

PGA: PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT
SUBRECIPIENT: Fort Bend County
FAIN: N/A
CFDA #:
TXDOT PROJECT #: RUR 2302 (11)
PROJECT ID #: 51218021123
MASTER GRANT AGREEMENT #: MGA-2022-2026-FT BEND-031
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS **§**

COUNTY OF TRAVIS

**PUBLIC TRANSPORTATION
PROJECT GRANT AGREEMENT
AMENDMENT # 1**

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 Aug 12 2022 8:35AM; and,

WHEREAS, an unused balance in funds remains in the transit provider's FY 2022 Project Grant Agreement and, Project ID 51218021122 and,

WHEREAS, the agency would like to transfer funds to the transit provider's FY 2023 Project Grant Agreement 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 maximum amount payable to include the residual funds of \$333,994 from the Transit Provider's Fiscal Year 2022 project grant agreement for State funds. The revised maximum amount payable without modification under ARTICLE 3. COMPENSATION is \$667,988.

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

This amendment also extends the end date shown in ARTICLE 1. GRANT TIME PERIOD of the grant agreement to August 31, 2024.

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.

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

THE SUBRECIPIENT

Signature

Title

Date

THE STATE OF TEXAS

Signature

Public Transportation Coordinator

Title

Date

List of Attachments

A – Approved Project Description
B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

As presented in Fort Bend County's FY23 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 commuter service for rural residents of Fort Bend County.

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).

**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			\$61,156				\$61,156			0
2	Acquisition - Acquisitioned Software - 11.42.08			\$25,170				\$25,170			0
3	Acquisition - Miscellaneous Equipment - 11.42.20			\$23,058				\$23,058			0
4	Project Administration - 11.79.00			\$114,332				\$114,332			0
5	Operating - 30.09.01			\$426,272				\$426,272			0
6	Acquisition - Surveillance/Security - 11.42.09			\$18,000				\$18,000			0
Totals:				\$667,988	\$0	\$0	\$0	\$667,988			0