

PGA: PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT
 SUBRECIPIENT: Fort Bend County
 FAIN: TX-2020-072
 CFDA #: 20.509
 TXDOT PROJECT #: CAF 2002 (11) 072_20
 PROJECT ID #: 51018021120
 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 # 1**

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 25 2020 7:27AM; 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 adding Acquisition - Miscellaneous Equipment ALI 11.42.20 to the project grant agreement.

This amendment further revises the project budget by transferring \$8,077 from EMER RELIEF - OPERATING 100% ALI 30.09.08 to Acquisition - Miscellaneous Equipment ALI 11.42.20, \$4,748 from Acquisition - Equipment ALI 11.42.06 to Acquisition - Miscellaneous Equipment ALI 11.42.20, \$11,027 from Acquisition - Equipment ALI 11.42.00 to Third Party Contract Capital Cost of Contracting ALI 11.71.12, and \$1,673 from Acquisition - Equipment ALI 11.42.06 to Acquisition - Acquired Software ALI 11.42.08.

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.

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 04/01/2020, whichever is later. This PGA shall remain in effect until 11/30/2020, 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.

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

KP George

Signature

County Judge

Title

Jul 30 2020 5:13PM

Date

THE STATE OF TEXAS

Paula Polk

Signature

Public Transportation Coordinator

Title

Aug 3 2020 10:49AM

Date

List of Attachments

A – Approved Project Description

B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

As presented in Fort Bend County's FY20 5311 CARES Act 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.

Funding for this 5311 CARES Act project will enable the transit provider to continue operating established transit routes and to add new services to aid communities during the COVID-19 pandemic. Some services such as meal delivery and other critical services may be provided during this time. This project also provides for extra maintenance of transit buses including sanitizing, modifications for social distancing, and driver and other staff personal protective devices. Benefits of the CARES Act funding include the provisions of salaries for staff on administrative leave, local agency administration, and continued connections for travelers between rural areas. CARES Act funding for this project is for all operational expenses incurred during the contract period, and is eligible for 100% federal reimbursement. The contract period begins on the date established in Article 1, regardless of a later execution date.

Transit provider shall comply with Article 12: Project Records and Reports and Article 13 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 2018 - 2020 is 2.9 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	# of Units	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			\$68,653				\$68,653			0
2	EMER RELIEF - OPERATING 100% - 30.09.08			\$364,857				\$364,857			0
3	Acquisition - Acquired Software - 11.42.08			\$3,473				\$3,473			0
4	Project Administration - 11.79.00			\$50,272				\$50,272			0
5	Acquisition - Equipment - 11.42.06			\$0				\$0			0
6	Acquisition - Miscellaneous Equipment - 11.42.20			\$12,825				\$12,825			0
Totals:				\$500,080	\$0	\$0	\$0	\$500,080			0