

PGA: Federal §5339 - Bus and Bus Facilities Program (Rural) & Federal §5311 - Formula Grants for Rural Areas  
SUBRECIPIENT: Fort Bend County  
FAIN: TX-2020-129  
CFDA #: 20.526, 20.509  
TXDOT PROJECT #: DIS 2102 (12) 129\_20  
PROJECT ID #: 51003F21221  
MASTER GRANT AGREEMENT #: MGA-2017-2021-FT BEND-058  
FEDERAL TRANSIT ADMINISTRATION  
NOT RESEARCH AND DEVELOPMENT

**STATE OF TEXAS** §  
**COUNTY OF TRAVIS** §

**RURAL BUS AND BUS FACILITIES PROGRAM AND RURAL AREA FEDERAL FORMULA PROGRAM  
FISCAL YEAR 2021**

**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 "Subrecipient".

**WITNESSETH**

**WHEREAS**, 49 U. S. Code, Section 5339 provides that eligible recipients may receive federal funds through the Bus and Bus Facilities Public Transportation Grant Program, a federal assistance program administered by the Federal Transit Administration to provide capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities; and

**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**, the project will be funded using either Section 5311 funds, Section 5339 funds, or a combination of the two for reimbursement. The selected funding source(s) will be detailed in the project description; and

**WHEREAS**, Texas 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 U.S. Secretary of Transportation approved the State's request for funding; and

**WHEREAS**, the Governor of the State of Texas has designated the Texas Department of Transportation to receive federal funds under the Section 5339 grant program and Section 5311 grant program; and

**WHEREAS**, the Subrecipient submitted a Fiscal Year 2021 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 115685; and,

**WHEREAS**, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

**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;

**NOW THEREFORE**, the State and Subrecipient agree as follows:

## **AGREEMENT**

### **ARTICLE 1. GRANT TIME PERIOD**

This PGA becomes effective when fully executed by both parties or on 09/01/2020, whichever is later. This PGA shall remain in effect until 09/30/2022, 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 Grant Application (if applicable) and Certification and Assurances 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 Subrecipient shall complete the public transportation project described in the Grant Application, 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. This PGA also incorporates the Department of Labor Employee Protections letter as well as all of the provisions identified in said letter. The Subrecipient 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 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 items 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 maximum amount payable under this PGA without modification is \$653,931 and 130,786 Transportation Development Credits, provided that expenditures are made in accordance with the

amounts and for the purposes authorized in the Grant Application , the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

**ARTICLE 4. AMENDMENTS**

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this 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.

**ARTICLE 7. ACCESS TO INFORMATION**

The Subrecipient is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

**THIS AGREEMENT IS EXECUTED** by the State and the Subrecipient.

**THE SUBRECIPIENT**

KP George  
\_\_\_\_\_

Signature

County Judge  
\_\_\_\_\_

Title

Sep 1 2020 5:13PM  
\_\_\_\_\_

Date

**THE STATE OF TEXAS**

Paula Haley-Polk  
\_\_\_\_\_

Signature

Public Transportation Coordinator  
\_\_\_\_\_

Title

Sep 2 2020 9:17AM  
\_\_\_\_\_

Date

**List of Attachments**

A – Approved Project Description

B – Project Budget

**ATTACHMENT A**  
**APPROVED PROJECT DESCRIPTION**

The funds will be used to replace 6 rural transit vehicles that have exceeded their useful life benchmarks. Replacement vehicles will be purchased that meet the service area's community and agency needs. The vehicles designated for disposal are:

	License #	Vin #
1	1102858	2C4RDGBG8CR369682
2	1185937	1FVACXDT2BHAW7851
3	1185926	1GB6G5BL4E1182141
4	1252915	1GB6G5BL6E1170153
5	1150582	1GB6G5BL9F1121188
6	1102851	1FVACXDT3BHAW7857

Project is funded using \$647,290 of 5339 Discretionary Funds and \$6,641 of 5311 Flex Funds.

Transit provider shall comply with Article 12: Project Records and Reports and Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement and TAC 9.136, Suspension or Termination for Cause: On termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department (TxDOT).

TxDOT's Public Transportation Division's (PTN) sets a Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by grantees. The proposed overall goal for fiscal years 2021 - 2023 is 3.1 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE businesses in purchasing and contracting opportunities, and are encouraged to utilize DBE business whenever practicable. The full definition of DBE program requirements is found in Article 23 of the Master Grant Agreement.

**ATTACHMENT B  
PROJECT BUDGET**

#	Description	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Replace - Bus Commuter/Suburban - 11.12.07	Diesel Fuel	4	\$455,466				\$455,466	X	80/20	91,093
2	Replace - Bus <30' - 11.12.04	Gasoline	2	\$191,824				\$191,824	X	80/20	38,365
3	Acquisition - Miscellaneous Equipment - 11.42.20		0	\$1,866				\$1,866	X	80/20	373
4	Replace - Bus Commuter/Suburban - 11.12.07	Diesel Fuel		\$4,775				\$4,775	X	80/20	955
<b>Totals:</b>				\$653,931	\$0	\$0	\$0	\$653,931			130,786