

PGA: PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT  
SUBRECIPIENT: Fort Bend County  
FAIN: TX-2020-072  
CFDA #: 20.509  
TXDOT PROJECT #: CAF 2101 (15) 072\_20  
PROJECT ID #: 51018051121  
MASTER GRANT AGREEMENT #: MGA-2017-2021-FT BEND-058  
FEDERAL TRANSIT ADMINISTRATION  
NOT RESEARCH AND DEVELOPMENT

**STATE OF TEXAS** **§**

**COUNTY OF TRAVIS**

**PUBLIC TRANSPORTATION  
PROJECT GRANT AGREEMENT  
AMENDMENT # 4**

**THIS AMENDMENT** 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**, the State and the Subrecipient executed a project grant agreement on Mar 11 2021 11:08AM; and,

**WHEREAS**, it has become necessary to amend that project grant agreement;

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

## AGREEMENT

## 1. Description of Amended Items

This amendment revises the project budget by transferring \$20,295 to Third Party Contract Capital Cost of Contracting ALI 11.71.12.

This amendment also extends the end date shown in ARTICLE 1. GRANT TIME PERIOD of the grant agreement to April 30, 2023.

Attachment B, Project Budget, hereto attached, shall replace the Project Budget page in said agreement.

All other provisions of the original project grant agreement not amended are unchanged and remain in full force and effect. This amendment becomes effective on the later date of full execution by both parties.

## **2. Incorporation of Master Grant Agreement (MGA) Provisions**

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

## **3. Signatory Warranty**

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

**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 01/01/2021. This PGA shall remain in effect until 04/30/2023, 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.

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

**THE SUBRECIPIENT**

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Signature

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Title

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Date

**THE STATE OF TEXAS**

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Signature

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Public Transportation Coordinator

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Title

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Date

**List of Attachments**

A – Approved Project Description

B – Project Budget

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

As presented in Fort Bend County's FY21 Grant Application, Fort Bend County will provide public transportation throughout the rural transit district service area. Fort Bend County will provide demand response service and deviated fixed route service in the rural areas of Fort Bend County and will provide commuter service for rural residents of Fort Bend County.

Funding for this 5311 CARES Act project will enable the transit provider to continue operating established transit routes and to add new services to aid communities during the COVID-19 pandemic. Funding will also allow transit provider to implement programs and services to create an environment of resilience for passengers, employees, and communities in rural areas of the state of Texas. Some services such as meal delivery and other critical services may be provided during this time. This project also provides for extra maintenance of transit buses including sanitizing, modifications for social distancing, and driver and other staff personal protective devices. Benefits of the CARES Act funding include the provisions of salaries for staff on administrative leave, local agency administration, and continued connections for travelers between rural areas. CARES Act funding for this project is for all eligible expenses incurred during the contract period, and is eligible for 100% federal reimbursement. The contract period begins on the date established in Article 1, regardless of a later execution date.

Subrecipient shall comply with Article 13: Project Records and Reports 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. This PGA may be suspended or terminated for cause, mutual agreement, or convenience. Upon termination for convenience, the PGA may be cancelled without penalty by either party by providing thirty (30) days written notice to the other party. TxDOT will reimburse the subrecipient for eligible expenses up to the date specified in the notice of cancellation. Upon termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department.

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.

**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              | Third Party Contract Capital Cost of Contracting - 11.71.12 |           |            | \$183,976    |             |             |               | \$183,976   |     |             | 0          |
| 2              | Acquisition - Acquisitioned Software - 11.42.08             |           |            | \$4,651      |             |             |               | \$4,651     |     |             | 0          |
| 3              | Acquisition - Acquisitioned Hardware - 11.42.07             |           |            | \$1,573      |             |             |               | \$1,573     |     |             | 0          |
| 4              | Project Administration - 11.79.00                           |           |            | \$110,550    |             |             |               | \$110,550   |     |             | 0          |
| 5              | Acquisition - Miscellaneous Equipment - 11.42.20            |           |            | \$7,961      |             |             |               | \$7,961     |     |             | 0          |
| 6              | EMER RELIEF - OPERATING 100% - 30.09.08                     |           |            | \$786,128    |             |             |               | \$786,128   |     |             | 0          |
| 7              | Preventive Maintenance - 11.7A.00                           |           |            | \$0          |             |             |               | \$0         |     |             | 0          |
| 8              | Acquisition - Surveillance/Security - 11.42.09              |           |            | \$0          |             |             |               | \$0         |     |             | 0          |
| <b>Totals:</b> |                                                             |           |            | \$1,094,839  | \$0         | \$0         | \$0           | \$1,094,839 |     |             | 0          |