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**County of El Paso
Agenda Item Details**

Item Title: Transit Operations - TxDOT FY2025 Intercity-Bus (ICB) Project Grant Agreement (PGA) (2024-0735)

Submitted By: Xavier Banales, Interim Director

Department: Transit Operations

Department Phone Number: 915-546-2159

Subject: GRANT AWARD – Approve and authorize the County Judge to sign the Texas Department of Transportation (TxDOT) FY2025 Intercity-Bus (ICB) Project Grant Agreement (PGA) from September 1, 2024, through August 31, 2025, in the amount of \$676,068. This will continue the provision of the Intercity-Bus (ICB) Service, serving El Paso and Anthony, Texas, and Las Cruces, New Mexico. A 50/50 match is required and met by the New Mexico Department of Transportation (NMDOT) funds; therefore, no County match required. (Contract No. 2024-0735)

Background: On September 1, 2009, El Paso County launched an intercity bus service that linked the Town of Anthony to El Paso, Texas and Las Cruces, New Mexico. This service is the result of an innovative partnership between the County, the Texas Department of Transportation (TxDOT) and the New Mexico Department of Transportation (NMDOT). Federal Job Access and Reverse Commute (JARC) funds were used to launch this service. The County's Planning & Development Department, Transportation Division, has identified TxDOT Intercity Bus (ICB) funds to continue this service; this PGA is for one year of service that will continue to be managed by NMDOT. NMDOT contracts All Aboard America for the operation of 57-passenger coaches that are ADA accessible and restroom equipped. The service operates in peak directions five days a week for a fare of \$3 each way with monthly passes available at \$90. There is no service on weekends or holidays. The service is meeting a need along this corridor and is a complement to other transportation services provided by the County's Transportation Division.

Fiscal Impact: Fiscal Impact Historical
N/A

Fiscal Impact Projected
GRANT – \$676,068; No County match is required, 50/50 match met by the New Mexico Department of Transportation (NMDOT) funds.

Long Account Number: Amount:

Long Account Number: Amount:

Budget or Unbudgeted Match:

Recommendation:

GRANT AWARD – Approve and authorize the County Judge to sign the Texas Department of Transportation (TxDOT) FY2025 Intercity-Bus (ICB) Project Grant Agreement (PGA) from September 1, 2024, through August 31, 2025, in the amount of \$676,068. This will continue the provision of the Intercity-Bus (ICB) Service, serving El Paso and Anthony, Texas, and Las Cruces, New Mexico. A 50/50 match is required and met by the New Mexico Department of Transportation (NMDOT) funds; therefore, no County match required. (Contract No. 2024-0735)

Prior Action:

On January 8, 2024 – Item 4Q; Commissioners Court approved the Planning & Development Department to apply to the FY2024 two-year funding Texas Department of Transportation (TxDOT) Intercity-Bus (ICB) Grant in the amount of \$1,377,348 to continue the Gold Route partnered with NMDOT.

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**

PGA: SECTION 5311(f) FEDERAL - INTERCITY BUS
SUBRECIPIENT: El Paso, County of
SUBRECIPIENT UEI:
FAIN: TX-2023-108
FEDERAL AWARD DATE: 08/30/2023
CFDA #: 20.509
TXDOT PROJECT #: ICB 2501 (06) 108_23
PROJECT ID #: 51018050625
MASTER GRANT AGREEMENT #: MGA-2022-2026-EL PASO CO-030
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

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**FEDERAL INTERCITY BUS
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 El Paso, County of, called the "Subrecipient".

WITNESSETH

WHEREAS, under 49 United States Code Section 5311(f), Intercity Bus, the Subrecipient submitted a project proposal for financial assistance to be used to provide transportation services; 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 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) 116736; 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 09/03/2024, whichever is later. This PGA shall remain in effect until 08/31/2025, 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 \$1,352,136 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

Title

Date

THE STATE OF TEXAS

Signature

Public Transportation Coordinator

Title

Date

List of Attachments

A - Approved Project Description

B - Project Budget

ATTACHMENT A APPROVED PROJECT DESCRIPTION

Funding from this project provides up to 50% of the net operating expense for the El Paso to Las Cruces, NM. This interurban route will make meaningful connections with intercity carriers.

The State of New Mexico has committed to provide cash match for this project in the amount of at least \$676,068.

The subrecipient's response to the 2024 Coordinated Call for Projects is hereby incorporated into the project description except as amended in this attachment.

Subrecipient shall provide to TxDOT Public Transportation Division an Intercity Bus Program . A Monthly Ridership and Performance Report for each route on a monthly basis via email or submitted with a Request for Reimbursement (RFR) and on a quarterly basis email to the Section 5311 program manager.

Subrecipient shall comply with Article 13: Project Records and Reports 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. This PGA may be suspended or terminated for cause, mutual agreement, or convenience. Upon termination for convenience, the PGA may be cancelled without penalty by either party by providing thirty (30) days written notice to the other party. TxDOT will reimburse the subrecipient for eligible expenses up to the date specified in the notice of cancellation. Upon termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department.

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 proposed overall goal for fiscal years 2024 - 2026 is 4.15 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE business whenever practicable. The full definition of DBE program requirements is found in Article 24 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 | Operating - 30.09.01 | | | \$676,068 | | \$676,068 | | \$1,352,136 | | | 0 |
| Totals: | | | | \$676,068 | \$0 | \$676,068 | \$0 | \$1,352,136 | | | 0 |

**ATTACHMENT C
ACTIVE PGAs**

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

| Application PGA Name | FAIN | Federal Funding Amount | Begin Date | End Date |
|-----------------------------|-------------|-------------------------------|-------------------|-----------------|
| ICB-2022-EL PASO CO-00006 | TX-2021-063 | \$1120114 | 09-20-2022 | 08-31-2024 |



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

ADDITIONAL BACKGROUND:

FISCAL IMPACT:

PRIOR COURT ACTION:

RECOMMENDATION:

BASIC CONTRACT DETAILS

CONTRACT NO.: 2024-0735

CONTRACT TITLE: FY25 Federal Transit Administration (FTA) / Federal 5311 / Rural Public Transportation / Inter-City Bus (ICB) / El Paso-Anthony-Las Cruces Bus Service / Grant Award No ICB-2024-EL PASO-CO-00006 / Yr 2024-2025

SECOND PARTY: State of Texas, Department of Transportation(TxDOT)

CONTRACT TYPE: Grant Award/Agreement

TERM AND BUDGET DETAILS

TERM: 1 Year

EXTENSION OPTIONS: N/A - None Available/Remaining

EFFECTIVE DATE: 9/1/2024

MOD EFFECTIVE DATE (If Applicable):

EXPIRATION DATE: 08/31/2025

MOD EXPIRATION DATE (If Applicable):

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT:

MOD AMOUNT (If Applicable):

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Michelle R. Martinez

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: 9/11/2024

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specification, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE:

DEPARTMENT CONTACT: Reyna Mayorga

DEPARTMENT: Planning & Development

DATE: