

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 2302 (11) 129_20
PROJECT ID #: 51003F21123
MASTER GRANT AGREEMENT #: MGA-2022-2026-FT BEND-031
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 2023**

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 2023 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;

WHEREAS, due to delivery delays and the PGA expiration date approaching, it was necessary to re-write 5339-D-2020-FT BEND-00007 using 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 05/16/2023, whichever is later. This PGA shall remain in effect until 03/31/2024, 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 \$203,602 and 40,720

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

May 19 2023 2:41PM

Date

THE STATE OF TEXAS

Paula Haley-Polk

Signature

Public Transportation Coordinator

Title

May 22 2023 7:27AM

Date

List of Attachments

A – Approved Project Description

B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

The funds will be used to replace 2 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	125-2914	1GB6G5BLXF1120731
2	125-2916	1GB6G5BL6F1120919

Project is funded using \$196,961 of 5339 Discretionary Funds and \$6,641 of 5311 Flex Funds.

The funds shall be used for rural area transit capital projects in the subrecipient's service area that may replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including but not limited to technological changes or innovations to modify low or no emission vehicles or facilities.

Transit provider 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 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 24 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 - Van - 11.12.15	Gasoline	2	\$196,961				\$196,961	X	80/20	39,392
2	Acquisition - Miscellaneous Equipment - 11.42.20			\$6,641				\$6,641	X	80/20	1,328
Totals:				\$203,602	\$0	\$0	\$0	\$203,602			40,720