

PGA: Service Expansion Program (State) 2024  
SUBRECIPIENT: Fort Bend County  
SUBRECIPIENT UEI: MJG8N8EPN2L3  
FAIN: N/A  
FEDERAL AWARD DATE:  
CFDA #:  
TXDOT PROJECT #: SEP 2402 (11)  
PROJECT ID #: 51418021124  
MASTER GRANT AGREEMENT #: MGA-2022-2026-FT BEND-031  
NOT RESEARCH AND DEVELOPMENT

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

**Service Expansion Program (State) 2024  
FISCAL YEAR 2024  
PROJECT GRANT AGREEMENT**

**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**, 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 Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

**WHEREAS**, the Subrecipient submitted a Fiscal Year 2024 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116577; 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 07/01/2024, whichever is later. This PGA shall remain in effect until 11/30/2024, 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. 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 \$33,770 and 0 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 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 the Project Profile included in the General Project Evaluation form of the agency's application, this project grant agreement provides funds for the following service(s) relevant to the Service Expansion Program (SEP):

**Project 1:**

The Fort Bend County (FBC) Service Expansion Grant Project will improve and expand the current demand response service available to the Needville, Texas area. This will be accomplished by providing additional service capacity through more vehicle operator hours along with developing a zone that will more efficiently combine trips for these passengers. This new zone is specifically designed to connect rural residents to vital destination areas in Richmond and Rosenberg, Texas. Four days a week: 6:00 AM-10:00 AM and 2:00 PM-6:00 PM.

Continued receipt of SEP funding is contingent upon demonstration of satisfactory performance based on the agencies established targets, presented below:

**Project 1:**

**Project Key Performance Indicators (KPIs) and Metrics:**

Vehicle Revenue Hours: 1,176

One Way Trips: 700

One Way Trips/Hour: 1

Cost per Hour (Overall): \$115

Denials of trip requests /Hour: <5% of total requests

**Performance Targets – Ridership and Productivity:** FBC is proposing to increase current ridership in the area by 25% and up to 50% over time.

State funds will comprise no more than 60% of total project cost. Other non-state funds which can include Federal or Local funding must be used for remaining project costs.

Projects are expected to last 24 months with required monthly performance reports submitted to TxDOT for evaluation. TxDOT will evaluate performance at periodic intervals to track progress toward performance goals and continued receipt of SEP funds.

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 Divisions (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 2024 - 2026 is 4.15 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include 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	Operating - 30.09.01			\$33,770				\$33,770			0
<b>Totals:</b>				\$33,770	\$0	\$0	\$0	\$33,770			0