

PGA: SECTION 5311 FEDERAL- RURAL PUBLIC TRANSPORTATION (RPT)  
 SUBRECIPIENT: Fort Bend County  
 FAIN: TX-2016-013  
 CFDA #: 20.509  
 TXDOT PROJECT #: RPT 1603 (11) 013  
 PROJECT ID #: 51018031116  
 MASTER GRANT AGREEMENT #: MGA-2017-2021-FT BEND-058  
 FEDERAL TRANSIT ADMINISTRATION  
 NOT RESEARCH AND DEVELOPMENT

**STATE OF TEXAS                    §**

**COUNTY OF TRAVIS                §**

**RURAL AREA FEDERAL FORMULA PROGRAM  
 FISCAL YEAR 2016  
 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".

**WITNESSETH**

**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**, Texas 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 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 5311 grant program; and

**WHEREAS**, the Transit Provider submitted a Fiscal Year 2016 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 114557; and,

**WHEREAS**, the Transit Provider 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 Transit Provider 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 Transit Provider agree as follows:

## **AGREEMENT**

### **ARTICLE 1. GRANT TIME PERIOD**

This PGA becomes effective when fully executed by both parties or on 09/28/2016, whichever is later. This PGA shall remain in effect until 08/31/2017, 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 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 Transit Provider 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 Transit Provider 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 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 items 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 \$271,320 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 Transit Provider 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 Transit Provider in duplicate.

**THE TRANSIT PROVIDER**

Robert Hebert

\_\_\_\_\_  
Signature

County Judge

\_\_\_\_\_  
Title

10/12/2016

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

Sharon Lewis

\_\_\_\_\_  
Signature

Public Transportation Coordinator

\_\_\_\_\_  
Title

10/24/2016

\_\_\_\_\_  
Date

**List of Attachments**

A – Approved Project Description

B – Project Budget

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

As presented in Fort Bend County's FY16 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.

**ATTACHMENT B  
PROJECT BUDGET**

#	Description	Fuel Type	Cost/ Unit	# of Units	Total Cost	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		\$1	98685	\$98,685	\$78,948	\$19,737			\$98,685			0
2	Project Administration - 11.79.00		\$1	77115	\$77,115	\$61,692	\$15,423			\$77,115			0
3	Operating - 30.09.01		\$1	223384	\$223,384	\$111,692	\$111,692			\$223,384			0
4	Project Administration - 11.79.00		\$1	23735	\$23,735	\$18,988	\$4,747			\$23,735			0
<b>Totals:</b>					\$422,919	\$271,320	\$151,599	\$0	\$0	\$422,919			0