



AGENDA FOR THE MASS TRANSIT DEPARTMENT BOARD MEETING

**August 05, 2025
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
11:30 AM**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 247-050-702#

Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling either of the numbers listed above and entering the corresponding conference ID.

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

<https://www.elpasotexas.gov/city-clerk/forms/>

<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>

A quorum of the Mass Transit Department Board must participate in the meeting.

ROLL CALL

CALL TO THE PUBLIC – PUBLIC COMMENT:

This time is reserved for members of the public who would like to address the Mass Transit Department Board on items that are not on the Mass Transit Department Board Agenda.

Members of the public may communicate with Board Members during public comment, and

regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 247-050-702#

A sign-up form is available on line at:

<https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

for those who wish to sign up in advance of the meeting date. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Thirty minutes in total is allotted for speakers.

NOTICE TO THE PUBLIC:

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by Mass Transit Department Board to be routine and will be enacted by one motion unless separate discussion is requested by Board Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. The Mass Transit Department Board may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT MASS TRANSIT DEPARTMENT BOARD MEMBERS

1. Request to excuse absent Mass Transit Board Members. [25-159](#)

CONSENT AGENDA - RESOLUTIONS:

2. A Resolution that the City Manager or designee(s) be authorized to sign a Marketing Partner Agreement between the City of El Paso and Van Wagner for the City to obtain advertising opportunities for the services provided by Sun Metro and as further described in the Agreement for an initial term of one year at a cost of \$35,000.00, and two, one-year options to extend the contract for a total cost of \$105,000.00; that the City Manager or designee be authorized to administratively exercise future options without the need for further Mass Transit Department Board approval; and that the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and related documents after review and approval by the City Attorney's office, necessary to carry out the intent of this Resolution. [25-936](#)

All Districts

Sun Metro Mass Transit, Anthony R. DeKeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

3. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0136 Camera Systems, Parts and Service to Iris Infrared & Intelligent [25-931](#)

Sensors NA, Inc., the sole and authorized distributor of IRIS cameras a proprietary on-board camera system for a term of three (3) years for an estimated amount of \$2,499,564.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to replace the camera systems in the current vehicle fleet and software licenses.

Contract Variance:
No Contract Variance

Department:	Sun Metro - Mass Transit
Award to:	Iris Infrared & Intelligent Sensors NA, Inc.
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	3 Years
Total Contract Time:	3 Years
Initial Term Estimated Award:	\$2,499,564.00
Total Estimated Award:	\$2,499,564.00
Account(s):	560-3210-60040-533020-P6016-G6022TSGP-Project P6022TSGP
Funding Source(s):	2022 Transit Security Grant
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 (7) a procurement of items that are available from only one source, (D) Captive Replacement Parts or Components.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to Iris Infrared & Intelligent Sensors NA, Inc., under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and execute any and all documents necessary for execution of this award.

All Districts

Sun Metro Mass Transit, Anthony R. DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-3470

4. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0462 Trapeze Software and Equipment Maintenance to Trapeze Software Group, Inc., dba Vontas, the sole and authorized distributor of the Transit Master & Response Master CAD & A VL software for a term of five (5) years for an estimated amount of \$2,066,911.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to maximize dispatchers efficiency. Transit Master CAD/AVL software automatically coordinates real-time includes; automated vehicle monitoring, single point of log-on, intelligent decision support.

[25-935](#)

Contract Variance:

The difference based in comparison to the previous contract is as follows:
An increase of \$681,892.00, which represents a 49.23% increase due to additional scope of work: 1) the Infotainment and 2) management system for the in-bus signs and the on-street signs and increased operational costs due to rising wages and expenses for tech companies.

Department:	Sun Metro - Mass Transit
Award to:	Trapeze Software Group, Inc., dba Vontas
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	5 Years
Total Contract Time:	5 Years
Initial Term Estimated Award:	\$2,066,911.00
Total Estimated Award:	\$2,066,911.00
Account(s):	560 - 3215 - 60060 - 522020 - P6005
Funding Source(s):	Sun Metro Operating Funds
District(s):	All

Non-Competitive Procurement under Local Government General Exemption:
Section 252.022 (7) (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies, (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro)
Departments recommend award as indicated to Trapeze Software Group, Inc., dba Vontas under the exemptions listed above.

It is requested that the City Manager be authorized to establish the funding sources and execute any and all documents necessary for execution of this award.

All Districts

Sun Metro Mass Transit, Anthony R. DeKeyzer, (915) 212-3306
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

EXECUTIVE SESSION

The Mass Transit Department Board of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and 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 Mass Transit Department Board of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The Mass Transit Department 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.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS

Section 551.076 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED
MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

**MASS TRANSIT BOARD AGENDAS ARE PLACED ON THE INTERNET THE THURSDAY
PRIOR TO EACH MEETING AT THE FOLLOWING ADDRESS:**

<http://www.elpasotexas.gov/>



Legislation Text

File #: 25-159, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Request to excuse absent Mass Transit Board Members.



Legislation Text

File #: 25-936, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Sun Metro Mass Transit, Anthony R. DeKeyzer, (915) 212-3306

Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the City Manager or designee(s) be authorized to sign a Marketing Partner Agreement between the City of El Paso and Van Wagner for the City to obtain advertising opportunities for the services provided by Sun Metro and as further described in the Agreement for an initial term of one year at a cost of \$35,000.00, and two, one-year options to extend the contract for a total cost of \$105,000.00; that the City Manager or designee be authorized to administratively exercise future options without the need for further Mass Transit Department Board approval; and that the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and related documents after review and approval by the City Attorney's office, necessary to carry out the intent of this Resolution.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Ryan Brookins

Business Name Van Wagner/ UTEP Athletics

Agenda Item Type Corporate Partnerships

Relevant Department Athletics

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Ryan Brookins Date: 7/16/2025

**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: _____

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

RESOLUTION

WHEREAS, University of Texas at El Paso (“UTEP”) contracts with Van Wagner to offer Marketing Partner packages on behalf of UTEP’s Intercollegiate Athletics Department (“UTEP Athletics”); and

WHEREAS, entering into an Agreement for the purchase of a Marketing Partner package allows the Marketing Partner to obtain benefits such as advertising opportunities during UTEP’s athletic games and UTEP Athletics social media postings; and

WHEREAS, UTEP games are attended by citizens and non-citizens of the City and therefore messages displayed during the games and on UTEP Athletics social media reach a large and unique population; and

WHEREAS, the City desires to enter into this Agreement as a Marketing Partner to use the advertising opportunities offered by UTEP and Van Wagner in order to educate the public about services provided by the Mass Transit Department of the City (“Sun Metro”) as well as encourage participation in the various services; and

WHEREAS, the Marketing Partner package the City wishes to purchase is for an initial term of one year at a cost of \$35,000.00 and two, one-year options to extend the contract, each option at a cost of \$35,000, for a total contract cost of \$105,000.00; and

WHEREAS, entering into this Agreement serves the public purpose of promoting the visual image of the City as well as nurturing and promoting a healthy and sustainable community.

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

That the Mass Transit Department Board of the City of El Paso finds the above recitals to be true and correct.

That the City Manager or designee(s) be authorized to sign a Marketing Partner Agreement between the City of El Paso and Van Wagner for the City to obtain advertising opportunities for the services provided by Sun Metro and as further described in the Agreement for an initial term of one year at a cost of \$35,000.00, and two, one-year options to extend the contract for a total cost of \$105,000.00.

That the City Manager or designee be authorized to administratively exercise future options without the need for further Mass Transit Department Board approval.

That the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and related

documents after review and approval by the City Attorney's office, necessary to carry out the intent of this resolution.

APPROVED this _____ day of _____, 20__.


MASS TRANSIT DEPARTMENT BOARD:

Renard U. Johnson
Chair

ATTEST:


Laura Prine
Secretary

APPROVED AS TO CONTENT:



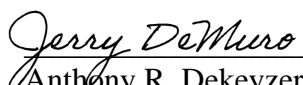
Claudia A. Garcia, Director
Purchasing & Strategic Sourcing

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



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

MARKETING PARTNER AGREEMENT

THIS MARKETING PARTNER AGREEMENT (this "**Agreement**") is effective this _____ day of _____, 2025 between the **City of El Paso** by and through its **El Paso Sun Metro Department**, a home rule municipal corporation ("**City**" and "**MARKETING PARTNER**"), and Van Wagner Sports & Entertainment, LLC, College Division, a New York limited liability company ("**Licensee**").

RECITALS:

Subject to the approval of the **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("Board")** and **THE UNIVERSITY OF TEXAS AT EL PASO ("University")**, Licensee has the right to grant **MARKETING PARTNER** certain **MARKETING PARTNER** benefits on behalf of the University's Intercollegiate Athletics Department ("**Athletics Department**"). Board and University are sometimes collectively referred to as "University."

MARKETING PARTNER desires to identify itself as an official **MARKETING PARTNER ("Official MARKETING PARTNER")** of University's Athletics Department and receive the **MARKETING PARTNER** rights provided for in this Agreement in exchange for the **MARKETING PARTNER** payment described in **Section 4** of this Agreement.

MARKETING PARTNER desires to enter into the Agreement to educate the public about services provided by the El Paso Sun Metro Department in order to enhance the quality of life of the citizens of El Paso, promote the visual image of the City of El Paso and nurture and promote a healthy and sustainable community.

MARKETING PARTNER is aware that the terms of this Agreement will not incorporate or affect any philanthropic gifts issued to University by **MARKETING PARTNER**.

In consideration of good and valuable consideration received and hereby acknowledged to be adequate, **MARKETING PARTNER** and Licensee agree as follows:

1. MARKETING PARTNER Recognition.

1.1 Recognition. **MARKETING PARTNER** will be recognized as set forth on **Attachment X to SCHEDULE 2 EXHIBIT C**, attached herein and incorporated for all purposes, so long as such recognition complies with **Section 1.2** below, and satisfies the qualified **MARKETING PARTNER** requirements under the then current Treasury Regulations. All **MARKETING PARTNER** recognition provided under this Agreement is collectively referred to as "**MARKETING PARTNER Recognition.**" All **MARKETING PARTNER** Recognition materials provided or permitted under this Agreement are collectively referred to as "**MARKETING PARTNER Recognition Material.**" If because of any change, cancellation or other event or circumstance Licensee is not able to provide any **MARKETING PARTNER** Recognition or substitute or alternative **MARKETING PARTNER** Recognition of comparable value that **MARKETING PARTNER** approves (such approval not to be unreasonably withheld, delayed or conditioned), the **MARKETING PARTNER** Payment for the applicable Contract Year(s) shall be reduced by the value of the **MARKETING PARTNER** Recognition that was not provided as such value shall reasonably be determined by Licensee and **MARKETING PARTNER** acting in good faith.

1.2 No Endorsements or Calls to Action. Notwithstanding any other term or condition of this Agreement to the contrary, no **MARKETING PARTNER** Recognition Material or recognition of **MARKETING PARTNER** of any other any kind, may state or imply that University endorses a particular company, organization or any other entity, including **MARKETING PARTNER**, or any other entity's goods or services, including **MARKETING PARTNER**'s goods or services. **MARKETING PARTNER** will not have the right to display a message in **MARKETING PARTNER** Recognition Material that contains a comparative or qualitative description of **MARKETING PARTNER**'s goods or services, price information about **MARKETING PARTNER**'s goods or

services, or any other message that is a call to action related to MARKETING PARTNER's goods or services.

2. Term; Termination.

2.1 Term. The term ("**Term**") of this Agreement will commence on September 1, 2025 (the "**Effective Date**"). The initial term will be for a duration of one year, from September 1, 2025 through August 31, 2026. The City will have the right to extend the term of the agreement for 2 (two), one-year periods (each an "**Option to extend**"). To exercise the option to extend the agreement, the City shall provide notice to Licensee at least 30 days prior to the expiration of the agreement in accordance with the notice provisions of this agreement. The City shall have the sole right to extend the agreement past the initial term. "**Contract Year**" means for the first Contract Year that period of time beginning on the Effective Date and ending on August 31, 2026. "**Option Contract Year 2**", means for the Second Contract Year that period of time beginning on September 1, 2026, and ending on August 31, 2027; "**Option Contract Year 3**", means for the Third Contract Year that period of time beginning on September 1, 2027 and ending on August 31, 2028.

2.2 Term Subject to Rights Agreement; Termination upon Expiration or Termination of Rights Agreement. MARKETING PARTNER acknowledges and agrees that the rights and privileges granted by Licensee under this Agreement are subject to (1) that certain Trademark License Agreement dated effective May 1, 2019 between Licensee, University and Board; and (2) that certain Agreement for Use of Designated Marks in connection with Multimedia Rights Marketing Program dated effective May 1, 2019, between Licensee, University and Board, (collectively, the "**Rights Agreement**"). If the Rights Agreement expires or terminates at any time during the Term of this Agreement, University may, at its option, assume all obligations and rights under this Agreement. If the Rights Agreement expires or terminates at any time during the Term of this Agreement and if University does not assume all obligations and rights under this Agreement, Licensee may, at its option, terminate this Agreement. Any amounts that have accrued and are due to Licensee at the time of termination of this Agreement will be paid to Licensee within thirty (30) days after MARKETING PARTNER's receipt of written notice of termination. Any amounts that accrue and are due after the termination of this Agreement will be paid to University in accordance with the terms of this Agreement.

If Licensee terminates this Agreement under this Section, the parties acknowledge that MARKETING PARTNER will only be required to pay for a pro-rata portion of the MARKETING PARTNER Payment based on MARKETING PARTNER Recognition actually provided to MARKETING PARTNER prior to termination of this Agreement. If MARKETING PARTNER has, as of the effective date of termination of this Agreement, paid to Licensee more than that pro-rata amount, Licensee will promptly refund the difference to MARKETING PARTNER.

2.3 Termination for Convenience. Either party may terminate this Agreement for convenience by providing sixty (60) days written notice to the other Party.

2.4 Termination with Cause.

2.4.1 Licensee may terminate this Agreement, effective upon delivery of a written termination notice, without prejudice to any other legal or equitable rights to which it may be entitled, if:

(i) (a) MARKETING PARTNER defaults in the payment of any amounts owing to Licensee hereunder or the delivery of any In Kind Payment due hereunder when due and such default is not cured within five (5) days of MARKETING PARTNER's receipt of written notice thereof from Licensee; or (b) MARKETING PARTNER fails to perform a material duty or obligation under this Agreement, and that failure is not (1) cured to the satisfaction of Licensee within thirty (30) days following written notice of the failure to MARKETING PARTNER, or (2) to the extent not reasonably curable within the thirty (30) day time period, attempted to be cured within the thirty

(30) day period and, thereafter, pursued diligently until cured to the satisfaction of Licensee within a reasonable time period, and in the event of each of the foregoing, MARKETING PARTNER shall pay to Licensee promptly but in no event more than fifteen (15) days following the termination date, all remaining unpaid portions of the Cash MARKETING PARTNER Payment owing hereunder for the remainder of the Term and, if applicable, at the request of Licensee or University, deliver to University any remaining In Kind MARKETING PARTNER Payment owing under this Agreement for the remainder of the Term; or

(ii) any of the representations or warranties made by MARKETING PARTNER prove to be untrue or inaccurate in any material respect, in which event, MARKETING PARTNER shall pay to Licensee promptly but in no event more than fifteen (15) days following the termination date, all remaining unpaid portions of the Cash MARKETING PARTNER Payment owing hereunder for the remainder of the Term and, if applicable, at the request of Licensee or University, deliver to University any remaining In Kind MARKETING PARTNER Payment owing under this Agreement for the remainder of the Term: or

(iii) MARKETING PARTNER (or any of MARKETING PARTNER's representatives, employees, agents, or assigns) has engaged in conduct that is a violation of Rules and Regulations, or University shall determine that continued affiliation with MARKETING PARTNER would be inconsistent with the University's mission and philosophy and/or would adversely affect the reputation of the University, and in the event of each of the foregoing, MARKETING PARTNER will only be required to pay for a pro-rata portion of the MARKETING PARTNER Payment due to Licensee based on the MARKETING PARTNER Recognition actually provided to MARKETING PARTNER by Licensee prior to termination. In the event that MARKETING PARTNER has, as of the effective date of termination, paid to Licensee more than the pro-rata amount, Licensee will promptly refund the difference to MARKETING PARTNER.; or

(iv) MARKETING PARTNER becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated businesses, whether voluntarily or otherwise, in which event, MARKETING PARTNER shall pay to Licensee, promptly but in no event more than fifteen (15) days following the termination date, all remaining unpaid portions of the Cash MARKETING PARTNER Payment owing hereunder and, if applicable, at the request of Licensee or University, deliver to University any remaining In-Kind MARKETING PARTNER Payment owing hereunder, for the remainder of the Term.

2.4.2 MARKETING PARTNER may terminate this Agreement, effective upon delivery of a written termination notice, without prejudice to any other legal or equitable rights to which it may be entitled if:

(i) Licensee fails to perform a material duty or obligation under this Agreement, and that failure is not (1) cured to the satisfaction of MARKETING PARTNER within thirty (30) days following written notice of the failure to Licensee, or (2) to the extent not reasonably curable within the thirty (30) day time period, attempted to be cured within the thirty (30) day period and, thereafter, pursued diligently until cured to the satisfaction of MARKETING PARTNER within a reasonable time period; or

(ii) any of the representations or warranties made by Licensee in this Agreement prove to be untrue or inaccurate in any material respect; or

(iii) Licensee becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated businesses, whether voluntarily or otherwise; or

(iv) an officer or senior administrator of University or University's Athletic Department engages in behavior or activity that has caused damage to MARKETING PARTNER's brand image, and/or engages in conduct involving moral turpitude or is shocking, insulting, or offensive to a substantial number of people of any class or group.

In the event of termination under this Section 2.3.2, MARKETING PARTNER shall not be obligated to pay any further Cash MARKETING PARTNER Payment or In Kind Property Payment for the Contract Years subsequent to the termination of this Agreement, and Licensee shall return to MARKETING PARTNER a pro rata refund of the Cash MARKETING PARTNER Payment paid by MARKETING PARTNER for the Contract Year in which the termination occurs based on the MARKETING PARTNER Recognition provided to MARKETING PARTNER by Licensee prior to termination.

2.5 University's Rights to Terminate. Because University is a third-party beneficiary of this Agreement, in addition to University's rights to terminate under **Section 3**, University may immediately terminate this Agreement upon written notice to Licensee and MARKETING PARTNER, if University determines that MARKETING PARTNER (or any of MARKETING PARTNER's representatives, employees, agents, or assigns) has engaged in conduct that is a violation of University Rules and Regulations and/or continued affiliation with MARKETING PARTNER is inconsistent with University's mission or philosophy and/or adversely impacts the reputation of University. If University terminates this Agreement under this **Section 2.5**, MARKETING PARTNER will only be required to pay for a pro-rata portion of the MARKETING PARTNER Payment due to Licensee based on the MARKETING PARTNER Recognition actually provided to MARKETING PARTNER by Licensee prior to termination. In the event that MARKETING PARTNER has, as of the effective date of termination, paid to Licensee more than the pro-rata amount, Licensee will promptly refund the difference to MARKETING PARTNER.

2.6 Continuing Obligations. Expiration or termination of this Agreement for any reason will not relieve either party from its obligation to (i) perform up to the effective date of such expiration or termination, or (ii) perform such obligations as may survive expiration or termination.

3. **Approval of Agreement by University.**

This Agreement is subject to the approval by University. Licensee will submit this Agreement to University to obtain approval prior to Licensee's execution of this Agreement. In the event University's approval is not given, this Agreement will be void and of no effect and each party will be relieved of any and all obligations hereunder.

4. **MARKETING PARTNER Payment.**

As consideration for the rights granted to MARKETING PARTNER under this Agreement, MARKETING PARTNER will pay to Licensee thirty-five thousand DOLLARS (\$35,000) in Year one (1) ("**Cash MARKETING PARTNER Payment**"). The Cash MARKETING PARTNER Payment will be payable in one (1) installment on the dates and in the amounts indicated below:

Contract Year 1	\$35,000	due September 1, 2025 (FOOTBALL ONLY)
Option: Contract Year 2	\$35,000	due September 1, 2026 (FOOTBALL ONLY)
Option: Contract Year 3	\$35,000	due September 1, 2027 (FOOTBALL ONLY)

5. **Payment and Billing.**

5.1 Manner of Payment. Unless otherwise provided by this Agreement, MARKETING PARTNER Payments under this Agreement will be made by check or ACH payable to Licensee thirty (30) days from the invoice date.

5.2 Time/Late Payments. MARKETING PARTNER (or MARKETING PARTNER's agent executing this Agreement in the event MARKETING PARTNER fails to make payments) will pay the MARKETING PARTNER Payment in accordance with **Section 4** of this Agreement. Failure to pay the MARKETING PARTNER Payment on the date(s) specified in **Section 4** of this Agreement will constitute a breach of this Agreement, except where Licensee fails to issue an invoice to MARKETING PARTNER for the amount due. In the event of a breach, Licensee may exercise all its legal rights and remedies and immediately suspend all future MARKETING PARTNER Recognition under this Agreement MARKETING PARTNER.

6. Reserved.

7. MARKETING PARTNER's Agent.

Any person signing this Agreement as an agent of MARKETING PARTNER represents and warrants that he or she has full power and authority as an agent of MARKETING PARTNER to sign this Agreement on behalf of MARKETING PARTNER and bind MARKETING PARTNER to all of the terms and conditions of this Agreement. Any person signing this Agreement as an agent must provide to Licensee for Licensee's approval documentation evidencing the authority of agent to represent and bind MARKETING PARTNER (the "**Evidence of Authority**"). Agent must provide, and Licensee must approve, the Evidence of Authority prior to MARKETING PARTNER receiving any MARKETING PARTNER Recognition or any other rights provided under this Agreement.

8. Notices.

Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreements will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received.

If to Licensee: Van Wagner Sports & Entertainment, LLC
800 Third Avenue, 28th Floor
New York, NY 10022
Attn: Mike Palisi, Executive Vice President
Email: mpalisi@vanwagner.com

With copy to: Van Wagner Sports & Entertainment, LLC
800 Third Avenue, 28th Floor
New York, NY 10022
Attn: Steve S. Pretsfelder, Esq.
Email: spretsfelder@vanwagner.com

and copies to University: The University of Texas at El Paso
VP for Business Affairs
500 West University Ave.
El Paso, TX 79968
Attn: Mark McGurk
Email: _____

If to MARKETING PARTNER: City of El Paso
Attn: City Manager

P.O. Box 1890
El Paso, TX 79950-1890

And: City of El Paso Mass Transit Department (Sun Metro)
Attn: Director
10151 Montana Ave.
El Paso, Texas 79925
Email: _____

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

9. General.

9.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between MARKETING PARTNER and Licensee and will supersede any and all other agreements between the parties whether verbal or otherwise. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of both parties.

9.2 Confidentiality; Texas Public Information Act. Notwithstanding any terms and conditions herein to the contrary, Licensee understands and acknowledges that (i) University is an agency of the State of Texas, (ii) MARKETING PARTNER is a home rule municipal corporation, and (iii) the parties acknowledge that both MARKETING PARTNER and University are subject to the provisions of the Texas Public Information Act, Chapter 552, *Texas Government Code ("Act")*. Nothing in this Section 10.2 or elsewhere in this Agreement will be construed to prevent or restrict University or MARKETING PARTNER from full compliance with the Act.

9.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

9.4 Subject to Laws, Regulations and Rules. This Agreement and all rights granted under this Agreement are subject to and MARKETING PARTNER agrees to comply with (i) all applicable federal, state, and municipal, laws, regulations, codes, ordinances and orders (**collectively, the "Applicable Laws"**), (ii) all applicable provisions of the constitution, bylaws, rules, legislation, interpretations, policies and procedures of the National Collegiate Athletic Association ("**NCAA**") (including those related to the use of a student-athlete's name or likeness), and **University's** intercollegiate athletic conference, and any other athletic organization with jurisdiction (collectively, "**Athletic Organization Rules**"); and (iii) all applicable University Rules. For purposes of this Agreement, "**University Rules**" means (i) the *Rules and Regulations* of the Board of Regents of The University of Texas System found at <https://www.utsystem.edu/offices/board-regents/rules-and-regulations>; (ii) the policies of The University of Texas System found at <https://www.utsystem.edu/sites/policy-library>; (iii) the institutional rules and regulations and policies of University (which may be found at <https://www.utep.edu/vpba/hoop/>; and University's *Standards of Conduct Guide*, which is located at <https://www.utep.edu/compliance/resources/index.html>.

9.5 Controlling Law; Interpretation. El Paso County, Texas, will be the proper place of venue for suit on or in respect of this Agreement and any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without regard to any conflict of laws rule or principle. No provision of this Agreement will be construed against or interpreted to the disadvantage of any party by any court or other

governmental or judicial authority by reason of that party having or being deemed to have drafted, structured or dictated such provision. This paragraph shall survive termination of this Agreement.

9.6 Assignment; Waiver. This Agreement, including the rights under it, may not be assigned or transferred by MARKETING PARTNER, nor may Licensee be required to broadcast or publish MARKETING PARTNER Recognition Materials that recognize or benefit any entity other than MARKETING PARTNER. Failure of Licensee or MARKETING PARTNER to enforce any provision of this Agreement will not be construed as a general relinquishment or waiver as to that provision or any other provision of this Agreement.

9.7 Captions. The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

9.8 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

9.9 Severability. In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

9.10 Independent Contractor. MARKETING PARTNER and Licensee shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, legal partnership or joint venture of employment between MARKETING PARTNER and Licensee.

9.11 Survival of Provisions. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination.

9.12 University Third Party Beneficiary. The parties agree that University is a third-party beneficiary of this Agreement.

9.13 Authorization to Enter Agreement. The individual signing this Agreement on behalf of each party acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the party to the terms and conditions of this Agreement.

9.14 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.

(signatures begin on the following page)

The parties have executed this Agreement as of the dates indicated below.

"Licensee"

Van Wagner Sports & Entertainment, LLC

By: Ryan Brookins

Name: Ryan Brookins

Title: Director of Sales


Date: 7/15/2025

EXECUTED this the _____ day of _____, 2025.

THE CITY OF EL PASO:

Dionne L. Mack
City Manager

APPROVED AS TO CONTENT:



Claudia A. Garcia, Director
Purchasing & Strategic Sourcing

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



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

Attached:

**Attachment X to SCHEDULE 2 of EXHIBIT C — MARKETING PARTNER
Recognition & Guidelines**

Attachment X to Schedule 2 of EXHIBIT C
MARKETING PARTNERSHIP RECOGNITION &
GUIDELINES

1. Specific Recognition

1.1 Official Marketing Partner Designation

Marketing Partner may incorporate the designation "El Paso Sun Metro" as an Official Marketing Partner of The University of Texas at El Paso Intercollegiate Athletics" in banners, announcements, logos, commercials, or products and other material used in connection with this Agreement.

Rights to use the UTEP Athletics marks for internal and external marketing, as well as for promotional purposes per prior written approval from UTEP/Van Wagner.

1.2 Sun Bowl Football Videoboard Commercial

Marketing Partner will receive one (1) :30 commercial on the main videoboard at the Sun Bowl Stadium. Commercial will air once during pregame or once during halftime TBD.

1.3 Sun Bowl Football LED Signage

Marketing Partner will receive a minimum of 2:00 minutes of exposure on all five LEDs during each home football game at Sun Bowl Stadium. Opportunities include:

- Two (2) 36' x 7' TV- Visible field level LEDs
- Two (2) 60' x 4' South end-zone LEDs
- One (1) 240' x 3' North LED

1.4 Football Sun Metro Streetcar Pickup

Marketing Partner will be the Marketing Partner of the Sun Metro Streetcar Pickup location that's located in front of the Don Haskins Center on Glory Rd. Opportunities include:

- Static sign on wall at Glory Rd. location that is co-branded with UTEP
- :10 PA announcement before every game reminding fans of the streetcar pickup location.
- Videoboard recognition during announcement.

1.5 Football In-game Promotion

Marketing Partner will be the Marketing Partner of a TBD in game promotion at all home UTEP Football games played at Sun Bowl Stadium. Opportunities include:

- Videoboard recognition
- :10 PA announcement
- MOE (Moment of Exclusivity. Own all LED's simultaneously) on LED's

1.6 Football Digital Game Day Programs

Marketing Partner will receive one (1) full-page color ad in the UTEP football digital game day programs for each home UTEP Football game.

1.7 Digital

Marketing Partner will receive rotating banner ad on main UTEP Athletics website Marketing Partner will receive logo placement on UTEP Athletics website tab Marketing Partner will receive logo placement on UTEP Athletics Marketing Partner scroll.

1.8 Social Media

Marketing Partner will receive General Posts promoting El Paso Sun Metro initiatives.

Marketing Partner will receive one (1) post pre-game Football reminding fans about the Sun Metro Streetcar Pickup location.

1.9 ESPN+ TV Streaming Commercial

Marketing Partner will receive one (1) :30 commercial on a select number of UTEP Football games airing on ESPN+ TBD.

1.10 Radio

Marketing Partner will receive two (2) :30 radio spots (pre-game, in-game or post-game) in each UTEP Football Radio broadcast.

1.11 Promotional Product and Printed Material Distribution

1.11.1 Products and Materials. Subject to the terms and conditions of this Agreement, including **Section 2** of this Exhibit, Marketing Partner will have the following Marketing Partnership Recognition Material distribution rights:

Section 1.1 Official Marketing Partner Designation: UTEP Athletics marks and logos

Section 1.8 Social Media Campaign: Videos and marketing content

In accordance with Section 1 of the Marketing Partnership Agreement, Marketing Partnership Recognition Material must meet the qualified Marketing Partnership requirement under the then current Treasury Regulations and comply with other requirements of Section 1 of the Marketing Partnership Agreement.

Marketing Partner understands, acknowledges, and agrees that the method of distribution and the amount, scope, and type of promotional products that may be distributed in accordance with this Section will be determined by University.

1.11.2 Policy Limitations. University Rules, including Regents' Rule 80301, place restrictions on the display and distribution of promotional products and the distribution of printed material related to goods or services provided by Marketing Partner.

Among other restrictions, such activities: (i) may not interfere with the use of facility entrances and exits or the flow of pedestrian or vehicular traffic; (ii) may not harass, embarrass, or intimidate the people being solicited; (iii) may not violate any applicable law or regulation; (iv) may only be authorized the day before and the day of an intercollegiate athletic event or an athletic related event taking place in a facility used for athletic events; (v) may only be conducted from booths, tables, and kiosks or in a University designated area for display of

motorized vehicles, immediately adjacent to an athletic facility, the location and number of which shall have been previously authorized by University; (vi) must be conducted in accordance with University Rules, including those regarding safety; and (vii) must not include making sales or taking orders.

- 1.11.3 License Required. Any promotional products distributed under this Agreement that are imprinted with Designated Marks may only be imprinted pursuant to a license issued by Learfield Licensing Partners or any successor identified by University.

2. Guidelines

2.1 Approval of Marketing Partnership Recognition Material; Use of Designated Marks; Use of University Name; License; Required Approval

- 2.1.1 Approval of All Marketing Partnership Recognition Material. All Marketing Partnership Recognition Material is subject to approval by University, which will not be unreasonably withheld. All Marketing Partnership Recognition Material must comply with Applicable Laws, Athletic Organization Rules and University Rules. All Marketing Partnership Recognition Material must be submitted to:

The University of Texas at El
Paso 500 W. University Ave
El Paso, TX 79968
Attention: Ric Romero
Email:
rromero@utepas.com

for written approval prior to production and use. The parties will cooperate with each other in order to assure compliance with this Section. Requests for written approval of Marketing Partnership Recognition Material will be in writing, accompanied by the material to be approved, and transmitted by facsimile, express mail, overnight carrier, or regular mail depending upon the expected response time. University will use reasonable efforts to respond to approval requests within ten (10) business days after the date the request is received by University in accordance with this Section. Failure to obtain prior written approval required by this Section will be a material breach of this Agreement and will entitle University to terminate this Agreement.

2.2 Inability to Broadcast or Publish

If University, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, acts of God, (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in the general locality of such broadcasting or publishing), or for any reason, including mechanical breakdowns beyond the control and without the fault of University, is unable to broadcast or publish Marketing Partnership Recognition Materials at the time specified, University will not be liable to Marketing Partner except to the extent of allowing a pro rata reduction in the Marketing Partnership Payment or reasonably suitable alternate broadcast or publication arrangements.

2.3 Marketing Partnership Recognition Material Preparation

- 2.3.1 Licensee Obligations. Licensee will provide broadcast time or publication space for Marketing Partnership Recognition Material prepared by Marketing Partner or Marketing Partner's agent. Production of Marketing Partnership Recognition Material, supplying talent, and other services will be arranged, coordinated and paid for by Marketing Partner and are not covered by this Agreement. Licensee's obligation under this Section to provide broadcast time or publication space for

Marketing Partnership Recognition Material is conditioned upon Marketing Partner providing Licensee the necessary Marketing Partnership Recognition Material and any related services, all of which must have been approved pursuant to **Section 2.1** and submitted to Licensee no later than fourteen (14) days prior to broadcast or publication (the "**Material Due Date**"). If Marketing Partner uses an agency to purchase, create, format, manage or produce any of the Marketing Partnership Recognition Material, Marketing Partner shall be responsible for payment of any fees or commissions due for that agency. If, with the consent of Marketing Partner, Licensee arranges for the purchase, creation, formatting, managing or production of any of the Marketing Partnership Recognition Materials, Marketing Partner shall be responsible for all cost associated therewith in addition to the In-Kind Property Payment set forth herein. Licensee shall invoice Marketing Partner separately for any such additional costs, and payment shall be due from Marketing Partner within thirty (30) days following Marketing Partner's receipt of invoice from Licensee.

- 2.3.2 Right to Substitute Marketing Partnership Recognition Material for Broadcast. If Licensee does not receive the Marketing Partnership Recognition Material for broadcast, previously approved as required by **Section 2.1** of this Exhibit, by the Material Due Date, Licensee will notify the following Marketing Partner representative both verbally and in writing and in accordance with **Section 8** of the Agreement: City of El Paso Sun Metro Department, Special Projects Manager, Karl C. Rimkus; RimkusKC@elpasotexas.gov; 915-212-3317. If Marketing Partner fails to provide Licensee with the approved Marketing Partnership Recognition Material at least twenty-four (24) hours after the Material Due Date, Licensee will not be obligated to broadcast the Marketing Partnership Recognition Material. Licensee's failure to broadcast the Marketing Partnership Recognition Material as a result of Marketing Partner's failure to meet the Material Due Date will in no way relieve Marketing Partner of any of its obligations and duties under this Agreement, including the obligation to pay the Marketing Partnership Payment in full.
- 2.3.3 Failure to Deliver Marketing Partnership Recognition Material for Print Publications. If Licensee does not receive the Marketing Partnership Recognition Material for print publications, previously approved as required by **Section 2.1** of this Exhibit, by the Material Due Date or if copy corrections are submitted after that date, Licensee will not be obligated to publish the Marketing Partnership Recognition Material. Licensee's failure to publish the Marketing Partnership Recognition Material as a result of Marketing Partner's failure to meet the Material Due Date will in no way relieve Marketing Partner of any of its obligations and duties under this Agreement, including the obligation to pay the Marketing Partnership Payment in full.
- 2.3.4 Revisions to Marketing Partnership Recognition Material. Any revision to or rewrites of Marketing Partnership Recognition Material will be at the sole cost of Marketing Partner.
- 2.3.5 Positions/Timing of Marketing Partnership Recognition Material. The specific placement or timing of Marketing Partnership Recognition Material in broadcasts or print publications is not guaranteed unless expressly specified in this Exhibit.
- 2.3.6 Handling of Marketing Partnership Recognition Material. Licensee will exercise normal precautions, but will assume no liability for losses or damages to Marketing Partnership Recognition Material or other property furnished by Marketing Partner in connection with this Agreement.
- 2.3.7 Releases and Clearances. Marketing Partner represents and warrants that for all Marketing Partnership Recognition Material, Marketing Partner has

procured any and all necessary exclusive rights, clearances and permissions for Marketing Partner's production and Licensee's broadcast and publication of the Marketing Partnership Recognition Material as contemplated in this Agreement, including any and all rights, clearances and/or permissions necessary to use all locations, names, likenesses, identities, trademarks and service marks.



Legislation Text

File #: 25-931, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Sun Metro Mass Transit, Anthony R. DeKeyser, (915) 212-3306

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-3470

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0136 Camera Systems, Parts and Service to Iris Infrared & Intelligent Sensors NA, Inc., the sole and authorized distributor of IRIS cameras a proprietary on-board camera system for a term of three (3) years for an estimated amount of \$2,499,564.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to replace the camera systems in the current vehicle fleet and software licenses.

Contract Variance:

No Contract Variance

Department:	Sun Metro - Mass Transit
Award to:	Iris Infrared & Intelligent Sensors NA, Inc.
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	3 Years
Total Contract Time:	3 Years
Initial Term Estimated Award:	\$2,499,564.00
Total Estimated Award:	\$2,499,564.00
Account(s):	560-3210-60040-533020-P6016- G6022TSGP-Project P6022TSGP
Funding Source(s):	2022 Transit Security Grant
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 (7) a procurement of items that are available from only one source, (D) Captive Replacement Parts or Components.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as

indicated to Iris Infrared & Intelligent Sensors NA, Inc., under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and execute any and all documents necessary for execution of this award.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. Contributions and Donations do NOT disqualify an applicant from doing business with the City.

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Nguvi Kahiha
Business Name	iris infrared & intelligent sensors NA, Inc., 1575 Northside Dr. NW, Atlanta, GA 30318
Agenda Item Type	Contract Award
Relevant Department	Sun Metro – Mass Transit

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Ngwi Kahiha Date: 5/16/2025

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



DEPARTMENT: Sun Metro – Mass Transit
Purchasing & Strategic Sourcing
AGENDA DATE: August 5, 2025
PUBLIC HEARING DATE: NA
CONTACT PERSON NAME: Anthony R. DeKeyzer, Director of Mass Transit **PHONE NUMBER:** (915) 212-3306
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0136 Camera Systems, Parts and Service to Iris Infrared & Intelligent Sensors NA, Inc., the sole and authorized distributor of IRIS cameras a proprietary on-board camera system for a term of three (3) years for an estimated amount of \$2,499,564.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow Sun Metro to replace the camera systems in the revenue vehicle fleet and software licenses. Bus cameras are used to capture a variety of visual information that is crucial for maintaining safety and security in public transport systems.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

SELECTION SUMMARY:

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source, including: (D) captive replacement parts or components for equipment.

CONTRACT VARIANCE:

NA

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: 2,499,564.00

Funding Source: 2022 Transit Security Grant

Account: 560-3210-60040-533020-P6016-G6022TSGP-Project P6022TSGP

2025-0136 Camera Systems, Parts and Service

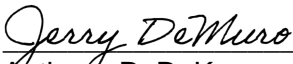
REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:

 Deputy Transit Officer for
Anthony R. DeKeyzer - Director of Mass Transit



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the Mass Transit Board Meeting of August 5, 2025.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0136 Camera Systems, Parts and Service to Iris Infrared & Intelligent Sensors NA, Inc., the sole and authorized distributor of IRIS cameras a proprietary on-board camera system for a term of three (3) years for an estimated amount of \$2,499,564.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to replace the camera systems in the current vehicle fleet and software licenses.

Contract Variance:

No Contract Variance

Department:	Sun Metro – Mass Transit
Award to:	Iris Infrared & Intelligent Sensors NA, Inc.
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	3 Years
Total Contract Time:	3 Years
Initial Term Estimated Award:	\$2,499,564.00
Total Estimated Award:	\$2,499,564.00
Account(s):	560-3210-60040-533020-P6016-G6022TSGP-Project P6022TSGP
Funding Source(s):	2022 Transit Security Grant
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 (7) a procurement of items that are available from only one source, (D) Captive Replacement Parts or Components.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to Iris Infrared & Intelligent Sensors NA, Inc., under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and execute any and all documents necessary for execution of this award.



Legislation Text

File #: 25-935, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Sun Metro Mass Transit, Anthony R. DeKeyzer, (915) 212-3306

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0462 Trapeze Software and Equipment Maintenance to Trapeze Software Group, Inc., dba Vontas, the sole and authorized distributor of the Transit Master & Response Master CAD & A VL software for a term of five (5) years for an estimated amount of \$2,066,911.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to maximize dispatchers efficiency. Transit Master CAD/AVL software automatically coordinates real-time includes; automated vehicle monitoring, single point of log-on, intelligent decision support.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$681,892.00, which represents a 49.23% increase due to additional scope of work: 1) the Infotainment and 2) management system for the in-bus signs and the on-street signs and increased operational costs due to rising wages and expenses for tech companies.

Department:	Sun Metro - Mass Transit
Award to:	Trapeze Software Group, Inc., dba Vontas
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	5 Years
Total Contract Time:	5 Years
Initial Term Estimated Award:	\$2,066,911.00
Total Estimated Award:	\$2,066,911.00
Account(s):	560 - 3215 - 60060 - 522020 - P6005
Funding Source(s):	Sun Metro Operating Funds
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 (7) (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies, (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to Trapeze Software Group, Inc., dba Vontas under the exemptions listed above.

It is requested that the City Manager be authorized to establish the funding sources and execute any and all documents necessary for execution of this award.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.Contributor / Donor Information:

Full Name _____

Business Name Trapeze Software Group, Inc. dba Vontas _____

Agenda Item Type Contract Award _____

Relevant Department _____
Sun Metro - Mass Transit

2025-0462 Trapeze Maintenance

Supplier Name: Trapeze Software Group, Inc. dba Vontas _____

Form 034 (Rev. 2) - 9/27/2021

Previous versions obsolete

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: El Pelt Date: 7/17/2025

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



DEPARTMENT: Sun Metro – Mass Transit
Purchasing & Strategic Sourcing
AGENDA DATE: August 5, 2025
PUBLIC HEARING DATE: NA
CONTACT PERSON NAME: Anthony R. Dekeyzer, Director of Mass Transit
Claudia A. Garcia, Director
PHONE NUMBER: (915) 212-3306
PHONE NUMBER: (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0462 Trapeze Software and Equipment Maintenance to Trapeze Software Group, Inc., dba Vontas, the sole and authorized distributor of the Transit Master & Response Master CAD & A VL software for a term of five (5) years for an estimated amount of \$2,066,911.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow Sun Metro to maximize dispatchers efficiency. Transit Master CAD/AVL software automatically coordinates real-time includes; automated vehicle monitoring, single point of log-on, intelligent decision support.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

SELECTION SUMMARY:

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source, including: (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies, (D) captive replacement parts or components for equipment.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$681,892.00, which represents a 49.23% increase due to additional scope of work: 1) the Infotainment and 2) management system for the in-bus signs and the on-street signs and increased operational costs due to rising wages and expenses for tech companies.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: 2,066,911.00

Funding Source: Sun Metro Operating Funds

Account: 560-3215-60060-531180-P6019

2025-0462 Trapeze Software and Equipment Maintenance


REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:

 Deputy Transit Officer for
Anthony R. Dekeyzer - Director of Mass Transit

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the Mass Transit Board Meeting of August 5, 2025.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0462 Trapeze Software and Equipment Maintenance to Trapeze Software Group, Inc., dba Vontas, the sole and authorized distributor of the Transit Master & Response Master CAD & A VL software for a term of five (5) years for an estimated amount of \$2,066,911.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Sun Metro to maximize dispatchers efficiency. Transit Master CAD/AVL software automatically coordinates real-time includes; automated vehicle monitoring, single point of log-on, intelligent decision support.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$681,892.00, which represents a 49.23% increase due to additional scope of work: 1) the Infotainment and 2) management system for the in-bus signs and the on-street signs and increased operational costs due to rising wages and expenses for tech companies.

Department:	Sun Metro – Mass Transit
Award to:	Trapeze Software Group, Inc., dba Vontas
City & State:	Cedar Rapids, IA
Item(s):	All
Initial Term:	5 Years
Total Contract Time:	5 Years
Initial Term Estimated Award:	\$2,066,911.00
Total Estimated Award:	\$2,066,911.00
Account(s):	560 – 3215 – 60060 – 522020 – P6005
Funding Source(s):	Sun Metro Operating Funds
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 (7) (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies, (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) Departments recommend award as indicated to Trapeze Software Group, Inc., dba Vontas under the exemptions listed above.

It is requested that the City Manager be authorized to establish the funding sources and execute any and all documents necessary for execution of this award.

Trapeze Software Group, Inc.
OnRoute Equipment And Software Maintenance Agreement

Trapeze Software Group, Inc. dba Vontas ("Seller" or "Vontas" or "Trapeze") hereby agrees to furnish OnRoute, formerly TRANSITMASTER™, Systems Equipment and Software and other named maintenance services consisting of the necessary parts, labor, and testing of all City of El Paso, a Texas municipal corporation ("COEP" or "Buyer" or "City" or "Sun Metro") Buyer-owned Equipment and licensed Software listed in Attachment A in accordance with the terms and conditions of this Agreement. Buyer agrees to use Seller as the maintenance vendor for all Equipment and Software listed. Buyer agrees to purchase and pay for such services subject to the following terms and conditions:

WHEREAS Buyer wishes to participate in Seller's annual maintenance program;

WHEREAS Seller is the owner of the rights to certain software identified under Attachment A (Collectively "Software"), including copyright, trademark, trade secret and other intellectual property rights;

WHEREAS Seller has granted Buyer certain rights regarding the Software that enable Buyer to use the Software under the terms and conditions specified under the granted license; and

WHEREAS, The Equipment and Software covered by this Agreement are identified in Attachment A, Schedule of Covered Equipment and Software, and pricing for this coverage is identified in Attachment B, Pricing Schedule.

NOW, THEREFORE, the parties agree as follows:

1) DEFINITIONS.

- A. **Rogue Unit:** Equipment that exhibits a recurring problem subject to the following:
 - i. The undesired symptom reported is the same for three (3) sequential removals, and
 - ii. The undesired interval is seven (7) operating days or less.
- B. **Turnaround Time:** Commences on the date of receipt by Seller's Service Center, and continues to the date of shipment back to Buyer.
- C. **No Fault Found ("NFF") / No Trouble Found ("NTF"):** Equipment which requires no repair, replacement or adjustment by Seller in order to return it to a serviceable level in accordance with Article 8, NO FAULT FOUND ("NFF") / NO TROUBLE FOUND ("NTF") EQUIPMENT RETURNS.
- D. **Updates and Upgrades:** Those improvements to the Equipment or Software that Seller generally makes available as part of the annual maintenance program.
- E. **Priority One (1) Variance:** An Equipment or Software performance anomaly resulting in the loss or use of critical system functions to the extent that such loss affects the safety of the public and/or personnel.
- F. **Priority Two (2) Variance:** An Equipment or Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the system to accomplish its primary system functions (e.g., vehicle communications and AVL). Priority Two (2) Variances indicate functional and/or performance deficiencies, but the system is still capable of accomplishing its primary system functions with a satisfactory degree of safety and effectiveness. A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2).

G. **Service Notification:** A notification or bulletin provided by Seller that describes a change to Equipment or Software.

H. **Trade Secrets:** Any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.

I. **Trapeze Equipment ("Equipment"):** The Trapeze proprietary equipment units identified in Attachment A of this Agreement.

J. **Trapeze Software ("Software"):** The Trapeze proprietary software applications identified in Attachment A of this Agreement.

2) MAINTENANCE SERVICES PROVIDED. Seller agrees to provide the following Equipment and Software maintenance services during the term of this Agreement:

- A. Seller shall maintain the Equipment and Software in conformity, and in all material respects, with the descriptions and specifications of the Equipment and Software in effect at the time of this Agreement;
- B. Seller shall send Buyer mailings regarding Updates and Upgrades of the Equipment and Software;
- C. Seller shall provide phone support to Buyer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered Equipment and Software.
 - i. Calls received for Priority One (1) Variances shall be returned within one (1) hour.
 - ii. Calls received for Priority Two (2) Variances shall be returned within four (4) hours.
 - iii. Calls received during normal business hours (8:30 AM – 4:30 PM Central Standard Time) of lesser severity than a Priority Two (2) Variance, shall be returned within that business day.
 - iv. After hour calls of lesser severity than Priority Two (2) Variances shall be returned during the first hour of the next business day.

The toll free number for all calls to Seller is 1-866-778-5572.

Buyer shall provide Seller with remote access to Buyer's computers on which the Software is installed. Seller shall provide Updates and

Trapeze Software Group, Inc.
OnRoute Equipment and Software Maintenance Agreement

Upgrades to the Software via remote connection or at its sole discretion, load the software onto the system while on site. All media used to load software on-site shall remain in the possession and control of Seller.

Seller does not represent or warrant that (a) the Equipment or Software shall meet any or all of Buyer's particular requirements; (b) the operation of the Equipment or Software shall be error-free or uninterrupted.

3) TERM OF THIS AGREEMENT. The term of this Agreement shall commence on September 1, 2025, and shall continue through August 31, 2030, unless this Agreement is cancelled in accordance with Article 18 CANCELLATION, then, in that event, upon expiration of the term of renewal.

4) NOT USED.

5) PAYMENT AND PRICING TERMS. Buyer shall pay Seller on a "firm fixed price" basis, in US dollars, in accordance with the Maintenance Plan Fees, attached to and, by this reference, incorporated into this Agreement.

The Seller will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one Purchase Order will not be accepted. Invoices will reflect the Contract Number and the Purchase Order Number. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, delivery, or use of Goods. Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date a proper invoice is received by Buyer, pursuant to Section 2251 of the Texas Government Code. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. Seller should keep the Buyer Comptroller advised of any changes in its remittance addresses.

Time and Material rates are set forth under Attachment B. Time and Material rates shall apply to any repair services for any Equipment covered under Article 8, NO FAULT FOUND / NO TROUBLE FOUND EQUIPMENT RETURNS, and any Equipment and Software covered under Article 7, EQUIPMENT AND SOFTWARE EXCLUDED FROM MAINTENANCE SERVICE COVERAGE.

Seller shall invoice Buyer at the address set forth below for services provided hereunder.

Invoice address:
City of El Paso Attn: Accounts Receivable PO Box 1890 El Paso Texas 79950-1890

6) TAXES AND FEES. THE SELLER ACKNOWLEDGES THAT BUYER IS A TAX-EXEMPT ENTITY AND NOT SUBJECT TO THE PAYMENT OF TAXES AND, IF REQUESTED, BUYER SHALL PROVIDE A COPY OF ITS TAX-EXEMPT CERTIFICATE TO SELLER.

7) EQUIPMENT AND SOFTWARE EXCLUDED FROM MAINTENANCE SERVICE COVERAGE. In the event that Equipment and Software covered under this Agreement is subjected to any of the conditions below by Buyer or any Third Parties, such Equipment and Software shall be excluded from maintenance service coverage.

- A. Equipment or Software subjected to carelessness or negligence;

- B. Equipment or Software subjected to cannibalization or vandalism;
C. Equipment or Software subjected to alteration or repair in a manner which conflicts with Seller's written repair procedures, specifications, and license terms;
D. Equipment or Software subjected to inadequate packing, storage or handling;
E. Equipment or Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to, Acts of War (declared or undeclared), terrorism, or the public enemy; and
F. Software altered as a result of Third Party service bulletins.

The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the Trapeze Software or the Trapeze Equipment which are caused by the actions or omissions of the Buyer, its employees, contractors or vehicle riders.

8) NO FAULT FOUND ("NFF") / NO TROUBLE FOUND ("NTF") EQUIPMENT RETURNS. Equipment returned for repair under this Agreement and subsequently determined by Seller to be NTF or NFF is subject to the Time and Material pricing contained in Attachment B.

9) ROGUE UNIT. Seller shall apply special testing and repair to any Rogue Unit at no additional charge to Buyer. Any special testing and repair shall not be subject to Article 13, TURN AROUND TIME ON EQUIPMENT RETURNS.

10) EQUIPMENT RETURNS. Buyer shall send all Equipment covered by this Agreement directly to the designated Seller Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Attachment C. Upon repair, Seller shall return the Equipment to Buyer's designated receiving facility, or other locations as designated by Buyer's applicable Return Order. Cost of shipping to the designated Seller Service Center shall be borne by Buyer. Cost of shipping the repaired Equipment to the Buyer's facilities shall be borne by Seller unless the Equipment is deemed NFF / NTF.

11) EQUIPMENT PARTS SUBSTITUTION. Seller reserves the right to substitute functionally equivalent parts for those parts returned to Seller for repair.

12) REPAIR / DIAGNOSIS DOCUMENTATION. Prior to delivery to Seller of Equipment to be repaired, Buyer shall provide Seller with Buyer's normal return order, which shall include the following information:

- A. Date of performance anomaly;
B. Vehicle Number;
C. Detailed system description of performance anomaly;
D. Type number, part number, and serial number of the Equipment;
E. Buyer Return / Repair Order Number; and,
F. Ship To address and Contact Name for return of Equipment to Buyer.

13) TURNAROUND TIME ON EQUIPMENT RETURNS. Seller shall provide a Turnaround Time of thirty (30) calendar days for Equipment listed in Attachment A which is returned to Seller in accordance with Attachment C.

Trapeze Software Group, Inc.
OnRoute Equipment and Software Maintenance Agreement

14) DOCUMENTATION OF SOFTWARE DIFFICULTY. Upon the identification of a possible fault or difficulty within any of the Software to be supported hereunder, Buyer shall promptly issue a trouble report to Seller that shall include the following information:

- A. Date of performance anomaly;
- B. Software module in question and location of where Software is installed;
- C. Detailed system description of performance anomaly;
- D. Part number or version number of Software and severity/impact to Buyers operations; and
- E. Contact name and phone number.

The trouble report information shall also be communicated verbally to Seller at 1-866-778-5572. Seller shall forward the trouble report to the designated repair technician.

15) CHANGES TO EQUIPMENT AND SOFTWARE. Seller may issue Service Notifications indicating recommended or mandatory changes to the Equipment and Software covered under this Agreement.

16) CHANGES TO AGREEMENT. This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17) LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THIS AGREEMENT, THE USE OF OR INABILITY TO USE ANY PRODUCT DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE MAINTENANCE FEES PAID BY THE BUYER IN THE YEAR PRECEDING THE CLAIM.

18) CANCELLATION. Seller and Buyer may cancel this Agreement in whole or in part by providing ninety (90) calendar days written notice to the other party for any of the following reasons: (i) For any occurrence described under Article 21, FORCE MAJEURE, or (ii) for material breach by the other party which remains uncured for sixty (60) calendar days following a written notice of the breach and a demand for cure of the breach by the non-breaching party. During the ninety (90) calendar day notice period, the applicable maintenance fees will remain payable.

Cancellation or early termination of the initial five (5) year agreement shall result in waiving of the Seller's "Management Discount" as described in the Pricing & Payment Schedule, Attachment B. In the event of early termination by the Buyer, Buyer shall be invoiced for the annual amount(s) of the "Management Discount" applied from the beginning of the agreement, prorated up to the time of early termination. The discounted amount shall be paid by Buyer if Buyer cancels this Agreement prior to the end of Year 3 Base Maintenance. Fifty percent of the discounted amount shall be paid by Buyer if Buyer cancels this Agreement after the end of Year 3 Base Maintenance. Such Management Discount amounts are set forth in Attachment B. Notwithstanding the above, cancellation or early termination of the initial five (5) year agreement for any occurrence described under Article 21. FORCE MAJEURE or as a result of material breach of the Seller, shall not result in waiving of the Seller's "Management Discount."

Upon cancellation of this Agreement by either party, Buyer shall return all of Seller's assets, if applicable, which have been loaned by Seller to Buyer, within thirty (30) calendar days of the effective date of cancellation. Seller shall return all of Buyer's assets, if applicable, which have been loaned by Buyer to Seller, within thirty (30) calendar days of the effective date of cancellation. In the event assets are not returned within the specified timeframe, the value of the items not received shall be assessed, invoiced to the non-compliant party and paid in full within thirty (30) days from the date of invoice.

The City of El Paso may terminate this contract, in whole or in part, at any time by no less than ninety (90) days written notice to Trapeze. Trapeze will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. Trapeze will promptly submit its termination claim to the City of El Paso to be paid Trapeze. If Trapeze has any property in its possession belonging to the City of El Paso, Trapeze will account for the same, and dispose of it in the manner the City of El Paso directs.

19) NOTICES. Notices under this Agreement shall be sufficient if sent by U.S. certified mail, postage prepaid or by an air courier service, prepaid as follows:

To: Trapeze Software Group, Inc. dba Vontas
Attn: Contracts
5265 Rockwell Drive, NE
Cedar Rapids, IA 52402
Tel: 319-743-4522
Fax: 319-743-1106
Email: heidi.wiebold@trapezegroup.com

To: City of El Paso
Attn: City Manager
300 N. Campbell
El Paso, TX 79901

AND: City of El Paso
Attn: Purchasing and Strategic Sourcing
Department
300 N. Campbell
El Paso, TX 79901

AND: City of El Paso Mass Transit Department (Sun Metro)
Attn: Director
10151 Montana Ave
El Paso, TX 79925

20) PATENT, PROPRIETARY RIGHTS, COPYRIGHT AND TRADEMARK INDEMNITY. Seller shall retain all rights in patents, copyrights, trademarks, and trade secrets. Furthermore, neither this Agreement nor the delivery of any work hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Seller. Software utilized under this Agreement is proprietary and ownership of the software remains with Seller and/or its subcontractors, as the case may be. Buyer agrees to: (1) take reasonable steps to maintain Seller's and subcontractors rights in the software; (2) not sell, transfer, publish, display, disclose, or make available the software, or copies of the software, to third parties except where Buyer may disclose the software to

Trapeze Software Group, Inc.
OnRoute Equipment and Software Maintenance Agreement

designated federal representatives under a nondisclosure agreement executed by both parties, (3) not use or allow to be used, the software either directly or indirectly for the benefit of any other person or entity, and (4) not use the software, along with its Updates, patches or Upgrades, on any equipment other than the equipment on which it was originally installed, without Seller's written consent.

Seller agrees that it will indemnify and defend, at its own expense, all suits against Buyer for infringement of any United States patent or copyright which covers, or alleges to cover, the product described herein in the form sold by Seller. Seller agrees that it will pay all sums, which, by final judgment or decree in any such suits, may be assessed against Buyer on account of such infringement, provided that Seller shall be given (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of Buyer to continue the use, as contemplated, of the product so purchased. If, in any such suit so defended, the product is held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for Buyer, or replace the same with a non-infringing product, or modify said product so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing product and refund the purchase price less a reasonable allowance for use, damage or obsolescence.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE PARTIES HERETO FOR PATENT AND/OR COPYRIGHT INFRINGEMENT.

21) FORCE MAJEURE. If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for thirty (30) days or as long as both Parties agree to suspend performance, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will include, but are not limited to mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period of beyond thirty (30) days or what can be agreed between the Parties, the affected party shall be excused from further performance under this contract.

22) CONFIDENTIALITY. Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Seller pursuant to this Agreement shall not be used for any purpose other than fulfilling the requirements of this Agreement. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller, Buyer,

their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller.

Notwithstanding the above, Seller acknowledges that Buyer is subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). Buyer will maintain the confidentiality of the proprietary information to the extent permitted by law and agrees that, as required by the Act, it will notify Seller if a request relating to such proprietary information is received. Seller represents that it understands that the Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert its own proprietary interest to the state attorney general as a basis for nondisclosure.

23) APPLICABLE LAW AND VENUE. The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso. The parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded.

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

24) DISPUTES.

(a) The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto.

(b) All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this Section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

(c) If the matter in dispute has not been resolved within thirty (30) days, the parties may agree to submit the dispute to mediation.

(d) Notwithstanding anything in this Agreement, in the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which is not resolved through the methods mentioned in article 24. DISPUTES, each party shall have the right to exercise any and all remedies available at law or equity.

25) ENTIRE AGREEMENT. This Agreement, including Attachments A, B C, and D, and any Purchase Orders issued pursuant hereto, shall be the entire agreement of the parties relating to the product(s) provided and purchased between the parties and shall supersede any other agreement, whether written or oral. Seller and Buyer specifically represent each to the other that, except for Purchase Orders that may be issued pursuant to this Agreement, there are no additional or supplemental agreements between them related in any way to the Goods or the use of such Goods. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Trapeze Software Group, Inc.
OnRoute Equipment and Software Maintenance Agreement

Additional terms and conditions may be set forth in a written Purchase Order. If there is a conflict between the terms of this Agreement and any Purchase Order, the terms of this Agreement shall prevail.

Notwithstanding the anything in this agreement to the contrary, the parties agree that: (i) Trapeze shall be subject to the federal, state, and local government requirements set forth in Attachment D as they apply to Trapeze's performance of this agreement; and (ii) the products sold and software licensed hereunder are off-the-shelf, such federal, state, and local government requirements set forth in Attachment D shall:

- a) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
- b) have a DBE content requirement of 0%;
- c) not include Buy America requirements unless a Buy America certificate has been signed by Trapeze in relation to this agreement;
- d) not transfer ownership of any intellectual property;
- e) not include any bonding requirements for this agreement; and
- f) not include any liquidated damages for this agreement.

Further, should such federal, state, and local government requirements cause the scope, schedule, or deliverables to change, then that parties agree that Trapeze shall be allowed an equitable adjustment.

26) TRADE SECRETS. Buyer acknowledges that all Trade Secrets relating to or concerning the OnRoute system, including any modifications made thereto, are owned by Trapeze or Trapeze has the applicable rights of use and Buyer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without Seller's prior written consent. Buyer shall prohibit any persons other than Buyer employees from using any components of the OnRoute system and Buyer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the OnRoute system to Buyer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement. Notwithstanding the language of Section 26, the Seller acknowledges that the Buyer is subject to the Public Information Act, Chapter 552, Texas Government Code.

27) ADVERTISING. Neither party will advertise or publish, without the other party's prior consent, the fact that the other party has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government or pursuant to any public information laws.

28) DATA/DATABASE OWNERSHIP. The license to use the Seller's OnRoute database is granted to Buyer solely for the development of internal reports by Buyer and for the integrated operation of Trapeze Equipment and Trapeze Software components. Unless expressly included herein, all other access rights to the Seller's OnRoute database are excluded from this Agreement, and the Buyer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Seller's OnRoute database. However, Buyer shall retain ownership of the raw data that is inputted into the Seller's OnRoute database.

29) COMPLIANCE WITH NON-DISCRIMINATION LAWS. The Seller agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities

Act, the Occupational Safety and Health Act, or any environmental laws.

The Seller further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

30) INSURANCE. If, at any time during the term of this Agreement, the Seller provides warranty or other services to the Buyer on-site within the State of Texas, the Seller shall provide the following insurance:

a. Comprehensive General Liability Insurance

For the duration of this contract and any extension hereof, Seller shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence
\$1,000,000.00 – General Aggregate
\$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to all insurance policies required in this Agreement, with the exception of Workers' Compensation, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The Buyer shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The Buyer shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

**City of El Paso
Purchasing Department
300 N Campbell
El Paso, Texas 79901**

Please refer to Bid Number/Contract Number and Title in all correspondence.

Failure to submit insurance certification may result in contract cancellation.

b. Workers' Compensation

For the duration of this contract and any extension hereof, Seller shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law: \$500,000.00. Out-of-state Contractors that provide goods through US mail, UPS, etc. are exempt from this requirement.

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c. Professional Liability Insurance (Errors & Omissions) in the minimum amount of \$1,000,000 per occurrence.

31) CONTRACTUAL RELATIONSHIP. Nothing herein will be construed as creating the relationship of employer and employee between the Buyer and the Seller or between the Buyer and the Seller's employees. The Buyer will not be subject to any obligations or liabilities of the Seller or his employees incurred in the performance of the contract unless otherwise herein authorized. The Seller is an independent contractor and nothing contained herein will constitute or designate the Seller or any of his employees as employees of the Buyer. Neither the Seller nor his employees will be entitled to any of the benefits established for Buyer employees, nor be covered by the Buyer's Workers' Compensation Program.

32) GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Buyer cancels this contract pursuant to this provision, the Buyer will be entitled, in addition to any other rights and remedies, to recover the amount of the cost incurred by Seller in providing such gratuities.

33) ASSIGNMENT-DELEGATION. No right or interest in this contract will be assigned or delegation of any obligation made by the Seller without the written permission of the Buyer which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company, provided that Seller provides reasonable notice to the Buyer of such assignment. Any attempted assignment or delegation by the Seller will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

34) WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Waiver by any party of any default of the other party hereunder shall not be deemed a waiver of any other default of the non-defaulting party. The express provision herein for certain rights and remedies shall not be construed to deprive either party of any other rights and remedies to which it would otherwise be entitled under applicable law.

35) INTERPRETATION-PAROL EVIDENCE. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract although the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

36) INDEMNIFICATION. Seller or its insurer will INDEMNIFY and, DEFEND the Buyer, its officers and employees, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY TANGIBLE PROPERTY, OR ANY ILLNESS, BODILY INJURY, PHYSICAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO

the grossly negligent acts or omissions of Seller, its officers, employees, representatives, assigns or subcontractors, in the performance of the Agreement, (collectively "Third Party Claims") provided that:

a. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the Buyer as required by the City Charter or any law, the Buyer will promptly forward to the Seller every demand, notice, summons or other process received by the Buyer in any Third Party Claim contemplated herein. Seller will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated with counsel of its choosing all Third Party Claim as the Seller may deem expedient; and 3) defend or cause to be defended on behalf of the Buyer with counsel of its choosing all Third Party Claims even if groundless, false or fraudulent, brought because of such injuries or damages. Seller will pay all judgments finally establishing liability of the Buyer in Third Party Claims defended by Seller pursuant to this section along with all reasonable attorney's fees and costs incurred by the Buyer prior to invoking indemnity obligations herein, and premiums on any appeal bonds.

b. The Buyer shall cooperate with all reasonable requests of Seller in connection with the defense of such Third Party Claim. The Buyer, at its election and sole cost, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest provided, however, that Seller shall have the right to control the defense of such Third Party Claim in Seller's sole discretion. To the extent reasonably possible, Buyer shall use its good faith efforts to mitigate any losses against which Seller is obligated to indemnify Buyer pursuant to this Section.

37) NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS. As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim.

38) RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within thirty (30) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

39) INTENTIONALLY OMITTED.

40) RIGHT TO AUDIT. The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to reasonably examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

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The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

41) 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.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this _____ of _____ 20__.

**TRAPEZE SOFTWARE GROUP, INC.
DBA VONTAS**

Signed by:
By: William Delaney
Name: William Delaney
Title: Chief Executive Officer

THE CITY OF EL PASO:

Dionne L. Mack
City Manager

APPROVED AS TO CONTENT:

Claudia A. Garcia
Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:

Anthony R. Dekeyzer
Director
Mass Transit Department/Sun Metro

APPROVED AS TO FORM:

Joyce Garcia
Assistant City Attorney

ATTACHMENT A

SCHEDULE OF COVERED SOFTWARE & EQUIPMENT

SOFTWARE

The following Software modules and components are released and installed as part of the Sun Metro Mass Transit Department d/b/a Sun Metro Vontas OnRoute™ system.

Table 1 – Covered Vontas Software, Workstation Software and all modules of the Vontas Software installed at Sun Metro, including the following:

Item	Description
1	BASE VONTAS ONROUTE FIXED ROUTE CONTROL CENTER SOFTWARE
2	FIXED ROUTE AND OPERATIONS SCHEDULING SYSTEM INTERFACE
3	BASE VONTAS ONROUTE COMMUNICATIONS SOFTWARE
4	INFO SERVER SOFTWARE
5	STANDARD AVL AND COMMUNICATION <u>MOBILE SOFTWARE</u> FOR VEHICLES, INCLUDING: <ul style="list-style-type: none"> • (174) FIXED ROUTE • (1) BIAB • (11) NON-REVENUE
6	VONTAS ONROUTE ANNUNCIATOR STUDIO
7	VONTAS ONROUTE WORKSTATIONS SOFTWARE FOR END USERS AND SYSTEM ADMINISTRATION INCLUDING, BUT NOT LIMITED TO THE FOLLOWING VONTAS APPLICATIONS: BUSOPS, AVL MAP (INTEGRATED INTO BUSOPS) AND PLAYBACK, MOBILE DISPATCH, SYSTEM ADMIN, AND OTHER MISCELLANEOUS VONTAS ONROUTE APPLICATIONS INSTALLED AT SUN METRO BUT NOT DEFINED HERE
8	VONTAS ONROUTE ITXPT SOFTWARE INTERFACE (QTY 32)
9	VONTAS ONROUTE DIGITAL SIGNAGE SOFTWARE API INTERFACE (QTY 56)
10	VONTAS ONROUTE INFOTAINMENT DEVICE INTEGRATION SOFTWARE INTERFACE (QTY 88)
11	VONTAS ONROUTE SOFTWARE UPGRADES

Software Maintenance Program Pricing includes:

- Software modules as noted in Table 1
- 24 x 7 Remote priority 1 technical support via the Vontas Customer Care Service Desk
- 8 am to 6 pm EST business day technical support for lower priority issues via the Vontas Customer Care Service Desk
- Central System and mobile vehicle system software support
- Licensed software interface support (in-vehicle interfaces are included; central system interfaces may be separately priced)
- Software license for Software updates and upgrades including Vontas deployment, configuration, and training services for upgrades during the 5-year maintenance term (additional upgrades, ancillary training services costs, and configuration of new feature sets may be separately priced).
- Four (4) annual ThinkTransit Conference general session registrations per year (Sun Metro responsible for expenses)

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- On-line tracking ability for queued service tickets

As a long-standing collaborator, Vontas is pleased to provide Sun Metro all fixed side and mobile software upgrades (licenses and standard upgrade services). Software upgrades include new or enhanced features or better compatibility with different devices or applications and are aimed at making the user experience better. These upgrades are included in this Agreement. No additional fees will be charged to Sun Metro for software upgrades. Your Customer Engineer and Account Manager will work with Sun Metro to schedule and perform these upgrades. Please note, any hardware or third-party software required to support a Vontas OnRoute upgrade will be the responsibility of Sun Metro.

Please refer to **Attachment D**, "Example Statement of Work for Vontas OnRoute Software Upgrade" for a description of the services Vontas will provide for a Vontas OnRoute upgrade.

EQUIPMENT

The following Equipment covered by this Agreement includes all sub-assemblies except mobile radios, as listed in Table 2. The part numbers are the master part numbers from which all serialized sub-components are referenced.

Table 2 – Covered Equipment and Quantities

Item	Description	QTY
1	STANDARD HW SUPPORT - FIXED ROUTE VI VLU/CMDT	82
2	STANDARD HW SUPPORT - FIXED ROUTE V8 VLU/TMDT	40
3	STANDARD HW SUPPORT - BIAB	1
4	HW SUPPORT – NON-REV	11

Equipment Maintenance Program Pricing includes:

- Equipment and quantities as noted in Table 2
 - All non-V8 mobile VLU hardware platforms are covered up to part availability
 - Repair up to replacement not to include replacement
- Return Material Authorization ("RMA") coordination with Sun Metro's staff
- Thirty (30) calendar day repair turnaround time from receipt at Vontas facility to Sun Metro's facility
- On-line tracking capability for queued RMAs
- Repair at the Vontas facility

ATTACHMENT B

Coverage Term and Invoicing

The following five (5) year pricing includes all future Software and Hardware costs of both preventive and corrective maintenance as outlined in this agreement:

PRODUCT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Software Support & Services	287,567	310,160	351,458	407,262	437,302	1,793,749
Hardware Support	40,893	45,774	57,311	63,332	65,852	273,162
5 YEAR TOTAL USD						2,066,911

Figure 1 – Five (5) year pricing

Coverage term:

- The coverage term will span September 1, 2025 to August 31, 2030. See **Figure 1** for per annum pricing details.

Invoicing:

- Invoicing occurs annually, typically 90-days in advance of the coverage term anniversary date with the exception of the first year.
- Coverage is not in effect until payment is received by Vontas.
- Lapses in coverage are subject to additional charges to bring coverage current.

Optional Time & Materials ("T&M") Services:

- Customers with an active support agreement are eligible to request repair for hardware equipment not specifically covered under the maintenance agreement. T&M services may be initiated by 1) sending a Purchase Order to Vontas for T&M repairs, and 2) requesting material return using the Return Material Authorization ("RMA") process, as described in Attachment C.
- T&M services will be directly invoiced upon completion of the work
- After the RMA diagnosis and testing is complete and a problem has been identified, a quote for repair will be sent to Sun Metro
 - Sun Metro has fourteen (14) calendar days to respond to Vontas with Sun Metro's desire to repair, or have Vontas return the RMA unit to Sun Metro unrepaired
 - If Sun Metro chooses to not repair the unit, or if Sun Metro exceeds the fourteen (14) calendar days without responding to Vontas request for disposition on the RMA unit, the RMA unit will be returned to Sun Metro. Time and Material rates and minimum fees will apply
- Equipment returned for repair determined by Vontas to be No Trouble Found ("NTF") or No Fault Found ("NFF") is subject to the Time and Material rates and minimum fees.

Time & Materials Rate Schedule

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Bench Fee	\$275 minimum
Diagnosis and Testing	\$200.00/hour (1 hour minimum)
Equipment Repair Rates	\$200.00/hour Plus, Parts & Shipping

Other Optional Program Pricing Includes:

Time & Materials Services Rate Schedule	
On-site Field Service Engineer	\$1,700 per day plus travel expenses
On-site Customer Engineer	\$1,950 per day plus travel expenses
On-site Training	\$1,950 per day plus travel expenses
Deployment Services	\$1,950 per day plus travel expenses

- The above daily labor rates are the standard rates at the time of writing this Agreement and are subject to change without notice.
- T&M services will be directly invoiced upon completion of the work.

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ATTACHMENT C

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

Buyers who have equipment needing repair, shall follow the process:

After Buyer has completed the initial testing and trouble shooting, Buyer shall provide the following information to Seller by logging onto <https://vontashelp.zendesk.com> and selecting "Submit a Request/Create RMA":

- a) Part number of the equipment
- b) Serial number of the equipment
- c) Failure description - a complete and accurate description of the issue
- d) Buyer's return shipping address

Packing/Shipping Requirements

Buyer shall:

- a) Pack all returned equipment carefully, using appropriate packing material
- b) Mark the RMA number on the top of the outside boxes, and
- c) Attach the waybill

Additional Packing/Shipping Requirements for International Shipments

In addition to the above shipping requirements, if the shipments are international, Buyer shall:

- a) Include the values on the commercial invoice for entering the 'Value for Customs' on shipping forms
- b) Attach one copy of the commercial invoice to each box, and
- c) Not enter a 'Total Declared Value for Carriage'

Please note: If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

Vontas Shipping Address

The Buyer shall ship the equipment to:

Trapeze Software Group, Inc. dba Vontas
5265 Rockwell Dr. NE
Cedar Rapids, IA 52402
Attention: RMA Department
1-888-392-0337

Please Note

- a) One RMA is required per serial number
- b) For any no fault found/no trouble found repairs and for any equipment not currently covered under warranty or maintenance, Buyer shall be responsible to pay all bench/testing fees and all shipping fees for shipments to and from Vontas
- c) Should Buyer have any questions, please contact Customer Care at customercare@vontas.com.

ATTACHMENT D

Example Statement of Work for Vontas OnRoute Software Upgrade

General Description of Project:

This Statement of Work ("SOW") describes the typical tasks to be performed by Vontas for a Vontas OnRoute Fixed Side (Dispatch) Software upgrade installed at Sun Metro. Tasks involve the backup of the existing Vontas OnRoute Software version and associated databases, the installation of the upgraded Vontas OnRoute software, the configuration and operational state verification of the upgraded Vontas OnRoute software.

Implementation Goals and Objectives

The primary goal of each Vontas OnRoute Software upgrade is to migrate Sun Metro to an upgraded Vontas OnRoute Software version to take advantage of new features and functionality and achieve operational efficiencies. Sun Metro will work in conjunction with Vontas to integrate the new Software and system configurations into their existing Vontas OnRoute environments while ensuring that fleet downtime is minimized and service operations unaffected during the production environment upgrade. To further assist with the Vontas OnRoute Software upgrade, Vontas will also provide services for training, data migration, limited testing, and Software deployment.

Following the notice to proceed, Vontas will provide remote project management and technical support services to complete the Software upgrade. Vontas will also provide training and support for Acceptance Testing activities, and to answer general questions and supporting issue resolution, as necessary.

Professional Services

Personnel

To ensure a successful completion of the Vontas OnRoute Software upgrade, Vontas will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the upgrade project and project lead. The project manager is responsible for coordinating project schedules, deliverables and resources required to deliver the new Vontas OnRoute solution.
- **Customer Engineer:** The technical implementation resource is responsible for deliverables to be developed in accordance with the project schedule and requirements. The customer engineer will be the lead technical resource providing configuration, validation, training, and consultative services.
- **Network Engineer:** The resource tasked with coordinating the evaluation of Sun Metro's physical network for the Vontas OnRoute upgrade and the main Vontas point of contact for all network and infrastructure design for the Vontas OnRoute system and its role in Software upgrade implementation. Services provided by the network engineer include analyzing existing network infrastructure, providing recommendations and planning for a solution that best meets Sun Metro's architecture requirements.

Implementation Methodology

This project will be executed in a phased approach, with key activities for each phase identified below.

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Phase	Key Activities
Initiation	<ul style="list-style-type: none"> • Create preliminary work plan and project schedule • Deliver project kick-off meeting
Planning	<ul style="list-style-type: none"> • Conduct data and network review • Deliver project documentation: <ul style="list-style-type: none"> ○ Project Schedule ○ Network Assessment ○ Acceptance Test Plan ○ Training Agenda ○ Production Deployment Plan
Execution	<ul style="list-style-type: none"> • Remotely install pre-production (test) environment • Support pre-production environment integration • Delivery of training new features and functionality pre-production • Acceptance Testing activities, with Vontas support • Production Upgrade Deployment Plan • On premises production environment upgrade • Post upgrade dispatch support
Monitoring & Project Closure	<ul style="list-style-type: none"> • Remote monitoring & support • Complete project acceptance

Project Phases

Initiation

Kick-Off

Following contract execution, Vontas and Sun Metro will hold a remote project kick-off meeting to align stakeholders on project scope and timelines as well as review roles, responsibilities, key risks and preliminary project schedule. Project teams from both Vontas and Sun Metro are expected to attend the kick-off meeting. Vontas and Sun Metro Subject Matter Experts (SMEs) will meet, discuss, and define the project schedule and review Sun Metro operations pertaining to the Software upgrade implementation. The kick-off meeting is expected to take up to two (2) hours, and upon completion, a preliminary project schedule will be agreed upon by both parties.

Other project activities will not commence until the project kick-off meeting will be completed and agreement between Vontas and Sun Metro reached on the preliminary project schedule, as well as any specific project milestones. Following the completion of the remote kick-off meeting, additional meetings will be arranged to finalize the remaining project activities.

Planning

Network Assessment

Vontas will provide Sun Metro remote network services in the form of two (2) conference calls to review Sun Metro's current Vontas OnRoute system, app server(s), and database server(s) needed to support the Vontas OnRoute upgrade. The Network Assessment will also identify all the existing integrations to the Fixed Side

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(Dispatch) Software and confirm version compatibility. Following completion of the review, Vontas will share a draft Vontas OnRoute network assessment document with Sun Metro to review and provide comments.

Acceptance Testing Plan

During the Execution phase, Vontas will work with Sun Metro to perform Acceptance Testing and test the upgraded Software solution. To support this testing, Vontas will provide an Acceptance Testing Plan document validating key Software features and functionality with emphasis on the following areas:

- Dispatch user interface with new map features and functionality tiles
- Incident reports and service adjustments
- System administration and configuration

In addition to test cases, the Acceptance Testing Plan document will also include details around testing timelines and processes, as well as roles and responsibilities related to the Acceptance Testing activities.

The Acceptance Testing Plan will define the roles and responsibilities of Sun Metro and Vontas regarding pre-delivery release testing (performed by Vontas) and User Acceptance Testing (performed by Sun Metro). Once agreed upon, the Acceptance Testing Plan will define and limit the appropriate testing applicable to the Vontas OnRoute upgrade.

Training Agenda

Vontas will provide Sun Metro with an agenda outlining specific training activities related to the features and functionality of the newly upgraded Software. The training session(s) will be focused on upskilling Sun Metro's dispatch controllers, system administrators, and vehicle operations on the Vontas OnRoute dispatch system and the newly organized "tiled" user interface (UI) for transit operations. The training content will also benefit those Sun Metro employees who would like to become more proficient with the features and functionalities of the Vontas OnRoute system.

The Training Agenda will include session descriptions inclusive of suggested Vontas OnRoute training topics and duration. User manuals, documentation, webinars and/or training materials will be listed where applicable. Depending on Sun Metro staff responsibilities, target audiences may overlap.

Document Review

Sun Metro will have five (5) business days to complete a review of the Planning phase documents, after which the Vontas project manager will coordinate a meeting with the Sun Metro project team to review any comments. Following this meeting, Vontas will revise the documents as necessary to address comments and feedback and will provide a finalized version of the documents, as well as a finalized project schedule.

Execution

Pre-Production Test Environment

The first objective of the Vontas OnRoute upgrade is to verify the status of the Software in Sun Metro's Pre-Production Test Environment. This environment will serve as a testing and training platform in the introduction of the upgraded Vontas OnRoute software. All services will be provided remotely during this phase of the project.

Typical Pre-Production Vontas OnRoute Training (may vary depending on upgrade)

Once Vontas has validated that the upgraded Vontas OnRoute Software is working properly in Sun Metro's Pre-Production environment, Vontas will provide the following training to support Sun Metro users regarding the new features and functionality available in the upgraded version of Vontas OnRoute™:

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Dispatcher Workstation Operations – "Train-the-Trainer": new features and functionality (2 days)

Vontas will provide up to two (2) days of training to Sun Metro managers, dispatch personnel and/or dispatch supervisors. This training will be on-site, and it will use Sun Metro's environment to review and provide training for the new features and functionality of Vontas OnRoute Bus Operations ("Vontas OnRoute BusOPS"). Dispatch training shall focus on the new AVL map application, incident reporting, service adjustments user interface refresh, as well as other key new features.

System Overview and Administration – (2 days)

Vontas will provide up to two (2) half-day sessions to Sun Metro system administrators and up to one (1) full day session for Advanced System Administrator training. These sessions shall be on-site using Sun Metro's test Vontas OnRoute to review and provide training of the new features and functionality of Vontas OnRoute system configuration, incident reports configuration, and their links to Vontas OnRoute BusOPS.

When appropriate and mutually agreed to, online Webinars may be conducted in place of on-site training. All training and supporting training materials and system manuals will be provided in English. Vontas will work with Sun Metro to schedule training around the transit Sun Metro operations to minimize the operational impact of the training.

User Acceptance Testing

User Acceptance Testing will commence after the test environment upgrade and training are completed. With Vontas support, Sun Metro shall complete User Acceptance Testing of the Vontas OnRoute system and its new features and functionality, as well as integration points to Vontas Back Office Software. The Vontas OnRoute system interfaces with existing operations procedures to create an integrated transit solution, where core test features include Mobile Software, Incident Reports, Service Adjustments, and Reporting.

During User Acceptance Testing, Sun Metro will document and prioritize any defects encountered during the testing period (if any exist). Following the completion of a round of testing, Sun Metro will supply Vontas with a complete list of all perceived defects, which Vontas will assess for root cause and resolve where appropriate based on the severity levels defined below:

- **Critical** – system cannot function, or site is down (e.g., results in the failure of fundamental business process or in the shutdown of the system being tested).
- **Major** – system is still functioning but is causing major business risk to Metro. The defect cannot be addressed through a work around solution.
- **Minor** – system is still functioning but is causing minor or short-term inconveniences. The defect can be addressed through a work around solution.

If no defects are identified during User Acceptance Testing, the upgraded Software will be deemed "production ready" and all Vontas OnRoute Software in the Pre-Production environment will be upgraded to be Sun Metro's production environment. If defects are identified, Vontas will evaluate and work to resolve them, after which Sun Metro will be asked to validate their resolution by executing another round of Acceptance Testing. Once testing and training have been completed, the Production Upgrade activities will begin.

Production Upgrade

The Production Upgrade will commence with Vontas reviewing the detailed Production Deployment Plan to schedule the Sun Metro resources needed to carry out the production upgrade activities, as well as align on the operational expectations during all production upgrade on-site work.

Deployment activities involve transitioning from Sun Metro's production databases to the newly converted upgrade system version. During the deployment and production upgrade, Vontas, with Sun Metro assistance,

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will also configure each server with the upgraded version of Vontas OnRoute™. Note that mobile Software may be upgraded as well if required or deemed necessary during system testing.

Many critical activities are completed during the production upgrade. Vontas shall provide one (1) customer engineer on-site for up to four (4) days to perform the production upgrade and post-upgrade dispatch support, which includes the following activities:

- Transition server data (database conversion) to the new Vontas OnRoute version, including Application and DataMart servers
- Signup import & merge, if applicable
- Creating & stage Mobile Route files
- Replicating set-up, if applicable
- Validating FTP service
- Validating dispatch functionality
- Validating system administration functionality
- Validating real time systems, if applicable
- Validating error logs

Upon completion of the Production Upgrade, the project will enter the performance monitoring period.

Monitoring and Project Closure

Following the completion of Production Upgrade activities, Sun Metro will have fourteen (14) calendar days in which to monitor and evaluate the performance of the newly upgraded Vontas OnRoute system. Vontas will require remote access to the Sun Metro Vontas OnRoute application server during the monitoring period.

The objective of this final project phase is to validate the performance of the new Vontas OnRoute Software and to assess system stability in a production capacity. During this phase of the project, Sun Metro and Vontas personnel will utilize the upgraded software features and functionality for a period of fourteen (14) calendar days in the production environment and make note of system performance.

Testing Defect Review and Resolution

Should a critical defect be experienced during the monitoring period, the monitoring phase will be stopped. Once a defect is resolved, Sun Metro will test and validate the resolution by executing retests and regression testing of the affected test cases to ensure nothing else is impacted. The monitoring period will resume for the remaining duration, resulting in a total fourteen (14) calendar day availability test period.

Project Closure

Once the new Software solution is accepted, on-going support will be transitioned to and supported through Vontas' long-term maintenance support program. At this time, the project will be considered complete and project closure will be processed.

Responsibilities and Deliverables

Phase	Vontas Responsibilities	Sun Metro Responsibilities	Deliverables
Initiation	<ul style="list-style-type: none"> • Lead project kick-off meeting • Work with Sun Metro in the development of the project schedule 	<ul style="list-style-type: none"> • Assist in developing the project schedule • Participate in kick-off meeting and discussion 	<ul style="list-style-type: none"> • Kick-off meeting • Preliminary project schedule
Planning	<ul style="list-style-type: none"> • Remote network review • Lead project documentation efforts • Network assessment • Acceptance Test Plan with use cases • Training Agenda 	<ul style="list-style-type: none"> • Assist in developing the project documents • Support data and network review • Review and approve Network assessment, Acceptance Test Plan and Training Agenda 	<ul style="list-style-type: none"> • Project documentation
Execution	<ul style="list-style-type: none"> • Install and configure test environment Vontas OnRoute Software • Deliver pre-production training • Support Acceptance Testing activities • On-site production upgrade • Post upgrade dispatch support 	<ul style="list-style-type: none"> • Provision and provide Vontas access to Vontas OnRoute servers • Provide support for configuration and test of 3rd party systems that are integrated to Fixed Side (Dispatch) Software • Participate in training • Conduct User Acceptance Testing • Review and approve Production Deployment Plan • Support production upgrade 	<ul style="list-style-type: none"> • Training • Production Deployment Plan • Vontas OnRoute Software deployed into production
Monitoring & Project Closure	<ul style="list-style-type: none"> • Support Sun Metro during fourteen (14) day monitoring period • Support and resolution efforts, if applicable 	<ul style="list-style-type: none"> • Actively monitor and review Vontas OnRoute Software performance • Provide Vontas with final acceptance of services and deliverables 	<ul style="list-style-type: none"> • Project acceptance

Project Duration

The implementation is expected to be completed within four (4) months from kickoff of this Fixed Side (Dispatch) Software upgrade. If the length of the project begins to exceed four (4) months from kickoff, either due to Sun Metro readiness or resourcing delays, the Sun Metro upgrade may be rescheduled to a later time on the Vontas Upgrade Calendar and/or a change order may be required to fund the extension.

Project Management Services

Vontas will provide remote project management support for the entire duration of the project. The Vontas project manager will be responsible for the successful planning and execution of the project, including effective stakeholder communication, risk mitigation and meeting project milestones. The project manager will be the key point of contact for Sun Metro for the duration of the project. Vontas will also require Sun Metro assign a project manager for this implementation. The two project managers will work together to ensure consistent dialogue is maintained through well-established communication channels.

A successful implementation requires effective and timely communication with all project stakeholders. Vontas expects the project managers will meet on a weekly basis.

In addition to the responsibilities outlined above, Vontas project managers will also provide the following key services:

- **Milestone Sign-Offs:** With each completed milestone, Sun Metro will be asked to sign off on the milestone and confirm agreement with the project moving forward.

Resource Allocation

Sun Metro Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	Up to 20% of their time for the full duration of the project	<ul style="list-style-type: none"> • Primary Sun Metro point of contact for the project • Support communication, including regular project status calls and project activity reviews • Coordinate Sun Metro resources for delivery of services as identified in the statement of work • Coordinate Sun Metro review and approval of documentation

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Resource	Resource Allocation	Responsibilities
Sun Metro Technical Product Specialist / System Administrator and Subject Matter Experts ("SMEs")	Up to 70% of their time during implementation and Testing	<ul style="list-style-type: none"> • Main Sun Metro resource for Vontas upgrade implementation • Provide technical review and comments on project documentation • Support provisioning and configuration of Sun Metro computer network resources to support Vontas Pre-Production environment setup, Software installation, testing and Production Upgrade activities • Support Vontas during acceptance testing • Participate in production upgrade activities
Trainer	30% of their time during the pre-production phase of the project	<ul style="list-style-type: none"> • Principal Sun Metro resources participating in training activities • Primary Sun Metro contact to receive and instruct Sun Metro staff with new upgrade version feature and functionality training

Milestones

The below project milestones shall be followed throughout the implementation.

Project Milestones
Milestone 1: Project Kick-off Acceptance Criteria: <ul style="list-style-type: none"> • Completion of the Project Kick-Off meeting
Milestone 2: Planning Phase Document Approval Acceptance Criteria: <ul style="list-style-type: none"> • Approval of the Vontas Planning phase documents
Milestone 3: New Features and Functionality Training Acceptance Criteria: <ul style="list-style-type: none"> • Completion of pre-production on-site training trip
Milestone 4: User Acceptance Testing Acceptance Criteria: <ul style="list-style-type: none"> • Completion of User Acceptance Testing

Project Milestones**Milestone 5: Production Upgrade****Acceptance Criteria:**

- **Completion of Production Upgrade and on-site trip support activities**

Project Assumptions

1. Any services or requests not identified within this statement of work will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
2. Sun Metro will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for Vontas' customer care group.
3. The delivery of on-site services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at Sun Metro.
4. All communications regarding the Fixed Side software upgrade, approval of work and workmanship should flow through Vontas representatives, through coordination with Sun Metro project manager.

All Software will take advantage of the existing Vontas infrastructure, data sources and software, unless otherwise stated.

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April 10, 2025

Norma Jimenez
Contract Compliance Manager
City of El Paso, Sun Metro Transit
10151 Montana Ave, El Paso, TX 79925

Reference: Sole Source Justification —Vontas OnRoute ("TransitMaster™") maintenance renewal

Dear Norma,

Trapeze Software Group, Inc. dba Vontas ("Vontas") hereby verifies Vontas is the principal owner and proprietor of the technology in the OnRoute ("TransitMaster") Suite of products. Therefore, Vontas is the sole-source distributor of the Suite as well as any services, hardware, and maintenance required to support the Suite.

Further, Vontas confirms that the annual maintenance fees invoiced to the City of El Paso, Sun Metro Transit, are fair and equitable to what other similar agencies with similar characteristics are charged.

If you have any questions or require anything else to complete your purchasing process, please feel free to contact me at (720) 206.7836 or by email at heidi.davis@vontas.com.

Yours truly,

A handwritten signature in dark ink, appearing to read "Heidi Davis", is written over a horizontal line.

Heidi Davis
Account Manager



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

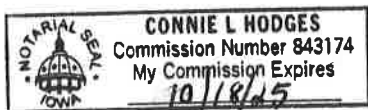
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Peter Aczel. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Trapeze Software Group, Inc. dba Vontas
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
OnRoute CAD/AVL Equipment and Software Maintenance
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature [Signature]

SUBSCRIBED AND SWORN to before me on this 5th day of May, 2025



[Signature]
NOTARY PUBLIC

Connie L. Hodges
PRINTED NAME

10/18/25
MY COMMISSION EXPIRES

COMPANY NAME: Trapeze Software Group, Inc. dba Vontas

ADDRESS, CITY, STATE & ZIP CODE: 5265 Rockwell Drive NE, Cedar Rapids, IA 52402

PHONE: 319-743-1000

FAX NUMBER: _____

CONTACT NAME AND TITLE: Heidi Davis, Sales Account Manager

WEB ADDRESS: www.vontas.com

EMAIL: heidi.davis@vontas.com

FEDERAL TAX ID NUMBER: 98-0358175

TEXAS SALES TAX NUMBER: 19803581750