

PGA: SECTION 5311 FEDERAL- RURAL PUBLIC TRANSPORTATION (RPT)
TRANSIT PROVIDER: **Webb County Community Action Agency**
FTA GRANT #: **TX-18-X039**
CFDA #: **20.509**
TXDOT PROJECT #: **RPT 1502 (22) 39**
PURCHASE ORDER #: **5338**
MASTER GRANT AGREEMENT #: **512XXF7144**
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

**FEDERAL RURAL PUBLIC TRANSPORTATION
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, 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 (FTA) 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 2015 Grant Application for state financial assistance and the Texas Transportation Commission approved the application by Minute Order Number **114210**; and

WHEREAS, the Transit Provider must submit a Grant Application and the FTA Certifications and Assurances 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, 2016**, 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 a Grant Application (if applicable) and the FTA Certifications and Assurances (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 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 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 **\$259,209**, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, 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
4615 NW Loop 410
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

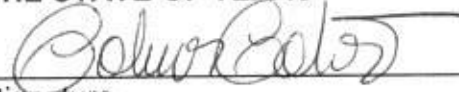

Signature

JUAN VARGAS
Typed, Printed, or Stamped Name

Executive Director
Title

5/11/15
Date

THE STATE OF TEXAS


Signature

Bolivar Bolanos
Typed, Printed, or Stamped Name


Public Transportation Coordinator
Title


5/15/2015
Date

List of Attachments

- A - Approved Project Description
- B - Project Budget

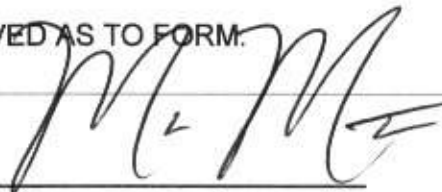
ATTEST:


TANO E. TIJERINA
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

As presented in Webb County Community Action Agency – El Aguila's FY15 Grant Application, El Aguila will provide public transportation throughout the rural transit district service area. El Aguila will provide demand response service in the rural areas of Webb county and fixed route with complementary ADA paratransit service within the service area.

Transit provider shall comply with 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 31.17: Failure to expend funds in a timely manner may cause the department to terminate the grant and re-award the unobligated balance to another project.

TxDOT's Public Transportation Division's (PTN) Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal for fiscal years 2015 - 2017 is 4.57 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 16 of the Master Grant Agreement.

