

PGA: SECTION 5311(f) FEDERAL - INTERCITY BUS
SUBRECIPIENT: El Paso, County of
FAIN: TX-2021-063
CFDA #: 20.509
TXDOT PROJECT #: ICB 2301 (06) 063_21
PROJECT ID #: 51018030623
MASTER GRANT AGREEMENT #: MGA-2022-2026-EL PASO CO-030
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FEDERAL INTERCITY BUS
FISCAL YEAR 2023
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 2023 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 116278; 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 09/01/2022, whichever is later. This PGA shall remain in effect until 08/31/2023, 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 \$557,112 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 \$557,112.

The transit provider's response to the 2022 Coordinated Call for Projects is hereby incorporated into the project description except as amended in this attachment.

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

Transit provider shall comply with Article 12: Project Records and Reports and 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 (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 and TAC 9.136, Suspension or Termination for Cause: On termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department (TxDOT).

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 2021 - 2023 is 3.1 percent. 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 23 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			\$557,112		\$557,112		\$1,114,224			0
Totals:				\$557,112	\$0	\$557,112	\$0	\$1,114,224			0