

PGA: PUBLIC TRANSPORTATION - STATE FUNDS
TRANSIT PROVIDER: **Webb County Community Action Agency**
TXDOT PROJECT #: **RUR 1502 (22)**
PROJECT GRANT AGREEMENT #: **51522F7041**
MASTER GRANT AGREEMENT #: **512XXF7144**
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**STATE FUNDS
FISCAL YEAR 2015
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, 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 Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, if applicable, the Transit Provider submitted a Fiscal Year 2015 Grant Application (GA) Part I for state financial assistance to provide transportation services and the Texas Transportation Commission approved the application by Minute Order Number **113931**; and

WHEREAS, if applicable, the Transit Provider must execute a GA Part I each fiscal year grant period for consideration for new state grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and includes 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 or on **September 1, 2014**, whichever is later. 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 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 items 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 **\$ 260,016**, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B.

The original and one copy of the invoice is 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 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

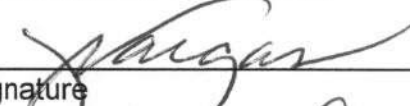
This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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

9/3/2014
Date

THE STATE OF TEXAS


Signature

Bolivar Bolanos
Typed, Printed, or Stamped Name

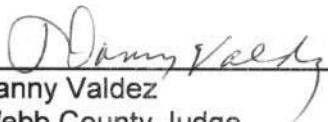
Public Transportation Coordinator
Title

September 8, 2014
Date


List of Attachments

- A – Approved Project Description
- B – Project Budget

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).

**ATTACHMENT A
APPROVED PROJECT DESCRIPTION**

[Insert a Narrative Project Description]

Attachment A

El Aguila Rural Transportation currently provides transportation service to rural residents of Webb County into the city of Laredo. El Aguila provides transportation to Colonia locations and townships in Webb County. These locations include the townships of Oilton, Mirando, Bruni and Aguilares in the Eastern Webb County, El Cenizo and Rio Bravo in Southern Webb County and Colonias of Penitas, Los Minerales and Antonio Santos in Western Webb County. Furthermore, transportation is provided to colonias of Tanquesitos 1 & 2, Ranchitos Hwy. 359 and Pueblo Nuevo of Laredo adjacent to S.H. 359, Colonias Las Lomas and Centenario located East of Laredo on S.H.59. In addition, El Aguila serves residents of the City of Encinal in La Salle County North of Laredo adjacent to Interstate Highway 35. El Aguila as the designated 5311 rural transportation entity in Webb County provides fixed stops and demand medical response to the rural community of Webb County.

The existing complementary transportation services in the Webb County Service area include: Border Area Nutrition Council, which transports elderly to and from senior centers. However, transportation is not currently provided for persons less than 65 years of age and only for those residents of the senior centers who are enrolled in the nutrition program. South Texas Development Council provides transportation to limited areas of Webb County and do not service all the areas that El Aguila serves. El Aguila Rural Transit will work closely with S.T.D.C. for this year in where El Aguila will administer a schedule of clients on a day to day basis to S.T.D.C. for pick-up and delivery of clients to and from areas through Webb County.

The growing population of rural residents and corresponding growth in demand medical services in Webb County represent the need for a 5310 Elderly and Disable route to the medical facilities and clinics in Webb County and the City of Laredo.

**ATTACHMENT B
PROJECT BUDGET**

[Insert Budget Page]

PROJECT DESCRIPTION

Fiscal Year 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.

Public Transportation Budget-Attachment B

Webb County Community Action Agency



Revised 5/2014 GD Select Fiscal Year----> FY 2015

Section I: Project Identification

Legend			\$5311				\$5311 Totals
Totals			Federal	State	Local	TDC	
DropDowns							
Locked Cell							
Data Entry							
Title Cells							
Comments							
Section II: Capital Costs		Quantity & Fuel Type	Total of All Programs	\$5311			\$5311 Totals
Description	ALI Code			Federal	State	Local	
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							

Section III: Planning/ Admin. Costs		Federal	State	Local	Admin/Pln
Administration Costs -11.79.00	127,402		127,402		127,402
Planning Costs-44.2X.XX	-				
Total Admin/Planning Costs	127,402		127,402		127,402

Section IV: Operating Costs		Federal	State	Local	Operating
Gross Operating -30.09.00	132,614		132,614		132,614
Farebox Revenue (Cannot be used as Match)					
Net Operating	132,614		132,614		132,614

Total Transit Budget		Total	\$5311				\$5311 Totals
			Federal	State	Local	TDC	
	260,016		-	260,016	-	-	260,016