

PGA: PUBLIC TRANSPORTATION PROJECT GRANT AGREEMENT AMENDMENT
 SUBRECIPIENT: Fort Bend County
 FAIN: TX-2020-072
 CFDA #: 20.509
 TXDOT PROJECT #: CAF 2101 (15) 072_20
 PROJECT ID #: 51018051121
 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 Mar 11 2021 11:08AM; and,

WHEREAS, an unused balance in funds remains in the transit provider's CARES Act Round 1 Project Grant Agreement, Project ID 51018021120; and,

WHEREAS, the agency would like to transfer funds to the transit provider's CARES Act Round 2 Project Grant Agreement; 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 maximum amount payable to include the residual funds of \$164,602 from the Transit Provider's CARES Act Round 1 project grant agreement for Federal funds. The revised maximum amount payable without modification under ARTICLE 3. COMPENSATION is \$1,094,839.

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 01/01/2021. This PGA shall remain in effect until 12/31/2022, 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

Apr 16 2021 2:09PM

Date

THE STATE OF TEXAS

Paula Haley-Polk

Signature

Public Transportation Coordinator

Title

Apr 19 2021 7:20AM

Date

List of Attachments

A – Approved Project Description

B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

As presented in Fort Bend County's FY21 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. Funding will also allow transit provider to implement programs and services to create an environment of resilience for passengers, employees, and communities in rural areas of the state of Texas. 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 eligible 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) sets a Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by grantees. The overall goal for fiscal years 2021 - 2023 is 3.1 percent. 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			\$142,181				\$142,181			0
2	Acquisition - Acquisitioned Software - 11.42.08			\$13,437				\$13,437			0
3	Acquisition - Acquisitioned Hardware - 11.42.07			\$17,230				\$17,230			0
4	Project Administration - 11.79.00			\$110,550				\$110,550			0
5	Acquisition - Miscellaneous Equipment - 11.42.20			\$14,813				\$14,813			0
6	EMER RELIEF - OPERATING 100% - 30.09.08			\$794,128				\$794,128			0
7	Preventive Maintenance - 11.7A.00			\$2,500				\$2,500			0
Totals:				\$1,094,839	\$0	\$0	\$0	\$1,094,839			0