Section II: Problems/Solutions** (NOTE: Please attach any additional information that you feel should be a part of your report or that may be required to meet the deliverable requirements for tasks completed during this reporting period.)

<p><b>Problem(s) Identified</b></p> <p><i>(Please report anticipated or unanticipated problem(s) encountered and its effect on the progress of the project)</i></p>	
<p><b>Proposed Solution(s)</b></p> <p><i>(Please report any possible solution(s) to the problem(s) that were considered/encountered)</i></p>	

<p>Action(s) Conducted and Results</p> <p><i>(Please describe the action(s) taken to resolve the problem(s) and its effect)</i></p>	

\_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized Project Representative's Signature*

**MODIFICATION NO. 01 EXHIBIT 5 - B**

**FINANCIAL STATUS REPORT**

FINANCIAL STATUS REPORT (SHORT FORM)			
<b>1. Federal Agency to which report is submitted:</b> Federal Transit Admin.	<b>2. Federal Grant #:</b>	<b>OMB Appvl. Nr.</b>	Page 1 of 1
<b>3. Recipient Organization</b> Metropolitan Transit Authority of Harris County, Texas P. O. Box 61429 Houston, Texas 77208-1429			
<b>4. Employer ID Nr.</b> 1-74-1998278-4	<b>5. Recipient Acct Nr.</b> N/A	<b>6. Final Report</b> Yes: No XX	<b>7. Basis</b> Accrual
<b>8. Funding/Grant Period</b> FROM:	TO: 03/31/2012	<b>9. Period Covered this Rpt.</b> FROM: 01/01/2012 TO: 03/31/2012	
<b>10. Transactions</b>	<b>I</b> Previously Reported	<b>II</b> This Period	<b>III</b> Cumulative
a. Cash on hand at beginning of period			
b. Cash receipts (from TEAM at qtr end)			
c. Cash disbursements (= to TEAM disbmt at qtr end)			\$0
d. Cash on hand (A + B - C) (sh / be zero)			\$0
e. Total Federal Funds Authorized			\$0
f. Federal Share of Expenditures	\$0	\$0	\$0
g. Recipient Share of Expenditures	\$0	\$0	\$0
h. Total Expenditures (F + G)	\$0	\$0	\$0
i. Federal share of Unliq Obligations			\$0
j. Recipient Share of Unliq Obligns			\$0
k. Total Unliquidated Obligations			\$0
l. Total Federal Share (F + I)			\$0
m. Unoblig'd Balance Federal Funds (E - L)			\$0
n. Total recipient share required			
o. Remaining recipient share to be provided			\$0
p. Program income on hand at beginning			
q. Total federal program income earned			
r. Prog income expended... deduction alternative			
s. Prog income expended... addition alternative			
t. Prog inc expended... allowable op/cap exp			
u. Unexpended prog income (P + Q - R or S or T)			\$0
<b>11. Indirect Rate</b>	Base:		
Type of Rate: Final XX	Amount charged:		
FROM: 10/01/2009 TO: 09/30/2010	Federal share:		
Rate: 81.30%			
<b>12. Remarks</b>			
<b>13. Certification:</b> I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.			
<b>Typed or printed name and title</b> Mary B. Fay Director, Grant Programs		<b>Telephone</b> 713-739-3715	
<b>Signature of Authorized Certifying Official</b>		<b>Date Report Submitted</b> 04/30/12	

