

PGA: 09/23/2024  
SUBRECIPIENT: Fort Bend County  
SUBRECIPIENT UEI: MJG8N8EPN2L3  
FAIN: TX-2024-116  
FEDERAL AWARD DATE: 09/23/2024  
CFDA #: 20.526  
TXDOT PROJECT #: DIS 2502 (11) 116\_24  
PROJECT ID #: 51003F21125  
MASTER GRANT AGREEMENT #: MGA-2022-2026-FT BEND-031  
FEDERAL TRANSIT ADMINISTRATION  
NOT RESEARCH AND DEVELOPMENT

GH5 H9`C: `H9L5 G`.....ÿ

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**RURAL BUS AND BUS FACILITIES PROGRAM AND RURAL AREA FEDERAL FORMULA PROGRAM  
FISCAL YEAR 2025  
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 "Subrecipient".

**WITNESSETH**

**WHEREAS**, 49 U. S. Code, Section 5339 provides that eligible recipients may receive federal funds through the Bus and Bus Facilities Public Transportation Grant Program, a federal assistance program administered by the Federal Transit Administration to provide capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities; and

**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**, the project will be funded using either Section 5311 funds, Section 5339 funds, or a combination of the two for reimbursement. The selected funding source(s) will be detailed in the project description; and

**WHEREAS**, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient 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 5339 grant program and Section 5311 grant program; and

**WHEREAS**, the Subrecipient submitted a Fiscal Year 2025 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116787; and,

**WHEREAS**, the Subrecipient 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 Subrecipient 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 Subrecipient agree as follows:

**AGREEMENT**

**ARTICLE 1. GRANT TIME PERIOD**

This PGA becomes effective when fully executed by both parties or on 05/23/2025, whichever is later. This PGA shall remain in effect until 05/31/2026, 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. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

**ARTICLE 2. PROJECT DESCRIPTION**

- A. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient 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 Subrecipient 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 \$1,706,602 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 Subrecipient 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 Subrecipient in duplicate.

**THE SUBRECIPIENT**

  
\_\_\_\_\_  
Signature

Fort Bend County Judge  
\_\_\_\_\_

Title

June 10, 2025  
\_\_\_\_\_

Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

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

Title

\_\_\_\_\_  
Date

**List of Attachments**

A - Approved Project Description

B - Project Budget





## ACTIVE PGAs

The information below represents federal obligations in Project Grant Agreements that are currently active.

Application PGA Name	FAIN	Begin Date	End Date
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