

PGA: SECTION 5311 FEDERAL- RURAL PUBLIC TRANSPORTATION (RPT)
TRANSIT PROVIDER: **Webb County Community Action Agency**
FTA GRANT #: **TX-18-X038**
CFDA #: **20.509**
TXDOT PROJECT #: **RPT 1402 (22) 38**
PROJECT GRANT AGREEMENT #: **51422F7205**
MASTER GRANT AGREEMENT #: **512XXF7144**
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FEDERAL RURAL PUBLIC TRANSPORTATION
FISCAL YEAR 2014
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 **Webb County Community Action Agency**, 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 Texas Department of Transportation to receive federal funds under the Section 5311 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2014 Grant Application, Part I (GA Part I) (if applicable) for state financial assistance and the Texas Transportation Commission approved the application by Minute Order Number **113876**; and

WHEREAS, the Transit Provider must execute a GA Part I and a Fiscal Year Grant Application, Part II (GA Part II) for 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 the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties. This PGA shall remain in effect until **August 31, 2015**, 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 GA Part I (if applicable) and the GA Part II (federal funds only) 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 GA Part I, 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 item(s) 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 \$ 254,205, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, Attachment A, and Attachment B.

The original and one copy of the invoice are to be submitted to the following address:

**Texas Department of Transportation
Attn: Bolivar Bolanos
Public Transportation Coordinator
P.O. Box 29928
San Antonio, Texas 78229**

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized in the 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.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER



Signature

Juan VARGAS

Typed, Printed, or Stamped Name

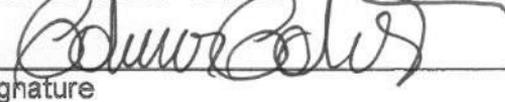
Executive Director

Title

6/16/14

Date

THE STATE OF TEXAS



Signature

Bolivar Bolanos

Typed, Printed, or Stamped Name

Public Transportation Coordinator

Title

14 JUL 2014

Date

List of Attachments

- A - Approved Project Description
- B - Project Budget

**ATTACHMENT A
APPROVED PROJECT DESCRIPTION**

[Insert a Narrative Project Description]

PROJECT DESCRIPTION

Fiscal Year 2014-2015

As a multifaceted agency, it is our responsibility to serve as a catalyst in bringing together and coordinating several antipoverty programs. Transportation plays an intrinsic part in the deliverance of these programs. Rural transportation falls within the scope of the goals of this department.

The general service goal of our department, for Section 5311 (Federal) and State Public Rural Transportation funds, is to provide the general public in non-urbanized areas, access to public services, employment, education, shopping, recreation and health care. Transportation services are provided through fixed and demand response routes. Our system targets the general population including the elderly and disadvantaged. This group encompasses persons with no automobile, lack of driver's license (due to age or driving infractions), infirmity due to age and the physically and mentally disabled.

Furthermore, our goal is to provide professional, cost effective, efficient, coordinated passenger transportation services to the general public of Webb County using the most efficient combination of financial and other resources.

Areas served are: Highway 359 to Bruni, Texas making stops in Pueblo Nuevo, Mirando and Oilton and the towns of Rio Bravo and El Cenizo on Highway 83.

Demand Response route will consist of transportation service to the above mentioned areas with customers being required to call 24 hours in advance.

Objectives for the program in Webb County are as follows:

1. To promote and provide general public transportation services to the non-urbanized population, particularly to those individuals whose trips are not subsidized by another funding source.
2. To Expand or improve Section 5311 funded transportation services to all areas of Webb County where local support and the demand for those services exist.
3. To fully integrate the Section 5311 program with other major funding sources including, but not limited to, 5310 Elderly and Disabled, etc.
4. To increase non-urbanized public transportation ridership by 5% per year.
5. To improve the efficiency of the non-urban system by monitoring performance measures such as cost/vehicle mile.
6. To improve the effectiveness of non-urban system by monitoring performance measures such as passenger/mile.
7. To encourage the private sector to endorse and utilize our services.
8. To enhance the safety of our public transportation system through training courses.
9. To provide operational and technical assistance and develop improved public transportation services in partnership with other transit agencies.

**ATTACHMENT B
PROJECT BUDGET**

[Insert Project Budget]

Public Transportation Budget-Attachment B

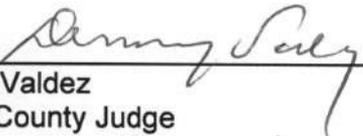
Webb County Community Action Agency



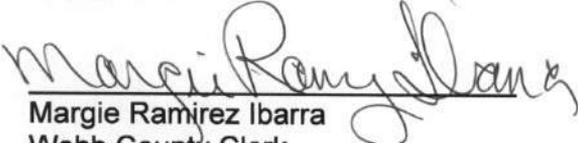
Revised 5/2013 GD Select Fiscal Year----> FY 2014

Legend			§5311				§5311 Totals
Totals			Federal	State	Local	TDC	
DropDowns							
Locked Cell							
Data Entry							
Title Cells							
			Project #	RPT 1402(22)38	RUR 1402(22)		
			Grant #	51422F7205	51422F7144		
			Start Date		10/07/13		
			End Date	08/31/15	08/31/14		
Total of All Programs			§5311				§5311 Totals
Description	ALI Code	Quantity & Fuel Type	Federal	State	Local	TDC	
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.12						
Preventive Maintenance-5310 C	11.7A.00						
Purchase of Service-5310 Only	11.71.13						
All Other 5310 Capital							
Capital Subtotal							
Administration Costs-11.79.00			145,613	145,613			145,613
Planning Costs-44.2X.XX							
Total Admin/Planning Costs			145,613	145,613			145,613
Gross Operating-30.09.00			375,958	108,592	267,366		375,958
Farebox Revenue (Cannot be used as Match)							
Net Operating			375,958	108,592	267,366		375,958
Total			§5311				§5311 Totals
Total Transll Budget			521,571	254,205	267,366	-	521,571

ATTEST:



Danny Valdez
Webb County Judge



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

SEP 11 11:50 AM '08