

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**MODIFICATION TO AGREEMENT FOR
 DOWNTOWN HOUSTON TRANSIT OPTIONS STUDY**

THIS MODIFICATION is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Texas A&M Transportation Institute, (hereinafter "TTI"), a State agency.

THAT, WHEREAS, the parties executed and accepted that certain Interlocal Cooperation Contract on June 5, 2012, and as amended on December 18, 2012 (hereinafter the "Agreement"); and

WHEREAS, the parties desire to modify the Agreement to include additional services, increase the budget, and extend the Agreement for an additional period of time.

NOW, THEREFORE, County and TTI do mutually agree as follows:

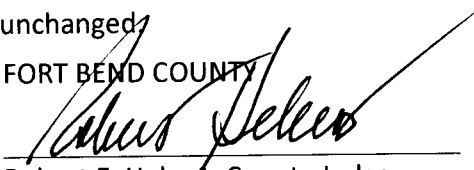
The Scope of Services shall be modified to include the additional services as described in Schedule "A-1".

The fixed price for conducting the additional scope of services shall be \$32,600. Therefore, the total fixed price for the Agreement is increased from \$68,000 to \$100,600.

The term of the Agreement shall be extended through December 31, 2013.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY


 Robert E. Hebert, County Judge

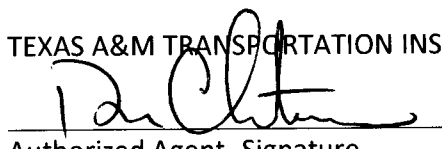
Date

6-25-2013

ATTEST:


 Dianne Wilson, County Clerk

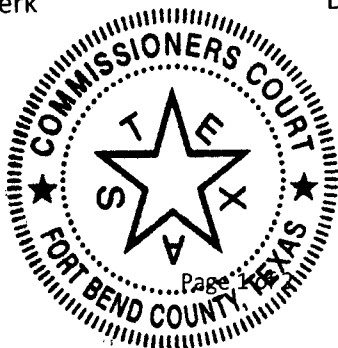
TEXAS A&M TRANSPORTATION INSTITUTE


 Authorized Agent- Signature

Dennis Christiansen
 Authorized Agent- Printed Name


Agency Director
 Title

June 17, 2013
 Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$100,600.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

Additional Scope of Services

Fort Bend Downtown Commute Study - Seamless Regional Transit

Background

TTI has completed the original scope to provide technical assistance and stakeholder facilitation to develop a one-seat ride with a single fare for peak hour service between Fort Bend County and Downtown Houston. The findings of the original scope documents significant demand for commuter service from Fort Bend County to Downtown Houston, and TTI developed four options to deliver the service (short-term and long-term). Each option was found to be financially viable based on funding assumptions documented in the project report. However, since the project began in June 2012, there have been several developments that change the financial position. In particular, federal funding authorization (MAP-21) has changed the eligible use of federal funds for operating for Fort Bend County. METRO funding is also affected by MAP-21 and other local financial and policy considerations. The original scope did not include a task to evaluate the cost of a park & ride facility for the long-term.

Fort Bend County Transit, METRO, Sugar Land, and Central Houston would like to expand the scope of work for the Fort Bend Downtown Commute Study to include additional tasks to determine if there are opportunities to overcome these new challenges and to develop an implementation plan for commuter transit service from Fort Bend to Downtown Houston.

Purpose

TTI will provide technical assistance and stakeholder facilitation for additional tasks to develop commuter service between Fort Bend County and Downtown Houston.

TTI Scope

1. TTI will document the provisions of MAP-21 and how the new federal authorization impacts the options for funding transit in the Houston urbanized area by Fort Bend County and METRO. TTI will prepare a white paper that provides a presentation of the facts and impacts, with a section that specifically addresses commuter service between Fort Bend County and Downtown Houston. The white paper will also document a comparison of the differences in federal reimbursement as it relates to “purchase of service” and “capital cost of contracting” provisions.
2. TTI will document a financial plan for Capital and Operating Costs for a commuter service between Fort Bend County and Downtown Houston to support applications for additional sources of funding, including:
 - a) Identifying sources of funding that are feasible under MAP-21 and/or new sources of funding such as private sector sponsors or local government support (*identified by Others*)
 - b) Researching and evaluating CMAQ funding opportunities and limitations (including a comparison of CMAQ from FHWA or from HGAC Commute Solutions)
 - c) Analyzing lifecycle cost of vehicles and infrastructure (small buses versus over-the-road coaches), including fleet makeup, spare ratio, storage/maintenance facilities (fueling, bays, and lift weight capacity)
 - d) Documenting feasible locations and costs of park & ride (interim location and long-term)
 - i. Expand AMC as interim location (Fort Bend County)
 - ii. Long-term parking solution in Sugar Land, such as festival grounds (Fort Bend County and City of Sugar Land)
 - e) Evaluating Rosenberg Shuttle demand

3. TTI will prepare briefing materials and presentations for stakeholders as appropriate.
4. TTI will provide monthly status reports and facilitate meetings with Fort Bend County Transit, METRO, Sugar Land, and Central Houston to ensure the scope moves forward.
5. TTI will modify the Final Report for Phase I work to document Tasks 1 through 4.

Schedule Assumptions

| <u>Schedule by Task by Month</u> | | Jun | Jul | Aug | Dec | Sep | Oct | Nov | Dec |
|----------------------------------|-------------------------|-----|-----|-----|-----|-----|-----|-----|-----|
| Task 1 | Document MAP-21 | | | | | | | | |
| Task 2 | Document Financial Plan | | | | | | | | |
| Task 3 | Prepare Briefing Papers | | | | | | | | |
| Task 4 | Facilitate Meetings | | | | | | | | |
| Task 5 | Modify Final Report | | | | | | | | |

Additional Budget Detail:

Budget By Task Rounded to \$100

| | | | |
|--------|-------------------------|--------------|----------------|
| Task 1 | Document MAP-21 | 9.2% | \$3,000 |
| Task 2 | Document Financial Plan | 18.5% | \$6,000 |
| Task 3 | Prepare Briefing Papers | 16.9% | \$5,500 |
| Task 4 | Facilitate Meetings | 40.8% | \$13,300 |
| Task 5 | Modify Final Report | <u>14.6%</u> | <u>\$4,800</u> |
| | | 100.0% | \$32,600 |

Budget By Line Item

| | |
|----------------------------|-----------------|
| Labor | \$13,500 |
| Fringe | \$3,000 |
| Travel and Direct Expenses | \$800 |
| Subcontractor | \$4,800 |
| Other Operating Expenses | \$300 |
| Indirect Cost | <u>\$10,200</u> |
| Total | \$32,600 |

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**EXTENSION OF AGREEMENT FOR
DOWNTOWN HOUSTON TRANSIT OPTIONS STUDY**

THIS EXTENSION is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Texas Transportation Institute, (hereinafter "TTI"), a State agency.

THAT, WHEREAS, the parties executed and accepted that certain Interlocal Cooperation Contract on June 5, 2012, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

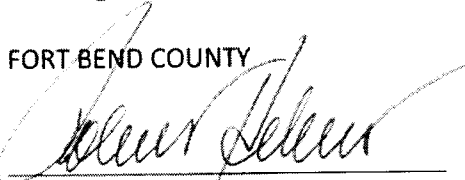
WHEREAS, the parties desire to extend the term of the Agreement for an additional period of time.

NOW, THEREFORE, County and TTI do mutually agree as follows:

The term of the Agreement shall be extended through June 30, 2013.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY



Robert E. Hebert, County Judge

12-18-2012

Date

ATTEST:



Dianne Wilson, County Clerk

TEXAS TRANSPORTATION INSTITUTE



Authorized Agent- Signature

Michele Lacey

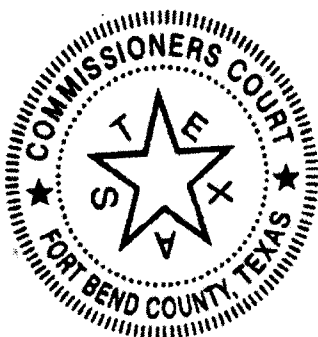
Authorized Agent- Printed Name

Director Contracts and Grants

Title

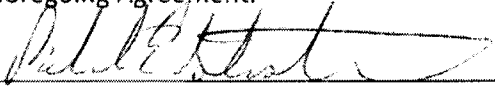
12/18/12

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 68,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS **
THE COUNTY OF BRAZOS **

THIS CONTRACT is entered into by and between a local government and the State agency as shown below, Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act, TEX. GOVT. CODE ANN." § 791.001, et. seq.

I. CONTRACTING PARTIES:

Performing Agency: Texas Transportation Institute
The Texas A&M University System

Receiving Agency: Fort Bend County

II. STATEMENT OF SERVICES TO BE PERFORMED:

See Schedule A

All electronic information transmitted to or housed by TTI is the responsibility of TTI and will be protected in accordance with Texas Administrative Code (TAC) 202 as well as any other applicable state or federal mandate unless additional protection is requested in writing by the sponsor.

III. BASIS FOR CALCULATING COSTS:

Fixed Price
See Schedule B

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: \$68,000.00.
The maximum amount payable under this contract is contingent upon availability of funds.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments shall be billed upon completion of each task. All payments shall be made within 30 days of receipt of an approved invoice by Receiving Agency. Receiving Agency reserves the right to withhold payment pending verification of satisfactory work performed.

Payments received by the Performing Agency shall be credited to its current appropriation items(s) or account(s) from which the expenditures of that character were originally made.

VI. DISPUTES:

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Performing Agency and the Receiving Agency to attempt to resolve any claim for breach of contract made by the

Receiving Agency that cannot be resolved in the ordinary course of business. The Receiving Agency shall submit written notice of a claim of breach of contract under this Chapter to the Executive Associate Director of the Performing Agency, who shall examine Receiving Agency's claim and any counterclaim and negotiate with Receiving Agency in an effort to resolve the claim.

VII. TERM OF CONTRACT:

Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to Receiving Agency. This contract begins when fully executed by both parties and terminates on December 31, 2012.

VIII. OWNERSHIP OF DOCUMENTS:

All documents, data, reports, research, graphic presentation materials, etc., developed by Performing Agency as a part of its work under this Agreement, shall become the property of Receiving Agency upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment for work performed. All such data and material shall be promptly furnished to Receiving Agency on request. Performing Party may retain a set of reproducible archive copies of all documents.

IX. CONFIDENTIAL AND PROPRIETARY INFORMATION:

Performing Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to Receiving Agency. Any and all information of any form obtained by Performing Agency or its employees or agents in the performance of this Agreement shall be deemed to be confidential information of Receiving Agency ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Performing Agency shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Performing Agency) publicly known or is contained in a publicly available document; (b) is furnished by Receiving Agency to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Performing Agency's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (d) is independently developed by employees or agents of Performing Agency who can be shown to have had no access to the Confidential Information; or (e) is disclosed pursuant to a court or administrative subpoena, order, or a request under the Texas Public Information Act.

Performing Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Performing Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Receiving Agency hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Performing Agency shall use its best efforts to assist Receiving Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Performing Agency shall advise Receiving Agency immediately in the event Performing Agency learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Performing Agency will at its expense cooperate with Receiving Agency in seeking injunctive or

other equitable relief in the name of Receiving Agency or Performing Agency against any such person. Performing Agency agrees that, except as directed by Receiving Agency, Performing Agency will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at Receiving Agency's request, Performing Agency will turn over to Receiving Agency all documents, papers, and other matter in Performing Agency's possession which embody Confidential Information. The Performing Party may keep one copy of any confidential information provided for archival purposes.

Performing Agency acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, may give rise to irreparable injury to Receiving Agency that is inadequately compensable in damages. Accordingly, Receiving Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Performing Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of Receiving Agency and are reasonable in scope and content.

Performing Agency in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

X. INDEPENDENT CONTRACTOR:

In the performance of work or services hereunder, Performing Agency shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Performing Agency or, where permitted, of its subcontractors.

Performing Agency and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of Receiving Agency and shall not be entitled to any of the privileges or benefits of Receiving Agency employment.

XI. MODIFICATIONS:

Any modifications to this Agreement must be in writing and must be signed by both parties.

XII. ASSIGNMENT:

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

XIII. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

Receiving Agency and Performing Agency acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Receiving Agency, Performing Agency, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Performing Agency agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed

that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Performing Agency acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Performing Agency certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Performing Agency further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Performing Agency to the extent the Federal Government deems appropriate.

Performing Agency also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Performing Agency, to the extent the Federal Government deems appropriate.

Performing Agency agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

XV. ACCESS TO RECORDS AND REPORTS:

Performing Agency agrees to provide Receiving Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Performing Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Performing Agency also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Performing Agency's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Performing Agency agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Performing Agency agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Performing Agency agrees to maintain same until Receiving Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

XVI. FEDERAL CHANGES:

Performing Agency shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Receiving Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Performing Agency's failure to so comply shall constitute a material breach of this contract.

XVII. CIVIL RIGHTS REQUIREMENTS:

The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Performing Agency agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Performing Agency agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Performing Agency agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Performing Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Performing Agency agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Performing Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Performing Agency agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Performing Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Performing Agency agrees to comply with any implementing requirements FTA may issue.

Performing Agency also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

XVIII. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Performing Agency shall not perform any act, fail to perform any act, or refuse to comply with any Receiving Agency requests which would cause Receiving Agency to be in violation of the FTA terms and conditions.

XIX. ENERGY CONSERVATION REQUIREMENTS:

Performing Agency agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

XX. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT):

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Performing Agency is required to verify that none of Performing Agency, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Performing Agency is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing this Agreement, Performing Agency certifies as follows:

The certification in this clause is a material representation of fact relied upon by Receiving Agency. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Receiving Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXI. DISADVANTAGED BUSINESS ENTERPRISES (DBE):

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 7% has been established for this procurement.

Performing Agency shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Performing Agency shall carry out applicable requirements of 49 CFR

Part 26 in the award and administration of this DOT-assisted contract. Failure by Performing Agency to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Receiving Agency deems appropriate. Each subcontract Performing Agency signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Performing Agency is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Performing Agency's receipt of payment for that work from Receiving Agency. In addition, Performing Agency is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

Performing Agency must promptly notify Receiving Agency whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Performing Agency may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of Receiving Agency.

XXII. RIGHTS IN DATA:

The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Receiving Agency or Performing Agency may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Receiving Agency or Performing Agency authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal

Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Receiving Agency or Performing Agency using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Receiving Agency and the Performing Agency performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Receiving Agency or Performing Agency's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Receiving Agency and the Performing Agency agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Receiving Agency or Performing Agency of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Receiving Agency nor the Performing Agency shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Receiving Agency or Performing Agency and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Receiving Agency or Performing Agency identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Performing Agency agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Performing Agency's status (i.e., a large business, small business, state government or state

instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Receiving Agency and the Performing Agency agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Performing Agency also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

XXIII. PATENT RIGHTS:

The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Receiving Agency and Performing Agency agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Performing Agency's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Receiving Agency and the Performing Agency agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Performing Agency also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

XXIV. THE AGREEING PARTIES certify that:

1. The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government.
2. The proposed arrangements serve the interest of efficient and economical administration of the State Government.
3. The services or resources agreed upon are not required by Article XVI, Section 21 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to request for the above services by authority granted in TEX. GOVT. CODE ANN. § 791.

PERFORMING AGENCY further certifies that it has the authority to perform the services agreed upon above by authority granted in Chapter 85, Texas Education Code.

The undersigned parties bind themselves to the faithful performance of this contract.

PERFORMING AGENCY

Texas Transportation Institute

Michelle Haley
Authorized Signature

for Dennis L. Christiansen, PhD, P.E.
Agency Director
Title

3/9/12
Date

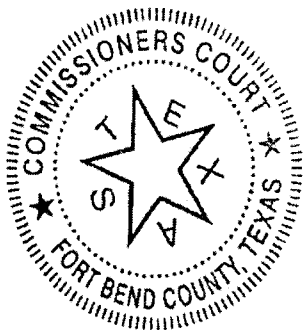
RECEIVING AGENCY

Fort Bend County

Robert E. Hebert
Authorized Signature

Robert E. Hebert
County Judge
Title

Date



ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant
Robert Edward Sturdivant, County Auditor

SCOPE OF SERVICES

Fort Bend Downtown Commute Study - Seamless Regional Transit

Background

Fort Bend County Transit, METRO, and Central Houston are working on developing a one-seat, seamless-fare ride for commuters from Fort Bend County to Downtown Houston. Stakeholders would like to identify the ways and means, barriers, obstacles and resources for seamless transit service.

Purpose

TTI will provide technical assistance and stakeholder facilitation to develop a one-seat ride with a single fare for peak hour service between Fort Bend County and Downtown Houston.

TTI Scope

1. TTI will conduct an industry documenting state of practice for transit provider collaboration for seamless transit service across jurisdictional boundaries and involve large urban, small urban and rural transit providers.
2. TTI will conduct case study research using websites and telephone calls to document transit systems that operate complex regional transit services involving multiple transit providers. The selection of case studies will be based in part of findings for Task 1 but will likely include but not be limited to:
 - Dallas/Fort Worth/Denton County
 - Seattle/Puget Sound
 - San Diego
 - Phoenix/Tempe/Mesa
 - Atlanta
 - Washington, D.C./Northern Virginia/Maryland
 - *Chicago (tentative)*

TTI will address at least the following in Task 1 and Task 2

- 1) Service Development
 - i. Extension of existing routes
 - ii. Development of stand-alone routes
 - iii. Development of signature service
- 2) Service Design and Schedule Coordination
 - i. Route alignments and stops, level of service (span, frequency), fares
 - ii. Shared stops, passenger facilities, transfer locations
 - iii. Reverse commute
 - iv. Service for people with disabilities
- 3) Service Implementation
 - i. Performance standards and performance evaluation
 - ii. Vehicle/Service integration
 - iii. Cost allocation methodologies
 - iv. Fare Integration, allocation fare revenues
 - v. Revenue sharing (federal, state, local fund sources)
- 4) Federal Funding
- 5) Interlocal Agreements
- 6) Marketing and Branding; Promotion and Public Information

SCHEDULE A

3. TTI will develop a comparison of three alternative options for peak hour service between Fort Bend County and Downtown Houston. Working with METRO and Fort Bend County, TTI will identify the service design and schedule for each option and then document the advantages and disadvantages of the options in the context of the findings for Tasks 1-2
 - Extension of METRO Route 262
 - Development of a new METRO route
 - Development of a new Fort Bend County route

The comparison of alternative options will include comparison of route alignments, stops, schedules, target markets, operating costs and required capital costs (if any). TTI will estimate ridership in order to determine required revenue hours and miles, and vehicles. TTI will use the appropriate transit agency cost structure to calculate operating costs and funding (federal, state and local) strategies. TTI will develop a spreadsheet tool that will permit flexibility to change basic assumptions and then iterate the analysis.

4. TTI will document Tasks 1-3 in a narrative report. The document will include
 - Summary of literature
 - Case studies
 - Comparative tables and illustrations
 - Lessons learned
 - Best practices
 - Comparison of three options for peak hour service
 - Recommendations (expand after discussion)
 - Implementation schedule (document after discussion)
5. TTI will be available to meet with stakeholders to present study findings
 - Preliminary findings
 - Summary case studies
 - Comparison of options for service between Fort Bend County and Downtown Houston
 - Final to present lessons learned and best practices

Timeline:

| Tasks | % Budget | Apr | May | Jun | Jul | Aug | Sep |
|-----------------------------------|-------------|-----|-----|-----|-----|-----|-----|
| Task 1 Literature Review | 10% | | | | | | |
| Task 2 Case Study Research | 39% | | | | | | |
| Task 3 Comparison Service Options | 13% | | | | | | |
| Task 4 Documentation | 23% | | | | | | |
| Task 5 Meetings with Committee | 15% | | ◆ | | ◆ | | ◆ |
| 100% | | | | | | | |

SCHEDULE B**Payment Schedule**

| Task | Deliverable | Task Totals |
|---|--|-------------------------|
| Task 1 – Literature Review | <i>Technical Memorandum documenting the completion of the literature review as described in Schedule A.</i> | \$9,000 |
| Task 2 – Case Study Research | <i>Technical Memorandum documenting the completion of the case study research as described in Schedule A.</i> | \$29,000 |
| Task 3 – Comparison of Service Options | <i>Technical Memorandum documenting the completion of the comparison of service options as described in Schedule A.</i> | \$11,000 |
| Task 4 – Documentation | <i>Narrative Report documenting the findings from Tasks 1-3 as described in Schedule A.</i> | \$19,000 |
| Task 5 – Meetings with Committee | <i>Technical Memorandum summarizing the activities of this task to include presentation of lessons learned and best practices.</i> | Included in Tasks Above |
| TOTAL ALL TASKS | | \$68,000 |