

PGA: PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT  
 SUBRECIPIENT: Fort Bend County  
 FAIN: TX-2017-032  
 CFDA #: 20.509  
 TXDOT PROJECT #: RPT 1702 (11) 032\_17  
 PROJECT ID #: 51018021117  
 MASTER GRANT AGREEMENT #: MGA-2017-2021-FT BEND-058  
 FEDERAL TRANSIT ADMINISTRATION  
 NOT RESEARCH AND DEVELOPMENT

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

**PUBLIC TRANSPORTATION  
 PROJECT GRANT AGREEMENT  
 AMENDMENT # 2**

**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 Jun 30 2017 9:18AM; 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 project budget by transferring \$152,915 from Replace - Bus 30' ALI 11.12.03 to Replace – Bus Commuter/Suburban ALI 11.12.07, \$462,085 from Replace - Bus 30' ALI 11.12.03 to Replace – Bus <30' ALI 11.12.04, \$1,500 from Replace – Acquired Hardware ALI 11.42.07 to Acquisition - Miscellaneous Equipment ALI 11.42.20, and \$2,000 from Replace – Acquired Hardware ALI 11.42.07 to Acquisition Miscellaneous ALI 11.32.20. Attachment B, Project Budget, hereto attached, shall replace the Project Budget page in said agreement. Attachment B, Project Budget, hereto attached, shall replace the Project Budget page in said agreement.

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**

Robert Hebert  
\_\_\_\_\_

Signature

County Judge  
\_\_\_\_\_

Title

Feb 28 2018 10:37AM  
\_\_\_\_\_

Date

**THE STATE OF TEXAS**

Sharon Lewis  
\_\_\_\_\_

Signature

Public Transportation Coordinator  
\_\_\_\_\_

Title

Mar 1 2018 7:16AM  
\_\_\_\_\_

Date

**List of Attachments**

A – Approved Project Description

B – Project Budget

**2. Incorporation of Master Grant Agreement (MGA) Provisions**

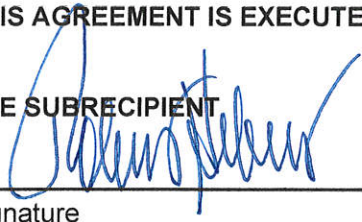
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**THE SUBRECIPIENT**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Title

2-27-2018

\_\_\_\_\_  
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 FY17 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.

Transit provider shall comply with Article 12: 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 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).

TxDOT's Public Transportation Division's (PTN) Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal for fiscal years 2015 - 2017 is 3.33 percent of funds expended by grantees. 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 23 of the Master Grant Agreement.

**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	138045	\$138,045	\$110,436	\$27,609			\$138,045			0
2	Project Administration - 11.79.00		\$1	109840	\$109,840	\$87,872	\$21,968			\$109,840			0
3	Operating - 30.09.01		\$1	276462	\$276,462	\$138,231	\$138,231			\$276,462			0
4	Acquisition - Acquisitioned Hardware - 11.42.07		\$1	1850	\$1,850	\$1,480	\$370			\$1,850			0
5	Acquisition - Acquisitioned Software - 11.42.08		\$1	2800	\$2,800	\$2,240	\$560			\$2,800			0
6	Replace - Bus Commuter/Suburban - 11.12.07	Diesel Fuel	\$1	152915	\$152,915	\$152,915				\$152,915	X	80/20	30,583
7	Replace - Bus <30' - 11.12.04	Diesel Fuel	\$5	92417	\$462,085	\$462,085				\$462,085	X	80/20	92,417
8	Acquisition - Miscellaneous Equipment - 11.42.20		\$1	1500	\$1,500	\$1,200	\$300			\$1,500			0
9	Acquisition - Miscellaneous - 11.32.20		\$1	2000	\$2,000	\$1,600	\$400			\$2,000			0
<b>Totals:</b>					\$1,147,497	\$958,059	\$189,438	\$0	\$0	\$1,147,497			123,000