

PGA: FEDERAL SECTION 5310-ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES
TRANSIT PROVIDER: Fort Bend County
FTA GRANT NO: TX-16-X006-00
CFDA #: 20.513
TXDOT PROJECT #: ED 1102 (12) 06
PROJECT GRANT AGREEMENT #: 51112F7249
MASTER GRANT AGREEMENT #: 517XXF7019

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**FEDERAL SECTION 5310 ELDERLY INDIVIDUALS AND
INDIVIDUALS WITH DISABILITIES
FISCAL YEAR 11
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 "Transit Provider."

W I T N E S S E T H

WHEREAS, 49 U.S.C. Section 5310, authorizes the U.S. Secretary of Transportation to make grants to state governments to help them provide mass transportation service planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities; and,

WHEREAS, Transportation Code, Chapter 455, authorizes the State to assist the Transit Provider 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 TxDOT's request; and,

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Section 5310 grant program; and

WHEREAS, the Transit Provider submitted a GA Part I for federal financial assistance to be used to provide transportation services to elderly individuals and individuals with disabilities, and the Texas Transportation Commission approved the application by Minute Order Number **112594**; and,

WHEREAS, the Transit Provider must execute a GA Part I and a Fiscal Year 11 Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and/or federal grants.

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the State and the Transit Provider hereto agree as follows:

Fort Bend County

Project Grant Agreement #: 51112F7249

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **4/12/2011**, whichever is later. This PGA shall remain in effect until **8/31/2012**, 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 Transit Provider has submitted the GA Part I and the GA Part II (federal funds only) 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

The Transit Provider shall commence, carry out and complete the public transportation project described in the GA Part I and/or the attached Attachment A - Approved Project Description and Project Budget (Attachment A), with all practicable dispatch, in a sound, economical and efficient manner.

The Transit Provider shall carryout the public transportation project described in the GA Part I and the Attachment A in accordance with all of the documents associated with the MGA, and with all applicable federal and state laws and/or regulations.

If applicable, the Transit Provider 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 item(s) referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider 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 Transit Provider 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 **\$50,000** provided and **0.00 TDC** that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B - Master Budget Page.

The original and one copy of the invoice is to be submitted to the following address:

**Texas Department of Transportation
Attn: Travis Madison
Public Transportation Coordinator
P.O. Box 1386
Houston, Texas 77251-1386**

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized herein shall be enacted by written amendment approved by the parties hereto before additional work may be performed or additional costs incurred. Any amendment so approved must be executed by both parties within the grant period specified in Article 1, Grant Period.

ARTICLE 5. STATE AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 6. NEPOTISM DISCLOSURE

A. In this section the term "relative" means:

- (1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
- (2) the grandparent, parent, sibling, child, or grandchild of the person's spouse.

B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services Section, General Services Division, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the Transit Provider's entity name, the name of the person who submitted the notification, the contract number, the district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Transit Provider employee, the expected role of the Transit Provider employee on the project, the name of the TxDOT employee who is a relative of the Transit Provider employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.

C. By executing this contract, the Transit Provider is certifying that the Transit Provider does not have any knowledge that any of its employees or any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Transit Provider has notified TxDOT of each instance as required by subsection (b).

D. If the Transit Provider learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, the Transit Provider shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

E. If the Transit Provider violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

ARTICLE 7. CHILD SUPPORT STATEMENT

Under Section 231.006, Texas Family Code, the Transit Provider certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Transit Provider is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments. This article supersedes Article 31 of the Master Grant Agreement.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The Transit Provider binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Transit Provider shall not sign, sublet or transfer their interest in this agreement without the written consent of the State.

ARTICLE 9. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 10. PRIOR AGREEMENTS

This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

ARTICLE 11. INCORPORATION OF PROVISIONS.

Attachments are attached hereto and incorporated into this contract as if fully set forth herein.

ARTICLE 12. SINGLE AUDIT REPORT

- A.** The Transit Provider is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.
- B.** If threshold expenditures of \$500,000 or more are met during the Transit Provider's fiscal year ending, the Transit Provider must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm
- C.** If expenditures are less than \$500,000 during the Transit Provider's fiscal year ending, the Transit Provider must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

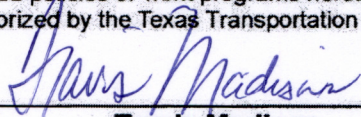
ARTICLE 13. SIGNATORY WARRANTY

The undersigned signatory for the Transit Provider hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this agreement and that he or she has full and complete authority to enter into this agreement on behalf of the organization.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE STATE OF TEXAS

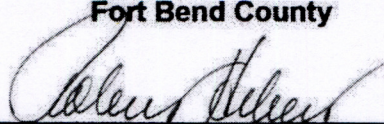
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:

Travis Madison
Houston district

Date:

5/16/11

Fort Bend County**By:**

Signature of Authorized Officer

Robert Hebert

Typed, Printed or Stamped Name

Title:

County Judge

Date:

May 3, 2011

List of Attachments

A - Approved Project Description

B - Master Budget Page

ATTACHMENT A **APPROVED PROJECT DESCRIPTION**

The application for State and Federal assistance, as submitted to the State, is hereby incorporated into this agreement as the project description.

Subrecipient: Fort Bend County

TXDOT PROJECT #: ED 1102 (12) 06

PROJECT GRANT AGREEMENT#: 51112F7249

Description	ALI Code	No. Units	Total	Federal	Local Match	TDC
POS	11.71.13	1	62,500	50,000	12,500	0.00
Total			62,500	50,000	12,500	0.00

ATTACHMENT B
MASTER BUDGET PAGE

[Insert Budget Page]


Public Transportation Budget-Attachment B



Revised 4/2010 GD

Select Fiscal Year-->

FY 2011

Legend		\$5310					
Totals		Federal	State	Local	TDC	Total	
DropDowns	 Texas Department of Transportation						
Locked Cell							
Data Entry							
Title Cells							
Comments							
		\$5310				Total	
Description	ALI	Quantity & Fuel Type	Total of All Programs	Federal	State	Local	TDC
Build Park & Ride Lot	11.33.04		358,384				
Replace - Bus <30'	11.12.04		379,685				
Replace - Van	11.12.15		123,000				
Expand- Van	11.13.15		41,000				
Preventive Maintenance	11.7A.00						
Purchase of Service	11.7I.13		97,311				
Preventive Maintenance-5310	11.7A.00			-	-	-	-
Only	11.7I.13		75,000	62,500	-	12,500	-
All Other 5310 Capital				-	-	-	-
Capital Subtotal			1,074,380	62,500		12,500	75,000

		Federal	State	Local	TDC	Total
Administration Costs -11.79.00	47,643					
Planning Costs-44.2X.XX						
Total Admin/Planning Costs	47,643					

		Federal	State	Local	TDC	Total
Gross Operating	-30,09.00	151,913				
Farebox Revenue		6,196				
Net Operating		145,717				

Total Transit Budget	Total	\$5310				Total
		Federal	State	Local	TDC	
Total Transit Budget	1,267,740	52,500	-	12,500	-	75,000

[illegible]