

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Anthony R. DeKeyser

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, The Federal Transit Administration (“**FTA**”) provides urbanized area formula funding for transit capital, operating assistance and transportation related planning in urbanized areas under the Urbanized Area Formula Funding program of 49 U.S.C. 5307 (“**5307 funds**”); and

WHEREAS, the City of El Paso is located within the El Paso Urbanized Area; and

WHEREAS, Sun Metro provides Mass Transit within the City of El Paso and is the designated recipient of El Paso Urbanized Area Formula 5307 funds (“**EPUZA 5307 funds**”); and

WHEREAS, Sun Metro as a designated recipient must apportion amounts of FTA 5307 funds for the El Paso Urbanized Area, including splitting 5307 funds with transit agencies operating in the El Paso Urbanized area that are not currently served by Sun Metro; and

WHEREAS, The Mass Transit Department Board of the City of El Paso approved the Sun Metro Service Expansion Policy (“**Policy**”) on November 9, 2021, which provides the method for service to jurisdictions within the El Paso Urbanized area that are not currently served by Sun Metro, as well as provides the process for eligible transit agencies to access EPUZA 5307 funds; and

WHEREAS, the Sun Metro Service Expansion Policy requires that in order for a transit agency to have access to EPUZA 5307 funds, the transit agency must meet the minimum requirements of the Policy and must enter into a Service Expansion Agreement with the City which must be approved by the City of El Paso Mass Transit Board, with recommendation from the El Paso Metropolitan Planning Organization; and

WHEREAS, SCRTD is requesting access to EPUZA 5307 funds as it provides mass transit in Southern New Mexico and within the City of El Paso, and therefore provides transit services within the El Paso Urbanized area; and

WHEREAS, the Parties wish to enter into an Interlocal Agreement for service expansion to allow SCRTD to access EPUZA 5307 funds in order to continue to provide reliable public transit in the region; and

WHEREAS, the Interlocal Agreement for Service Expansion supports the public purpose of improving the transit system within the region and supporting a high quality of life for the City of El Paso community.

BE IT RESOLVED BY THE MASS TRANSIT DEPARTMENT BOARD OF THE CITY OF EL PASO:

That, the Mayor be authorized to sign an Interlocal Agreement for Service Expansion by and between **City of El Paso and The South Central Regional Transit District**, to allow South Central Regional Transit District access to El Paso Area Urbanized 5307 funds in order to improve the transit system within the region and support a high quality of life for the City of El Paso community.

That, the City Manager or designee be authorized to accept, reject, alter, amend or terminate the resulting Interlocal Agreement after review and approval by the City Attorney's office.

That, the City Manager or designee be authorized to sign any related agreements, verifications and documents, after review and approval from the City Attorney's office, effectuate any budget transfers and submit necessary revisions to the operational plan, and take any actions necessary to carry out the intent of this resolution.

APPROVED this _____ day of _____, 2025.

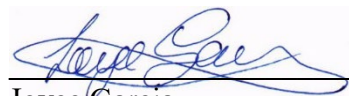
MASS TRANSIT DEPARTMENT BOARD:

Renard U. Johnson
Chair

ATTEST:

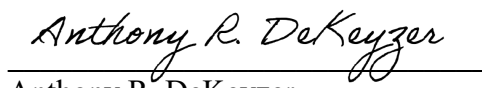
Laura D. Prine
Secretary

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Anthony R. DeKeyzer
Sun Metro/Mass Transit Department

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

**INTERLOCAL AGREEMENT
FOR SERVICE EXPANSION**

This Interlocal Agreement for Service Expansion (“**Service Expansion Agreement**”) or (“**Agreement**”) is entered into by and between the City of El Paso, Texas (“**CITY**”), a municipal corporation organized and existing under the laws of the State of Texas, and South Central Regional Transit District (“**SCRTD**”), a regional transit district created pursuant to the Regional Transit District Act of New Mexico and a political subdivision of the State of New Mexico, each individually referred to as “Party” and collectively referred to as “Parties,” pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, The Federal Transit Administration (“**FTA**”) provides urbanized area formula funding for transit capital, operating assistance and transportation related planning in urbanized areas under the Urbanized Area Formula Funding program of 49 U.S.C. 5307 (“**Formula 5307 funds**”); and

WHEREAS, The City of El Paso is located within the El Paso Urbanized Area; and

WHEREAS, The City of El Paso’s Mass Transit Department (“**Sun Metro**”), provides public transit within the City of El Paso and is the designated recipient of El Paso Urbanized Area Formula 5307 funds (“**EPUZA 5307 funds**”); and

WHEREAS, Sun Metro as a designated recipient must apportion EPUZA 5307 funds for the El Paso Urbanized Area, including apportioning EPUZA 5307 funds among transit agencies operating in jurisdictions within the El Paso Urbanized Area that are not currently served by Sun Metro; and

WHEREAS, The Mass Transit Department Board of the City of El Paso approved the Sun Metro Service Expansion Policy (“**SEP**”) on November 9, 2021, which provides the process for service to jurisdictions within the El Paso Urbanized area that are not currently served by Sun Metro, as well as provides the process for eligible transit agencies to access EPUZA 5307 funds; and

WHEREAS, the SEP requires that in order for a transit agency to have access to EPUZA 5307 funds, the transit agency must meet the minimum requirements of SEP, be eligible for service expansion in accordance with one of the four methods listed in the SEP and must enter into a Service Expansion Agreement with the City which must be approved by the City of El Paso Mass Transit Board, with recommendation from the El Paso Metropolitan Planning Organization; and

WHEREAS, the SCRTD was established by the Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978, in November 2006, is a political subdivision of the state of New Mexico and is one of four Regional Transit Districts operating in New Mexico; and

WHEREAS, the mission of the South Central Regional Transit District (SCRTD) is to provide the public with a safe and efficient regional transit system. The system increases access

and mobility, reduces congestion, improves the environment, and supports economic development, thereby enhancing the quality of life; and

WHEREAS, SCRTD is requesting access to EPUZA 5307 funds as it provides mass transit in Southern New Mexico and within the City of El Paso, and therefore provides transit services within the El Paso Urbanized area; and

WHEREAS, SCRTD elected to follow the process to become a Direct Recipient of Section 5307 funds, one of the four methods listed under the SEP for Service Expansion; and

WHEREAS, the Parties acknowledge and find that it is in the best interest of the public to enter into this Service Expansion Agreement to allow SCRTD to access EPUZA 5307 funds in order to continue to provide reliable public transit in the region.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement.
2. **Definitions.** As used throughout this Agreement, the following terms shall have the meaning set forth below:
 - a. “*Designated recipient*” means an entity designated, in accordance with the planning process under Sections 5303 and 5304 (Metropolitan Planning, Statewide Planning and Non-Metropolitan Transportation Planning), by the governor of a state, or his designee, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under Section 5336 (of the Federal Register Notice) to urbanized areas of 200,000 or more in population; a state or regional authority, if the authority is responsible under the laws of a state for a capital project and for financing and directly providing public transportation (required for 5307/5310 funding).
 - b. “*Direct recipient*” means an eligible entity authorized by a designated recipient or state to receive Urbanized Area Program funds directly from the Federal Transit Administration (FTA).
 - c. “*Formula 5307 funds*” means the Urbanized Area Formula Funding program (49 U.S.C. 5307), which makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance and for transportation related planning in urbanized areas.
 - d. “*Service expansion*” means providing transit service to the El Paso Urbanized Area with the use of Formula 5307 funding, in jurisdictions not currently served by the City of El Paso’s Department of Mass Transit, Sun Metro.
 - e. “*Service Expansion Policy (SEP)*” means the policy adopted by the City of El Paso’s Mass Transit Development Board (MTDB) on November 9, 2021, which defines four methods for service expansion in the El Paso Urbanized Area, attached hereto as Attachment “A” and as may be amended from time to time.
 - f. “*Service Expansion Policy Agreement (SEP Agreement)*” means an Interlocal

agreement between the City of El Paso and a local government entity that documents service expansion in the El Paso Urbanized Area.

- g. “*Split Letter*, also known as a “sub allocation letter,” means a letter provided by a designated recipient to the FTA regional office that documents how 5307, 5310, 5337, and 5339(a) formula apportionments will be split among multiple direct recipients in the urbanized area.
 - h. “*Transit Development Plan (TDP)*” is a plan that identifies the transit needs, analyzes service options and financing, and provides recommendations for transit service, according to the guidelines included in the Service Expansion Policy.
 - i. “*Urbanized area*” means a Census-designated area with a population of 50,000 or more as determined by the U.S. Department of Commerce, Bureau of the Census.
3. **Purpose.** The Parties enter into this Agreement to cooperate with each other in a manner that achieves regional goals and the requirements of the Federal Transit Administration as well as the proper apportionment and use of EPUZA 5307 Funds.

Notwithstanding any provision in this Agreement to the contrary, each Party shall remain solely responsible and directly accountable to the FTA for the ownership, maintenance, and/or operation of its transit systems.

4. **Term.** The initial term of this Agreement (“Initial Term”) shall begin upon execution by the last of the Parties to sign (“Effective Date”). This Agreement shall be for a term of one year and shall automatically renew on its anniversary date each year unless terminated earlier pursuant to the provisions of Section 5. The Parties may revise, modify, or amend this Agreement in accordance with Section 14.

5. **Termination.** This Agreement may be terminated as follows:

- a. The Parties may terminate this Agreement by a written agreement signed by all Parties setting forth the agreed termination date; or
- b. Any Party may terminate this Agreement with or without cause by providing written notice to the other Party not less than sixty (60) days prior to the desired termination date; or
- c. Any Party may terminate this Agreement on the thirty-first (31st) day after providing written notice to any other Party that the other Party is in breach of its obligations under this Agreement, which notice shall describe the alleged breach with reasonable particularity, and the Party receiving the notice has failed to cure the alleged breach.
- d. If a federal, state, or local law or regulation affects or impairs any Party’s ability to perform this Agreement, the Parties may renegotiate the terms of this Agreement so the affected Party can comply with the law or regulation. The affected Party shall provide the other Parties with written notice of the applicable law or regulation. Should a Party choose not to renegotiate, or should the law or regulation make it

impossible for the affected Party to perform this Agreement, that Party may terminate this Agreement by providing fourteen (14) days written notice to the other Parties. Termination shall be effective on the fourteenth(14th) day after the day on which the notice is provided.

6. Responsibilities of City.

- a. The City agrees to review the annual progress report submitted by SCRTD.
- b. The City agrees to apportion EPUZA 5307 Funds in accordance with the SEP and FTA guidelines.
- c. The City agrees that on an annual basis, it will review and make a determination of the share of EPUZA 5307 funds that should be allocated to the El Paso Urbanized Area, including to any eligible transit agencies, such as SCRTD.
- d. The City agrees that on an annual basis, City will provide a Split Letter to the FTA's Region 6 Office, with a copy to SCRTD, in order to provide SCRTD access to EPUZA 5307 funds, provided that SCRTD continues to meet all requirements outlined in the SEP and this SEP Agreement.

7. Responsibilities of SCRTD.

- a. SCRTD agrees to complete all necessary steps with the FTA to become a Direct Recipient.
- b. SCRTD agrees to comply with all applicable FTA rules and regulations related to Direct Recipients of Formula 5307 Funds, including submittal of required data and reports to FTA.
- c. SCRTD agrees to complete the applicable steps outlined in the SEP, in order to become a Direct Recipient, which include the steps below and discussed in more detail in the SEP. The steps include but are not limited to:
 - i. Submit a proposal to City.
 - ii. Adopt a resolution by the governing board of the SCRTD.
 - iii. Submit a Transit Development Plan to City.
 - iv. Supply additional information, as requested by City.
 - v. Submit annual progress reports to City, due on the anniversary of the execution date of this SEP.
 - vi. Adhere to the applicable provisions of the SEP, attached hereto as **Exhibit "A"** and as may be amended from time to time.

8. Consideration.

- a. SCRTD provides transit services in the El Paso Urbanized Area and to the citizens of the City of El Paso through the following routes:
 - i. Purple Line- Anthony to El Paso Westside Transfer Center via Highway 28
 - ii. Turquoise Line- Anthony Highway 404 via Chaparral, NM to El Paso Northgate
 - iii. Yellow Line- Sunland Park to Downtown Transfer Center
 - iv. Silver Route – Sunland Park to Westside Transfer Center
- b. City of El Paso, as the designated recipient of EPUZA 5307 funds must apportion among eligible transit entities EPUZA 5307 funds. Once it deems a transit agency, such as SCRTD, eligible for EPUZA 5307 funds, Sun Metro may provide a Split Letter to FTA's Region 6 office in order to give the transit agency access to EPUZA 5307 funds. In turn, that transit agency can become a Direct Recipient of EPUZA 5307 funds. Via this Agreement, Sun Metro is initiating the process for SCRTD to access EPUZA 5307 funds and become a direct recipient of such FTA funds.
- c. The Parties agree that the provision of public transit services within the EPUZA by SCRTD and the submission of Sun Metro's Split Letter to the FTA for SCRTD to obtain access to EPUZA 5370 funds for the continual provision of aforementioned transit services, is sufficient consideration exchanged by the parties.

9. Fiscal Funding. The Parties acknowledge that they are governmental entities and agree that each Party shall have the right, upon the failure of its governing body to appropriate finances or secure funding to meet their obligations arising from this Agreement, to suspend or terminate this Agreement as of the effective date of such lack of funding. The Party exercising this right must provide the other Party with written notice of such funding failure as soon as possible.

10. Insurance. Each Party shall maintain, or otherwise arrange for, such insurance or participation in a self-insurance risk pool for governmental entities as each is required to maintain, or may otherwise deem reasonable and necessary, to effectuate the terms of this Agreement, but that a minimum meets their obligations and potential liability exposure under the Texas Tort Claims Act for the City and the New Mexico Torts Claims Act for SCRTD.

11. Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws and regulations.

12. TORT CLAIMS ACT. Neither party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability

incurred in connection with this Agreement within the State of Texas is subject to the immunities and limitations of the Texas Tort Claims Act. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the Texas Tort Claims Acts. City and its "public employees" as defined in the Texas Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the Texas Tort Claims Act. This Section is intended only to define the liabilities of the Parties, and is not intended to modify in any way, the Parties' liabilities as pursuant to each Parties' applicable governing law.

This Agreement is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

14. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received when sent in writing, postmarked, and delivered by certified mail, or by hand-delivery or email, with confirmed receipt if via email. All notices are considered received three (3) business days after the postmark date. Any Party may change its address by sending a written notice to the other Party. A new address is not official until the other Party receives the change of address notice as provided in this section. Upon receipt of proper notification of change of address, the notified Party will send all further notifications to the new address. The Parties will address notices as follows:

To City: City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

And: Sun Metro
 Attn: Director of Mass Transit/Sun Metro
 10151 Montana Ave.
 El Paso, Texas 79925
 Email: dekeyzerar@elpasotexas.gov

To SCRTD: SCRTD
 South Central Regional Transit District

Attn.: Executive Director
830 Anthony Dr.
Anthony, NM 88027
(575) 882-1885
Email: _darmijo@scrtd.org

- 15. Governmental Immunity.** The Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to either Party and/or its elected officials, officers, employees, representatives, and agents under Federal or Texas law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees, and agents under Federal or Texas law.
- 16. Entire Agreement.** This Agreement contains all representations, understandings, contracts, and agreements between the Parties regarding the Service Expansion and EPUZA 5307 funds. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the Parties regarding the Service Expansion and EPUZA 5307 funds. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not regard the subject matter of this Agreement.
- 17. Amendment.** The Parties may revise, modify, or amend this Agreement only by written agreement signed by both Parties.
- 18. Successors and Assigns.** This Agreement is binding on the Parties and their successors and assigns.
- 19. Independent Contractor.** The Parties' relationship under this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between or among the Parties. Each Party will maintain sole control, supervision, and direction over its operations and the transit services provided under this Agreement.
- 20. Force Majeure.** No Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by an act of God, an outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond any Party's reasonable control. The delayed Party must resume performing its obligations under this Agreement after the reason for the default or delay is resolved.
- 21. Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- 22. Governing Law.** This Agreement is governed by Texas law.

23. Place of Performance and Venue. This Agreement is performable in El Paso County, Texas, and any legal action between the Parties arising from it must be filed in El Paso County, Texas.

24. Authority to Enter Agreement. Each Party represents and warrants to the other that it is authorized to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective entities as duly authorized representatives thereof.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

(Signatures for the City of El Paso)

EXECUTED THIS _____ DAY OF _____, 20____.


CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

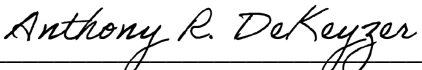
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

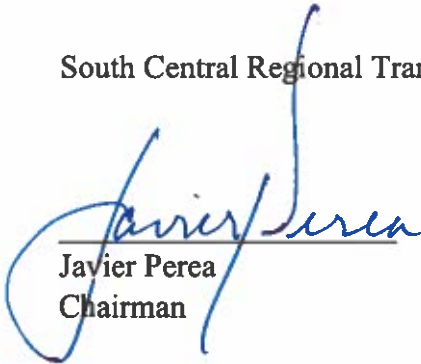


Anthony R. Dekeyzer, Director
Sun Metro/Mass Transit Department

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

(Signatures for SCRTD)

South Central Regional Transit District



Javier Perea
Chairman

ATTEST:



David Armijo
Executive Director

EXHIBIT A



SERVICE EXPANSION POLICY

Adopted: Nov. 9, 2021

Revised:

Approved by: City of El Paso
Mass Transit Board

PURPOSE

This policy establishes the Sun Metro Service Expansion Policy (SEP) and defines four methods for service to jurisdictions within the El Paso Urbanized Area (UZA) that are not currently served by the City of El Paso through its mass transit department, Sun Metro. The first method, joining Sun Metro, provides the preferred option for service expansion; however, some jurisdictions may not have the capacity to participate through a dedication of 0.5 % local sales tax. In that case, the remaining methods provide options for service expansion and allow Sun Metro to split Federal Transit Administration (FTA) Section 5307 funds for the UZA utilizing a prescribed calculation based on the most recent United States Census data.

SERVICE EXPANSION

The SEP applies to local governmental entities with jurisdictions within the UZA, but outside the existing Sun Metro service area, and includes the following four methods for service expansion:

1. Join Sun Metro Service Area
A municipality, county or part of a county receives voter approval to join the Sun Metro service area and dedicates 0.5% local sales tax* to fund mass transit within the service area, established at least 12 months prior to initiation of service.
2. Contract for Service
Service contracts allow Sun Metro to provide service to a jurisdiction through an interlocal agreement between the local government entity and Sun Metro. The entity pays the cost of service identified by Sun Metro.
3. Form a Local Government Corporation (LGC)
Sun Metro and one or more jurisdictions may enter into an agreement to form an LGC, whereby the local jurisdiction and Sun Metro would establish a board of directors to oversee transit initiatives in the agreed upon area. Sun Metro would calculate shares of FTA Section 5307 funding, while the local jurisdiction would provide local funds, such as general revenue, sales tax or private sector funding.
4. Become a Direct Recipient
Direct recipients receive Section 5307 funds directly from FTA for eligible expenses. The recipient is responsible for the management of funds and assumes all responsibility for federal compliance, certifications and local match, when required. When the procedures included

** Must comply with the provisions of Title 6, Subtitle K, Chapter 457 of the Texas Transportation Code*

within Appendices A and B have been completed, and following execution of an SEP agreement between Sun Metro and the prospective direct recipient, the Director of Sun Metro will submit a “split letter” to FTA identifying the direct recipient and amount of Section 5307 funds to be shared for the specified year.

AGREEMENTS

An SEP agreement is required regardless of which method of service expansion is utilized, and the specific method will dictate the conditions required in the agreement. All SEP agreements between a local government entity and Sun Metro must be approved by the City of El Paso Mass Transit Board (MTB), with recommendation from El Paso Metropolitan Planning Organization (MPO), and must meet the minimum requirements established in the SEP and its appendices. The appendices are included as reference for procedures and are incorporated into the policy.

REVISION TO POLICY

The SEP may be revised from time to time, as needed. Any entity affected by this policy may request a proposed revision by notifying the MTB through the Director of Sun Metro and the MPO through the Executive Director of MPO. The request must be in writing and include any proposed revisions, along with supporting documentation.

The Director and Executive Director shall have 90 days to review revision proposal, during which time comment will be accepted from the public or stakeholders affected by the policy. After the review period has concluded, the Director and Executive Director will place the proposed policy revision on the next regular meeting of their respective boards. They will recommend approval, no action, or request more time to consider the revision.

Once the MTB and MPO have approved or denied a SEP revision, the Director of Sun Metro will notify the requestor of the revision in writing. When a revision has been approved, the date of revision will be noted on the revised policy, and a copy will be provided to the requestor, MPO, and any other entity affected by the SEP within 30 days of the revision. In order for a revision to this policy to be approved, both MTB and MPO must approve the revision, otherwise, the revision will be considered denied.

Sun Metro Service Expansion Policy (SEP)

Appendix A: Guidelines for Service Expansion

To ensure that the SEP is implemented in a manner that achieves regional goals, procedures have been developed to provide instruction on the administration of Section 5307 funds. Sun Metro is responsible for managing the process, but all applications will receive input from a review team comprised of staff of Sun Metro and El Paso Metropolitan Planning Organization (MPO).

Share of Federal Transit Administration (FTA) Funds

Each year, Sun Metro will determine the share of Section 5307 funds for local government entities allocated to the UZA by FTA, based on FTA and US Census data analyzed by MPO. The data will be recorded in a table maintained by MPO that will be made available for review upon request. Calculation of fund share will be based on population of census blocks within the UZA. Due to the fact that the UZA boundaries and population of census blocks change every ten years, the calculation of fund share will be based on the most recent available census data.

Once the annual FTA fund share for local government entities in the UZA has been calculated, Sun Metro will report the figures to the El Paso Mass Transit Board (MTB). The shares will be considered official as reported to MTB, unless otherwise modified by the Board. Any share of funds for a local government entity that does not have an agreement with Sun Metro in accordance with the SEP shall be retained by Sun Metro. Correspondence from the Director of Sun Metro that includes fund share amounts will be sent to local government entities with an SEP agreement after reporting to MTB.

Proposals for Service Expansion

Local government entities that are not currently participating in an SEP agreement with Sun Metro, but would like to initiate mass transit service within their jurisdiction, shall provide Sun Metro with a proposal, supported by relevant data, that demonstrate there is sufficient need and support for mass transit services in their jurisdiction. Proposals, which are accepted between September 1 – March 30 for the following fiscal year, shall include the following:

1. A resolution demonstrating intent of commitment through a city council, commissioners court, mass transit board, or equivalent policy-making body. The resolution will provide the following assurances:
 - **Funding Commitment:** The resolution must include commitment to local funding for no less than one year for the program in order to provide for a 12-month initial service period. Thereafter, funding must be maintained to continue eligibility for FTA 5307 funds shared within the El Paso UZA. While actual amount of local funding may vary from year to year, consecutive decreases in annual funding will require that the local government entity present before the MPO to address and explain the funding decreases, prior to Sun Metro completing the next required annual fund share calculation.

- Community Support: The resolution must document sufficient community and stakeholder support is present for mass transit service in the jurisdiction. Statements in support of service must be verifiable in order to be considered during the proposal review process.
 - Support of a Regional Fare Structure: In cases where Sun Metro will not be providing mass transit service to the jurisdiction, the resolution must include a fare structure for the proposed service that is consistent with existing fares established in the UZA. All service provided by Sun Metro will use the most current fare structure approved by the City of El Paso Mass Transit Board, which the resolution shall reference in cases where Sun Metro will be providing service. The resolution shall also include a commitment to support and participate in regional fare analysis studies, when recommended or initiated by MPO.
 - Acknowledgement of ADA Complementary Paratransit Service Needs: For local fixed-route projects only, the resolution shall also address the requirement to provide ADA complementary paratransit service. Service providers are required to fulfill any ADA complementary paratransit request from an ADA-qualified passenger for an ADA-eligible trip, per 49 CFR 37, Subpart F. In cases where Sun Metro will be providing paratransit service to the jurisdiction, the SEP agreement will require that the local government entity reimburse the cost of service to Sun Metro on a monthly basis.
2. A Transit Development Plan (TDP) that identifies transit needs, analyzes service options and financing, and provides recommendations for service. Guidelines for developing a TDP are included in Appendix B.
- MPO may provide assistance as needed to develop the TDP. MPO will also review all TDPs to confirm that procedures have been followed and to ensure consistency. Eligible portion of Section 5307 funds may be used to support planning efforts for the TDP. MPO staff may communicate with consultants representing local government clients, but will not provide task direction or participate in project management activities with a consultant.
3. Additional information pursuant to FTA requirements or when requested by the review team to further supplement or clarify information included in the proposal may be required.

Continuing Service

Local government entities that have entered into a SEP agreement with Sun Metro shall provide an administrative update to the TDP once a year, submitted to MPO on anniversary date of SEP agreement execution; Appendix B contains the guidelines for annual updates. Local government entities providing mass transit service in the UZA that demonstrates sufficient progress toward TDP goals and that meets SEP agreement requirements should expect to receive annual correspondence reflecting annual calculation for their share of Section 5307 funds.

Sun Metro Service Expansion Policy (SEP)

Appendix B: Guidelines for the Transit Development Plan (TDP)

A transit development plan provides recommendations for mass transit service in a specific service area. The plan helps to identify the transit service needs, assists in developing and evaluating transit system alternatives, and includes a description of funding mechanisms and commitments. TDP developed in accordance with the SEP must be reviewed by Sun Metro and MPO, and once deemed complete, adopted by the local government entity's policy-making body or council.

TDP subject to this policy are required to cover at least three years of service and must be updated annually, on the anniversary of the execution date of the SEP agreement. Annual updates will allow Sun Metro and MPO staff to evaluate performance of the service based on the measures identified in the TDP and to determine if any amendments to the plan are warranted.

Sun Metro and MPO will also review initial TDP and annual updates to confirm guidelines have been followed and to ensure consistency. Eligible portion of FTA Section 5307 funds may be used to support planning efforts for TDP.

TDP will include:

- Transit vision, mission and goals of the local government entity
- Documentation of a public participation process in development of the TDP
- Review of state and local transportation plans and how they will affect the TDP
- How transit service will connect with and other transit systems in the UZA and how service will complement regional transit goals, as documented by MPO
- Identification of opportunities for transit service with other local agencies, communities, or private entities
- Detailed description of FTA-required paratransit services within the service area
- Explanation of how service will be integrated in a regional transit network that increases connectivity, closes gaps and minimizes duplication of service
- Analysis of transit-supportive growth patterns in the area of service
- Analysis of multimodal accommodations that support transit service, such as bicycle and pedestrian facilities
- Estimates of demand for transit services in the service area
- Performance evaluation of any existing transit service in the service area
- Analysis of transit service alternatives, including financial impacts of each alternative
- Maps of services areas and types and levels of transit service provided or proposed
- Three-year strategic plan that includes policies to support the provided or proposed service
- Three-year funding plan for staff, vehicles, and capital improvements for mass transit in the service area

Additionally, local government entities must develop and maintain a performance evaluation program (PEP) to track progress of proposed transit service. If Sun Metro is the provider of service in the area, it will be responsible for providing necessary data so that it can in turn be used by the entity to evaluate performance, per the program. The program must be able to evaluate system performance, quality of service, and level of customer satisfaction. The following measures are generally accepted mass transit performance indicators that will be required to be tracked per the program:

- Ridership
- On-time performance
- Passengers per mile
- Number and nature of complaints received from customers
- Call center performance
- Number and nature of incidents
- Number of vehicle breakdowns
- Complementary paratransit service missed trips
- Complementary paratransit service delays
- Revenue, expenses and cost recovery
- Cost per vehicle mile
- Revenue per passenger and revenue per mile

Annual updates to the TDP shall be in the form of a progress report and shall include:

- Detailed description of goals achieved
- Identification of areas of TDP that need to be addressed, based on implementation challenges, and description of proposed action items to ensure the TDP is implemented as planned
- Analysis of service based on performance measures identified in the PEP
- Description of any proposed changes to transit service for the upcoming year
- Any revisions to strategies and policies
- Any revisions to funding plan

Sun Metro Service Expansion Policy (SEP)

Appendix C: Timeline Table

<i>Item</i>	<i>Requirement</i>	<i>Time Period</i>
Service Expansion Proposals	Proposals from local government entities, including required resolution and TDP must be submitted to Sun Metro prior to a SEP agreement being executed	Accepted September 1 – March 30 for following fiscal year
TDP Span	Complete TDP, per Appendix A and Appendix B	Must cover a three-year period
Funding	Resolution adopted by local government entity committing funding for service expansion	12-month funding period
SEP Agreement	Agreement between Sun Metro and local government entity for transit service expansion within the UZA	Executed following adopted resolution by local government entity and completion of TDP
Section 5307 Funds Share Amounts	Calculation of shares will be performed annually by Sun Metro and presented to MTB	Director of Sun Metro will issue correspondence with share amounts following action by MTB for local government entities that have entered into an SEP agreement with Sun Metro
Split Letter	Sun Metro will submit split letter to FTA to identify Section 5307 share of funding to a direct recipient	For new service, upon completion of TDP and execution of SEP agreement, for the following fiscal year; for continued service, upon receipt of annual TDP update
TDP Update	Progress report, per Appendix B	Annually, on the anniversary of the executed SEP agreement with the local government entity
Policy Revision	Requestor must notify MTB, in writing, through Director of Sun Metro, and MPO, through Executive Director of MPO, and include proposed revision	Director and Executive Director will have 90 days to review revision and receive comment prior to recommending approval or denial by their respective boards; after board action, Director will issue revised policy within 30 days to local government entities that have entered into an SEP agreement with Sun Metro

Sun Metro Service Expansion Policy (SEP)

Appendix D: Grants for Bus and Bus Facilities Section 5339

Purpose

The Grants for Buses and Bus Facilities program (49 U.S.C. 5339) makes Federal resources available to States and designated recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.

Statutory References

49 U.S.C. Section 5339 / FAST Act Section 3017

Program Guidance

FTA Circular C 5100.1, Bus and Bus Facilities Program: Guidance and Application Instructions

Eligible Recipients

- Eligible Recipients include designated recipients that operate fixed route bus service or that allocate funding to fixed route bus operators; and State or local governmental entities that operate fixed route bus service that are eligible to receive direct grants under 5307 and 5311
- Subrecipients - An eligible recipient that receives a grant under the formula or discretionary programs may allocate amounts from the grant to subrecipients that are public agencies or private nonprofit organizations engaged in public transportation.

Eligible Activities

- Capital projects to replace, rehabilitate and purchase buses, vans, and related equipment, and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.

Funding

- Federal Share - The Federal share is not to exceed 80 percent of the net project cost.
- Apportionment Formula - The remainder of program funds will be apportioned based on population and service factors using the Section 5307 Urbanized Area Formula Program apportionment formula.
- Period of Availability - Funds are available for three years after the fiscal year in which the amount is apportioned.

Section 5339 funding in the El Paso UZA is available to designated recipients. The recipient designation process is outlined in FTA Circular 9030.1E. Sun Metro, as a designated recipient, chooses not to enter into pass-through arrangements with sub-recipients for Section 5339 funds, so eligible recipients must become designated recipients to access funding directly from FTA.

CITY CLERK DEPT
2021 NOV 18 PM 4:39**RESOLUTION****BE IT RESOLVED BY THE MASS TRANSIT DEPARTMENT BOARD OF THE CITY OF EL PASO:**

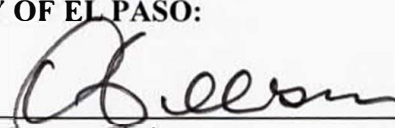
That the City Council approves the Sun Metro Service Expansion Policy ("Policy") defining four methods for service to jurisdictions within the El Paso Urbanized Area.

That the City Council also approves the exception to the policy to issue a split letter for FY22 to the Federal Transit Administration ("FTA") and the South Central Regional Transit District for this cycle only.

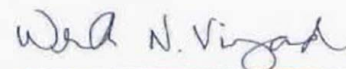
That the City Manager be authorized to sign a split letter to the FTA regarding the utilization of FTA Urbanized Area Formula Funding Program (49 U.S.C. 5307) for the South Central Regional Transit District for the current funding cycle and for future funding cycles when eligibility is established.

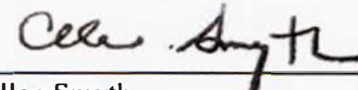
That the City Manager be authorized to execute any agreements or verifications required to effectuate the Service Expansion Policy.

APPROVED this 9th day of November 2021.

CITY OF EL PASO:

Oscar Leeser, Chair
Mass Transit Department Board**ATTEST:**


Laura D. Prine
City Clerk**APPROVED AS TO FORM:**

Wendi N. Vineyard
Assistant City Attorney**APPROVED AS TO CONTENT:**

Ellen Smyth
Managing Director, Sun Metro

Of November 19, 2021

Vice-Chairperson Walter Miller called the Transportation Policy Board (TPB) meeting to order at 9:34 am at the El Paso MPO Board Room, 211 N. Florence, 1st Floor, Suite 103, El Paso, TX, also conducted the meeting telephonically and by video conference. TPB Member attendance was as follows:

(Meeting began with 22 members)

1. Approve the minutes of the October 22, 2021 Transportation Policy Board (TPB) meeting.
Motion to approve the minutes for the October 22, 2021 Transportation Policy Board (TPB) meeting, made by Mayor Oscar Leoser, and seconded by Representative Cissy Lizarraga. Motion passed unanimously.
2. Approve the Sun Metro Service Expansion Policy.
Motion to approve the Sun Metro Service Expansion Policy, made by Mayor Javier Perea, and seconded by Ellen Smyth. Motion passed Unanimously.

3. Authorize MPO Executive Director to sign the Contract Amendment between Texas Commission on Environmental Quality and El Paso Metropolitan Planning Organization, contract number 582-20-119790.

Motion to authorize MPO Executive Director to sign the Contract Amendment between Texas Commission on Environmental Quality and El Paso Metropolitan Planning Organization, contract number 582-20-11979, made by Ricardo Samaniego, and seconded by Iliana Holguin. Motion passed unanimously.

- Cassandra Hernandez commented
- Sam Rodriguez commented
- Ellen Smyth commented

REPORTS AND DISCUSSION:

4. Preliminary funding estimate for TxDOT FY 2023 Unified Transportation Program and potential benefits for El Paso MPO Region

Status report provided by EPMPO – Eduardo Calvo

- Trent Doolittle commented
- Cassandra Hernandez commented

5. Regional Mobility Strategy (RMS) 2050 MTP, TIP, and Transportation Conformity Report (TCR) Schedule Update

Status report provided by EPMPO – Salvador Gonzalez-Ayala

6. RMS 2020 Project Status Report

Status report provided by EPMPO – Eduardo Calvo

7. Executive Director Report

Status report provided by EPMPO – Eduardo Calvo

The **next meeting** of the TPB is scheduled for **9:00 a.m.** on **December 19, 2021** at the El Paso MPO Office located at 211 N. Florence Street, Suite 103 (MPO Boardroom on 1st Floor), El Paso, TX 79901.

EXECUTIVE SESSION:

*The Transportation Policy Board may retire into **EXECUTIVE SESSION** pursuant to the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the Transportation Policy Board may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The Transportation Policy Board will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.*

8. Adjournment.

Motion to adjourn at 10:32 a.m. made by Ricardo Samaniego, seconded by Oscar Leeser . Motion carried unanimously.

**These projects met the seven-day public comment requirement of the El Paso MPO's Public Participation Plan.*

Approved as to content:



Marisol Enriquez, Recording Secretary of the
Transportation Policy Board for the El Paso MPO Study Area



Transportation Policy Board

César J. Blanco Chair

Texas State Senator

Javier Perea Vice-Chair

Mayor, City of Sunland Park, NM

Chris Canales

City of El Paso Representative

Ramon Cano

Mayor, Town of Clint

Joseph Cervantes

New Mexico State Senator

Miguel Chacon

Mayor, City of San Elizario, TX

Alejandra Chavez

City of El Paso Representative

Aaron Chavarria, P.E.

District Engineer, NMDOT

Rudy Cruz Jr.

Mayor, City of Socorro

Anthony DeKeyzer

Director Sun Metro, City of El Paso

Art Fierro

City of El Paso Representative

Gloria Gameros

Doña Ana County

Mary E. Gonzalez

Texas State Representative

Yvette Hernandez, P.E.

City Engineer, City of El Paso

Iliana Holguin

Commissioner, El Paso County

Renard Johnson,

Mayor, City of El Paso

Jose Landeros

Deputy County Administrator,

Dionne Mack

City Manager, City of El Paso

Vacant

New Mexico State Representative

Walter Miller

Alderman, Horizon City

Joe Moody

Texas State Representative

Eddie Morales

Texas State Representative

Diana Murillo

Mayor, City of Anthony, NM

Tony Nevarez

Director of Aviation,

El Paso International Airport

Claudia Ordaz

Texas State Representative

Vincent Perez

Texas State Representative

Rachel Quintana

Mayor, Village of Vinton

Ricardo Samaniego

County Judge, El Paso County

Tomas Trevino, P.E.

District Engineer, TxDOT

Anthony Turner

Mayor, Town of Anthony

Eduardo Calvo, AICP

Executive Director

February 28, 2025

Anthony DeKeyzer, Director
Sun Metro
10151 Montana Avenue
El Paso, TX 79925

CC: David Armijo, Executive Director – South Central Regional Transit District

Subject: Recommendation on the *Interlocal Agreement for Service Expansion*

Dear Mr. DeKeyzer,

The El Paso Metropolitan Planning Organization (EPMPO), in fulfillment of its role in the regional transportation planning and funding decision-making process, and as particularly outlined in the Sun Metro *Service Expansion Policy*, hereby recommends the timely execution of the *Interlocal Agreement for Service Expansion* as proposed between the City of El Paso and South Central Regional Transit Agency (SCRTD). EPMPO has reviewed the Transit Development Plan submitted by SCRTD, and finds that the plan fulfills the expectations and requirements described in the *Service Expansion Policy*. The split of FTA 5307 Urbanized Area Formula Grant funding between Sun Metro and SCRTD furthers regional cooperation and will contribute to improved public transportation service opportunities for the public.

If you have any questions or comments, please contact me at ecalvo@elpasompo.org or (915) 212-0258.

Sincerely yours,

Eduardo Calvo, AICP
Executive Director